City of Hutto

Agenda

City Council Meeting
Thursday, November 2, 2023 at 7:00 PM
City Council Chambers
Hutto City Hall
500 W. Live Oak Street

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

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **PROCLAMATIONS**
   - 5.1. Veterans Day - November 11, 2023
   - 5.2. Arbor Day Proclamation
   - 5.3. Shop Small Saturday Proclamation - November 25, 2023
6. **CITY MANAGER COMMENTS**
7. **PUBLIC COMMENT**

   Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on November 2, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.
8. **PRESENTATION**
   - 8.1. Quarterly update from Chamber of Commerce (Joe Gonzalez)
   - 8.2. Fidelis Presentation (Ashley Bailey)
   - 8.3. Capital Improvements Projects Presentation (Matt Rector)
9. **BOARDS AND COMMISSIONS ACTION**
   - 9.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone

Boards, City Council Liaisons, and Area Government appointments.

10. ORDINANCES

10.1. Consideration and possible action on Ordinance No. O-2023-072 authorizing the issuance of City of Hutto, Texas General Obligation Bonds, Series 2023A for Fritz Park Renovations; Authorizing the levy of an ad valorem tax in support of the bonds; Awarding the sale of the bonds; Approving an official statement, a paying agent/registrar agreement, and other matters relating to the issuance of the bonds (Anne LaMere, Jim Sabonis, Bart Fowler)

11. RESOLUTIONS

11.1. Consideration and possible action relating to Resolution No. R-2023-296 designating STR Constructors, LLC, Liberty Hill, Texas as the Construction Manager at Risk in accordance with Texas Government Code §2269.056(a), as the Most Qualified Firm and authorizing the City Manager to negotiate an agreement with STR Constructors, LLC, Liberty Hill, Texas for "Construction Manager at Risk" services associated with the Fritz Park Improvement Project (Matt Rector)

11.2. Consideration and possible action relating to Resolution No. R-2023-287 authorizing the City Manager to submit an application to the Texas Historical Commission for its undertold historical marker program regarding the Shiloh Black Cemetary (Councilmember Dana Wilcott, Councilmember Brian Thompson)

11.3. Consideration and possible action on Resolution No. R-2023-297 authorizing the purchase of a 36' tall holiday tree for a total of $64,465 from Holiday Outdoor Decor (Kristi Barnes)

11.4. Consideration and possible action on Resolution No. R-2023-298 authorizing the City Manager to execute an Interlocal Agreement for the Allocation of Sales Tax Revenue between Williamson County Emergency Services District NO. 3 and the City of Hutto, Texas (Legal)

12. OTHER BUSINESS

12.1. Consideration and possible action on approval of Resolution No. R-2023-294 amending the City Council Protocol Policy adopted on May 19, 2022 (City Council)

12.2. Consideration and possible action relating to a determination of whether Mayor Mike Snyder had a conflict of interest relating to Ordinance No. O-2023-033 approving a Specific Use Permit for a drive through facility located at 901 Ed Schmidt Boulevard, Hutto, Texas (Mayor Mike Snyder)

13. CONSENT AGENDA ITEMS

13.1. Consideration and possible action on Resolution No. R-2023-299 regarding use of Utility Fund Balance in the amount of $4,203,940 for the Megasite Water Lines Project (Anne LaMere)

13.2. Consideration and possible action to approve Resolution No. R-2023-288 to award the Megasite Water Lines Project to the lowest responsive bidder, Spiess Construction Co, Inc., in the amount of $9,767,050 and authorizing the City Manager to execute the construction contract with Spiess Construction Co, Inc (CIP Projects W6A, W10A, and W16) (Matt Rector)

13.3. Consideration and possible action on Resolution No. R-2023-219 authorizing the City Manager to execute an Individual Project Order (IPO) with WSB LLC in the amount of $346,500 for the Ed Schmidt Improvements (T-10) project (Matt Rector)

13.4. Consideration and possible action on Resolution No. R-2023-286 authorizing the City Manager to execute an agreement with STR Constructors for $33,000 for pre-construction services for Fritz Park (Matt Rector)

13.5. Consideration and possible action on Resolution No. R-2023-295 authorizing the City Manager to settle a claim with Emory Stromberg for $1000 for damages to crops during the construction of the US 79 Transmission line project (Matt Rector)

13.6. Consideration and possible action on Resolution No. R-2023-292 approving an Interlocal Agreement with the Texas Division of Emergency Management for the provision of City Hall work spaces (Bill Zito)

13.7. Consideration and possible action to approve Resolution No. R-2023-293 for acceptance of infrastructure improvements related to the North Forest Office Spaces at 351 Exchange Blvd (Rick Coronado)

13.8. Consideration and possible action on Resolution No. R-2023-290 authorizing the City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2024 (Jeff White)

13.9. Consideration and possible action on approval of Resolution No. R-2023-291 to allow the City Manager to execute a Facility Use Agreement with Sting Soccer Foundation for 2024 (Jeff White)

13.10. Consideration and possible action relating to Ordinance No.O-2023-074 amending Hutto City Code Chapter 2, Article 2.02, BOARDS, COMMISSIONS AND AUTHORITIES, Division 4, Library Advisory Board, by adding Section 2.02.94 Quorum and Section 2.02.95 Board Action (City Council)

a. Consideration and possible action on Ordinance No. O-2023-074 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13

13.11. Consideration and possible action relating to Ordinance No. O-2023-073 amending Hutto City Code Chapter 2, Article 02, Division 8, Diversity and Inclusion Commission, by amending the membership boundary to include the HISD boundary, providing for a Quorum of 3 of the 7 members and 3 votes to approve an action (City Council)

a. Consideration and possible action on Ordinance No. O-2023-073 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13

13.12. Consideration and possible action on approving the October 19, 2023 Work Session and City Council meeting minutes (Angela Lewis)

14. 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).

14.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney) regarding Texas Local Government Code Chapter 42, Subchapters D and E, and matters related to the extraterritorial jurisdiction

14.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 (Consultation

with Attorney) related to Pending Legal Requests, including but not limited to Missing Executive Session Tapes and releasing a portion of Executive Session and Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests

14.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

15. ACTION RELATIVE TO EXECUTIVE SESSION

15.1. Consideration and possible action on Executive Session Items

16. CITY COUNCIL COMMENTS

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

16.1. General Comments from City Council

16.2. Future Agenda Items

16.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the November 2, 2023 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on October 30, 2023 before 5:50 P.M.

Angela Lewis

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

A PROCLAMATION RECOGNIZING VETERANS DAY

WHEREAS, in 1954, President Dwight D. Eisenhower signed the first Veterans Day proclamation calling on our nation to "pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this nation;" and

WHEREAS, the words of that first proclamation still ring true: "Let us solemnly remember the sacrifices of all those who fought so valiantly, on the sea, in the air and on foreign shores, to preserve our heritage of freedom, and let us reconsecrate ourselves to the task of promoting and enduring peace so that their efforts shall not have been in vain;" and

WHEREAS, the citizens of Texas and the United States of America continue to live in freedom because of the contributions and sacrifices made by those who served in the Armed Forces of the United States in time of national peril; and

WHEREAS, Williamson County ranks 10th in the state of Texas, housing approximately 38,000 veterans who, by their continued devotion to the highest ideals of citizenship, constitute a foundation of both the strength and progress of this state;

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim November 11th, 2023 as:

VETERANS DAY

and encourage all Hutto residents to observe with appropriate ceremonies and activities the sacrifices and contributions of our veterans who fought for peace and defended democracy in our land and abroad.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

A PROCLAMATION RECOGNIZING ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim November 2nd, 2023 as:

ARBOR DAY

In Hutto, Texas and encourage all Hutto residents to celebrate this long standing tradition by planting their own trees, or simply enjoying the many in our beautiful parks.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

A PROCLAMATION RECOGNIZING SHOP SMALL SATURDAY

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Old Town to the high-tech and industrial startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the City of Hutto supports and joins in this national effort to help America's small businesses do what they do best, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim November 25th as:

SHOP SMALL SATURDAY

and encourage all Hutto residents to support our local entrepreneurs as they help our community grow and thrive.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

AGENDA ITEM REPORT

8.1.

To:	City Council
Subject:	Quarterly update from Chamber of Commerce (Joe Gonzalez)
Meeting:	Thursday, November 2, 2023
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

CIP Progress Update

T02-2023 FM 1660 North at US 79 (HNTB)

Status	• Substantially Complete
What's Next	• Project Closeout
Anticipated Timeline	• Completion: CY23, Q4

CITY OF HUTTO PUBLIC WORKS

Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Dana Wilcott, Place 5
Amberley Kolar, Place 6

City Manager
James Earp

CERTIFICATE OF COMPLETION

James Earp
City Manager
500 W Live Oak Street
Hutto, TX 78634

Re: FM 1660 at US 79 Operational Improvements
CSJ No. 1566-01-017

Dear Mr. Earp,

This Certificate of Completion applies to all work under Contract Documents which has been inspected by authorized representatives of OWNER, CONTRACTOR and/or ENGINEER, and that work is hereby declared to be complete in accordance with the Contract Documents on:

October 11, 2023

By: _____ Date: 10/25/2023
Kyle McCoy
HNTB Corporation

Acknowledgement of Concurrence:

By: _____ Date: 10/25/2023
Oscar Salazar-Bueno, P.E.
HNTB Corporation

Cc: Mr. Robert Tomlinson - Aaron Concrete Contractors, LLC

500 W. Live Oak St. | Hutto, Texas 78634
512-759-4033 | www.huttotx.gov

CITY OF HUTTO

huttotx.gov/CIP

T02-2023 FM 1660 North at US 79 (HNTB)

FY 24 CIP Budget	$0
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$1,870,606
Prior Year Expenditures	$4,172,080*
Project Total Encumbered	$4,449,100*
Project Total Spent	$4,172,080*

*** Prior years had all HNTB projects on a single PO so determining the actuals for individual projects is not possible.**

CITY OF HUTTO PUBLIC WORKS

Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
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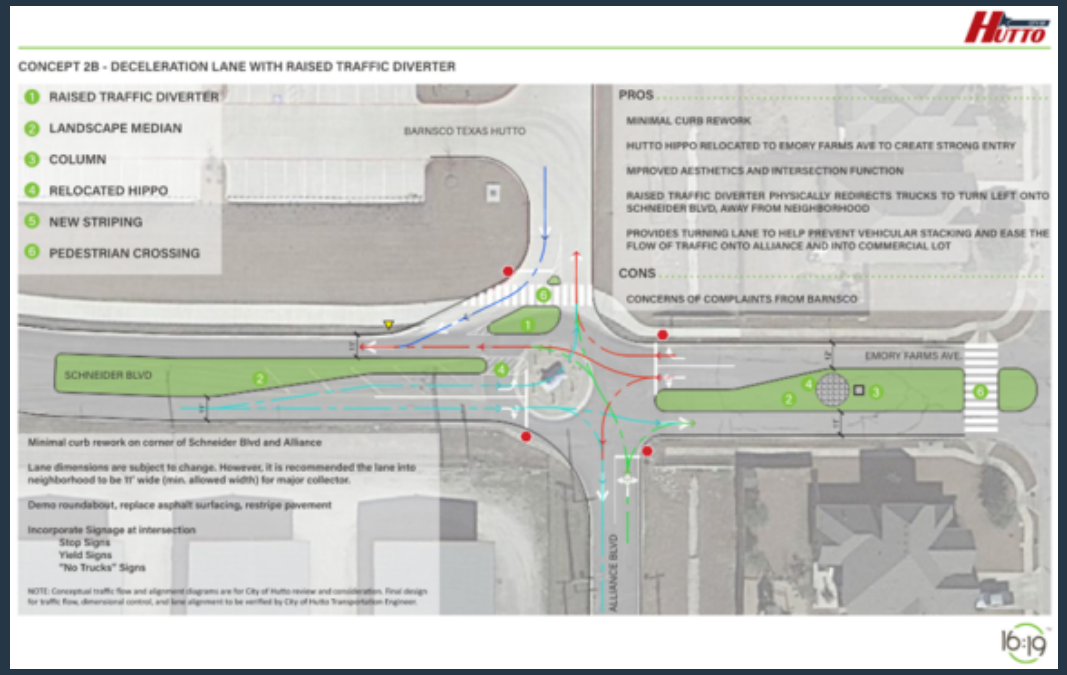
500 W. Live Oak St. | Hutto, Texas 78634
512-759-4033 | www.huttotx.gov

CITY OF HUTTO

huttotx.gov/CIP

T11-2023 Emory Farms Intersection (Studio 16:19)

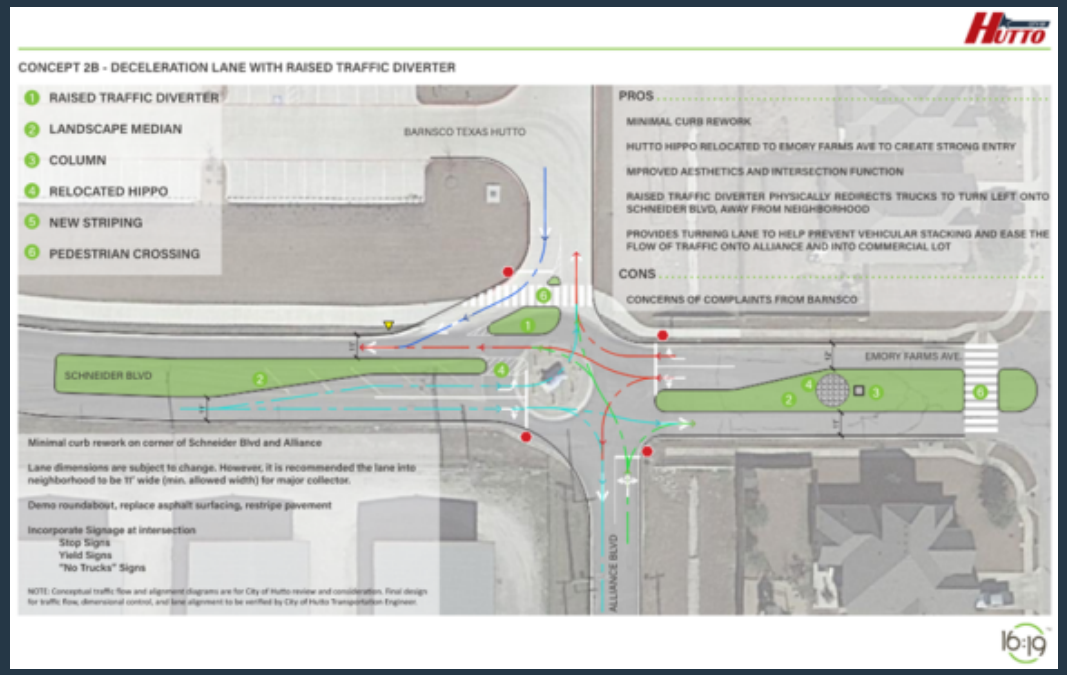
Status	• Traffic data draft report received
What's Next	• Design
Anticipated Timeline	• Design: CY23, Q2 • Bid: TBD • Construction: TBD • Completion: TBD



huttotx.gov/CIP

T11-2023 Emory Farms Intersection (Studio 16:19)

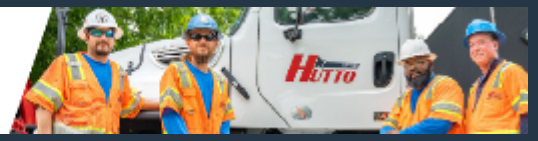
FY 23 CIP Budget	$0
Encumbered FY 23	$25,300
Spent to Date FY 23	$0
FY 23 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$450,000
Prior Year Expenditures	$0
Project Total Encumbered	$25,300
Project Total Spent	$0



CITY OF HUTTO

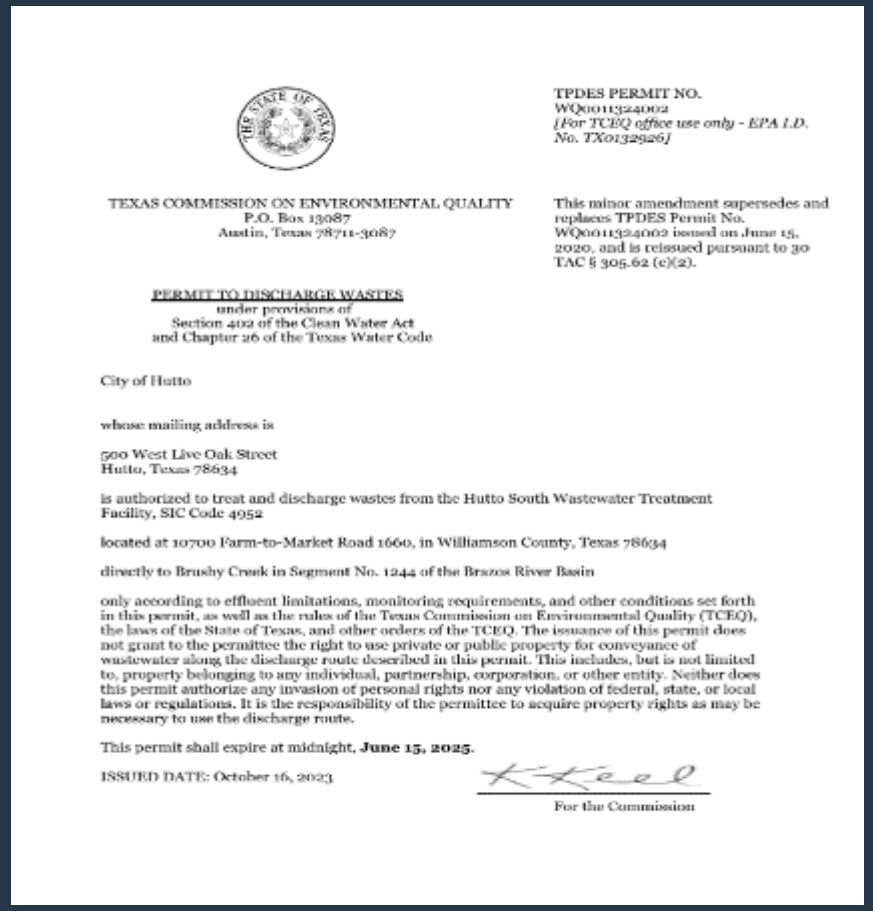
huttotx.gov/CIP

Building the Future



WW02-2023 South WWTP Capacity Rerate Study (Garver)

Status	Permit approved.
What's Next	Project complete.
Anticipated Timeline	• Study Started: CY22, Q4 - complete • Completion: CY23, Q4



TPDES PERMIT NO.
WQ0011324002
[For TCEQ office use only - EPA I.D. No. TX0132926]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This minor amendment supersedes and replaces TPDES Permit No. WQ0011324002 issued on June 15, 2020, and is reissued pursuant to 30 TAC § 305.62 (c)(2).

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Hutto

whose mailing address is

500 West Live Oak Street
Hutto, Texas 78634

is authorized to treat and discharge wastes from the Hutto South Wastewater Treatment Facility, SIC Code 4952

located at 10700 Farm-to-Market Road 1660, in Williamson County, Texas 78634

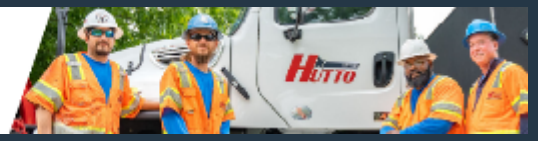
directly to Brushy Creek in Segment No. 1244 of the Brazos River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation, or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit shall expire at midnight, **June 15, 2025.**

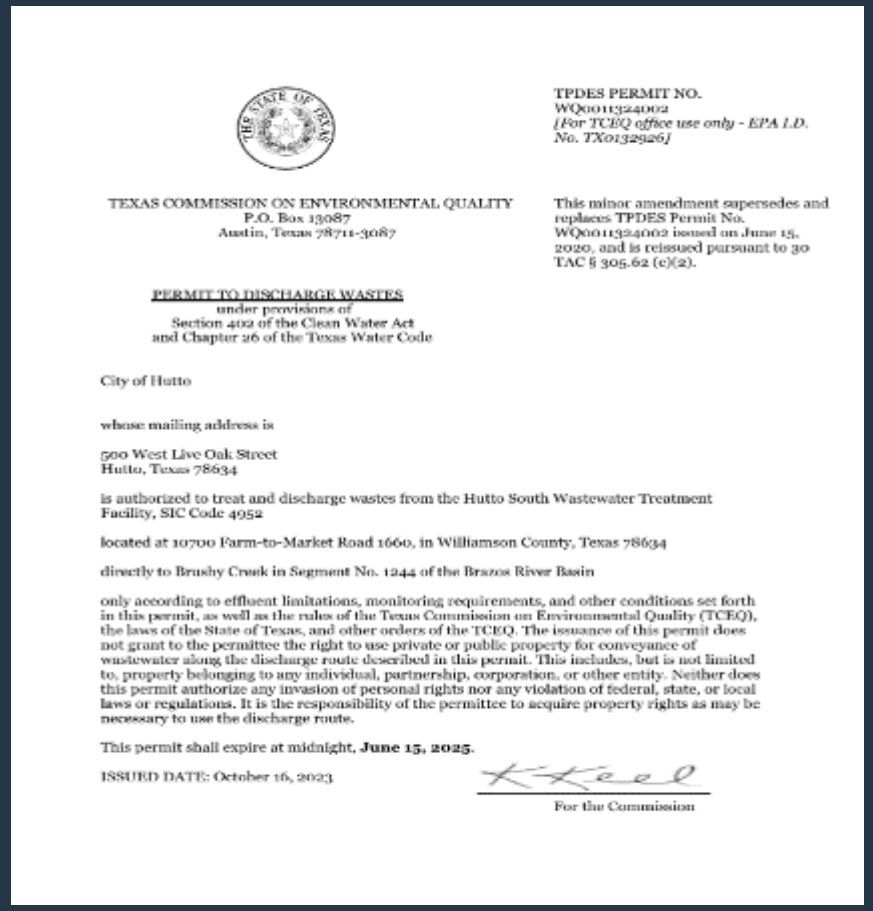
ISSUED DATE: October 16, 2023

For the Commission



WW02-2023 South WWTP Capacity Rerate Study (Garver)

FY 24 CIP Budget	$0
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$47,472
Prior Year Expenditures	$46,865
Project Total Encumbered	$47,472
Project Total Spent	$46,865



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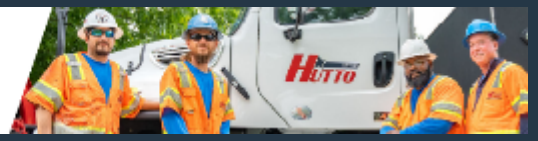
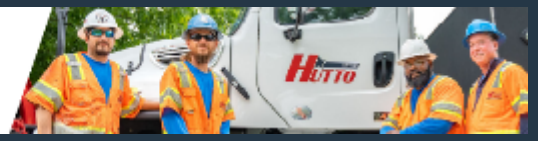


CIP
TRANSPORTATION

T01-REFY ANNUAL SIDEWALK CONSTRUCTION (TBD)

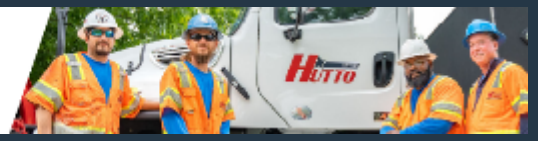
Status	• Working with PW to determine priorities
What's Next	• Site selection • Design • Construction
Anticipated Timeline	• Design Start: CY23, Q4 • Bidding: CY 24, Q2 • Construction: CY 24, Q3 • Completion: CY25, Q2



T01-REFY ANNUAL SIDEWALK CONSTRUCTION (TBD)

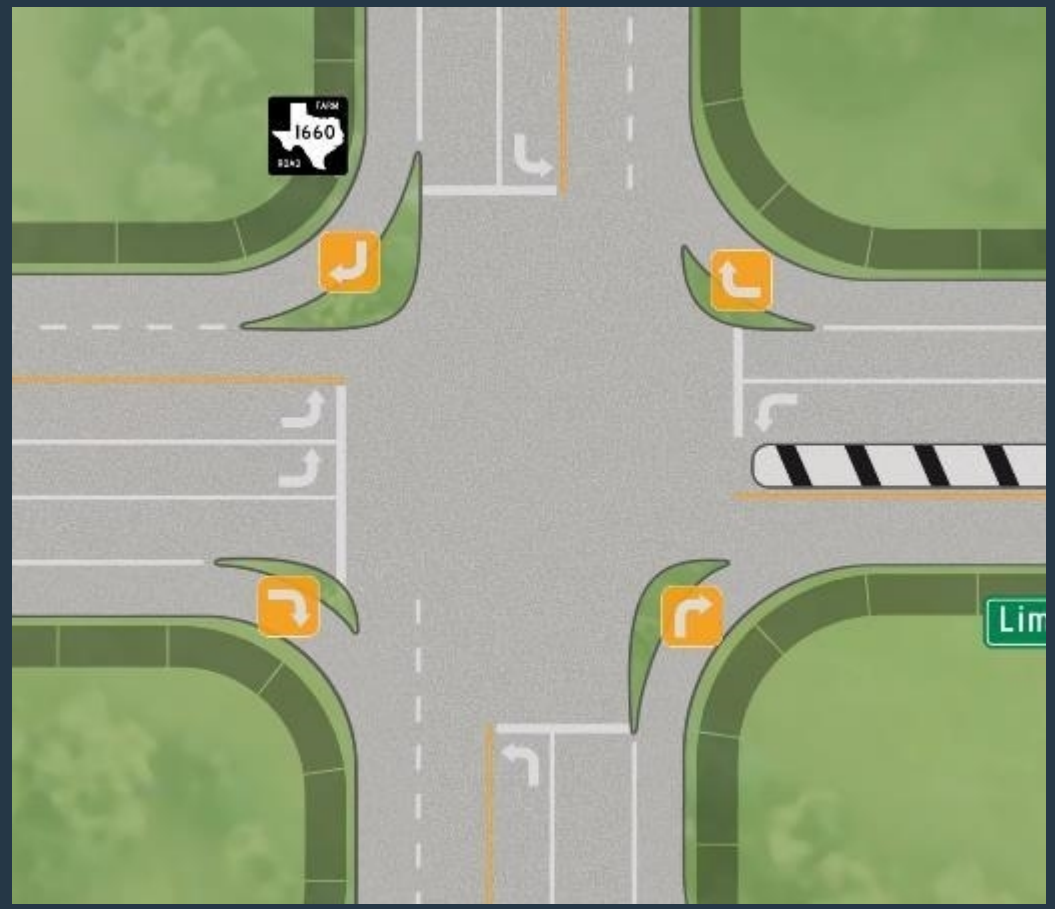
FY 24 CIP Budget	$250,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$250,000
Five Year CIP Estimate	$2,450,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

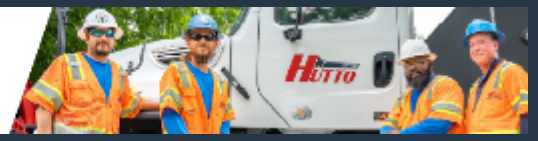
*** Prior years had all HNTB projects on a single PO so determining the actuals for individual projects is not possible.**



T03-2023 FM 1660 at Limmer Loop (HNTB)

Status	• Utility Construction (Dry Utilities are starting first)
What's Next	• Utility completion • Road construction • Complete construction • Project closeout
Anticipated Timeline	• Design completion: CY23, Q2 • Bid start: CY23, Q3 • Construction start: CY23, Q4 • Completion: CY24, Q3

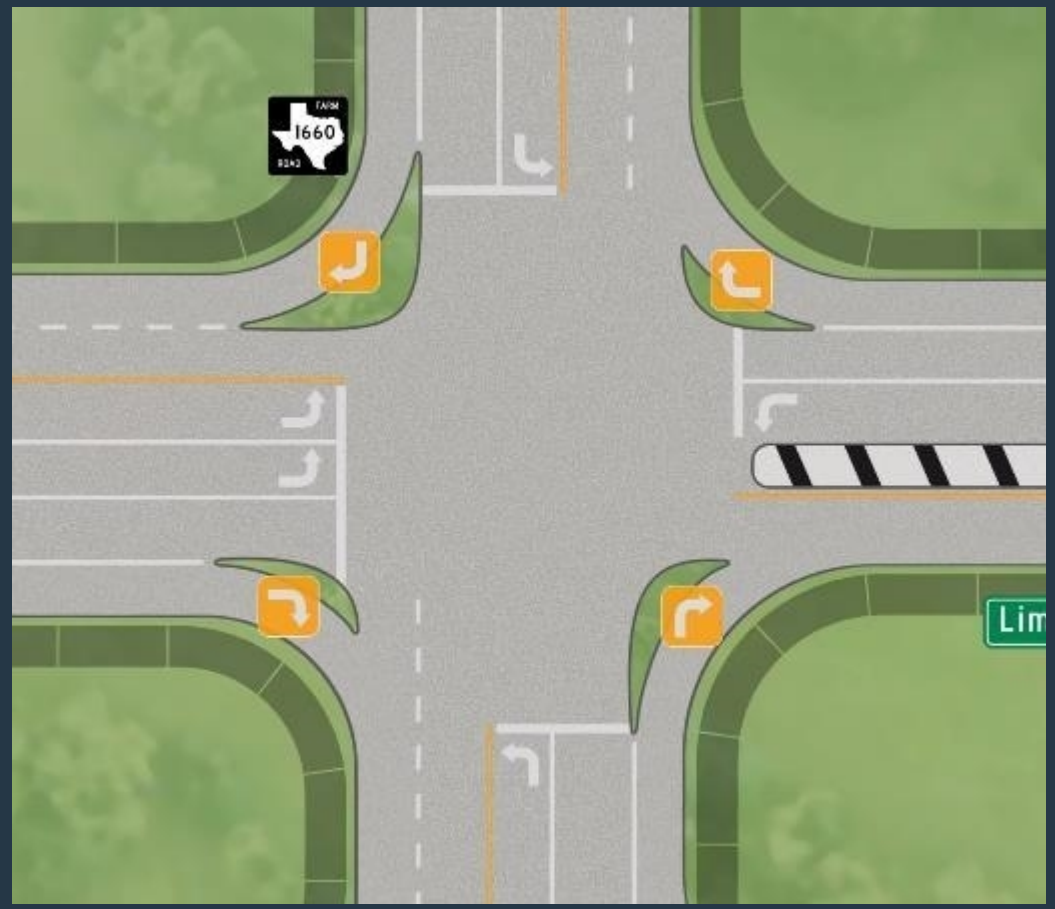


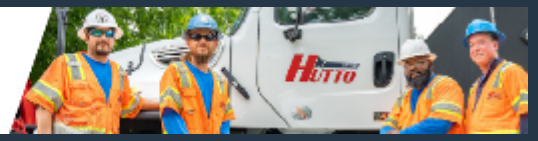


T03-2023 FM 1660 at Limmer Loop (HNTB)

FY 24 CIP Budget	$7,567,797
Encumbered FY 24	$7,691,394
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$7,567,797
Project Estimate	$7,884,001
Prior Year Expenditures	$5,054,086*
Project Total Encumbered	$3,689,206*
Project Total Spent	$5,054,086*

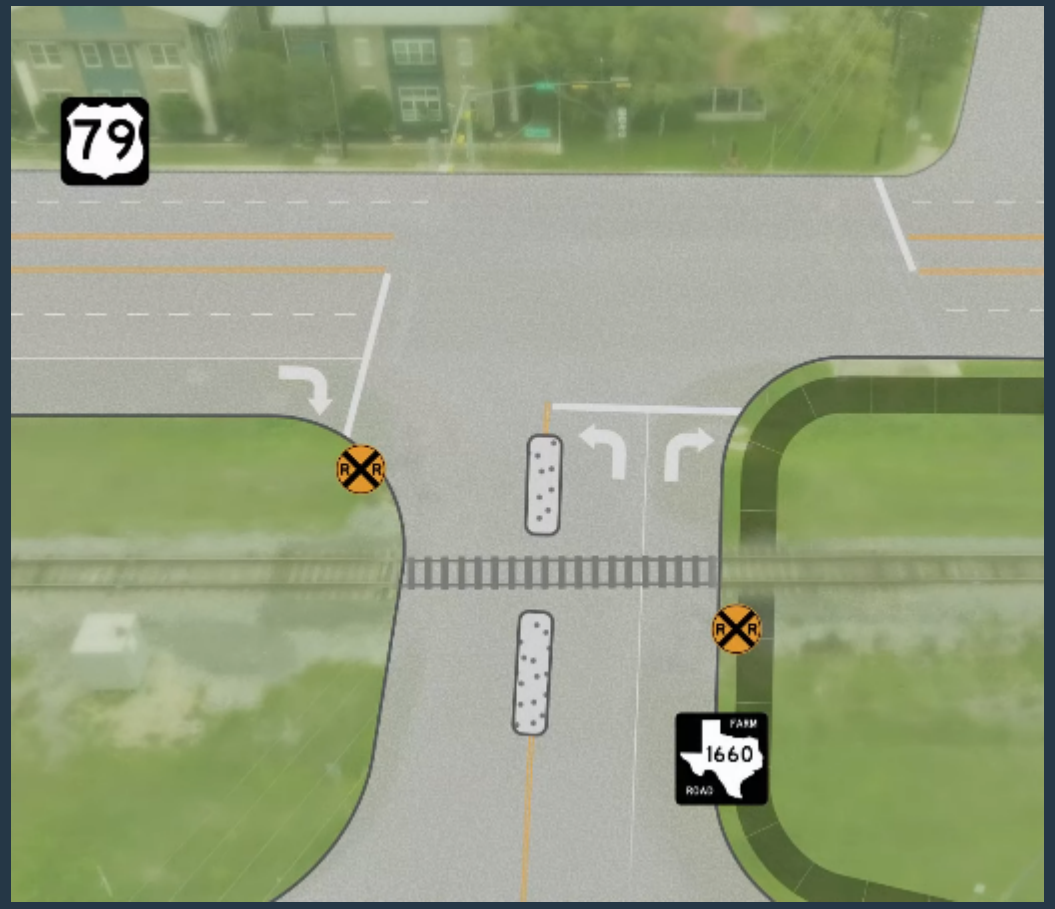
*** Total budget can't be easily determined due to previous purchase order issuance and set up**





T04-2023 FM 1660 South at US 79 (HNTB)

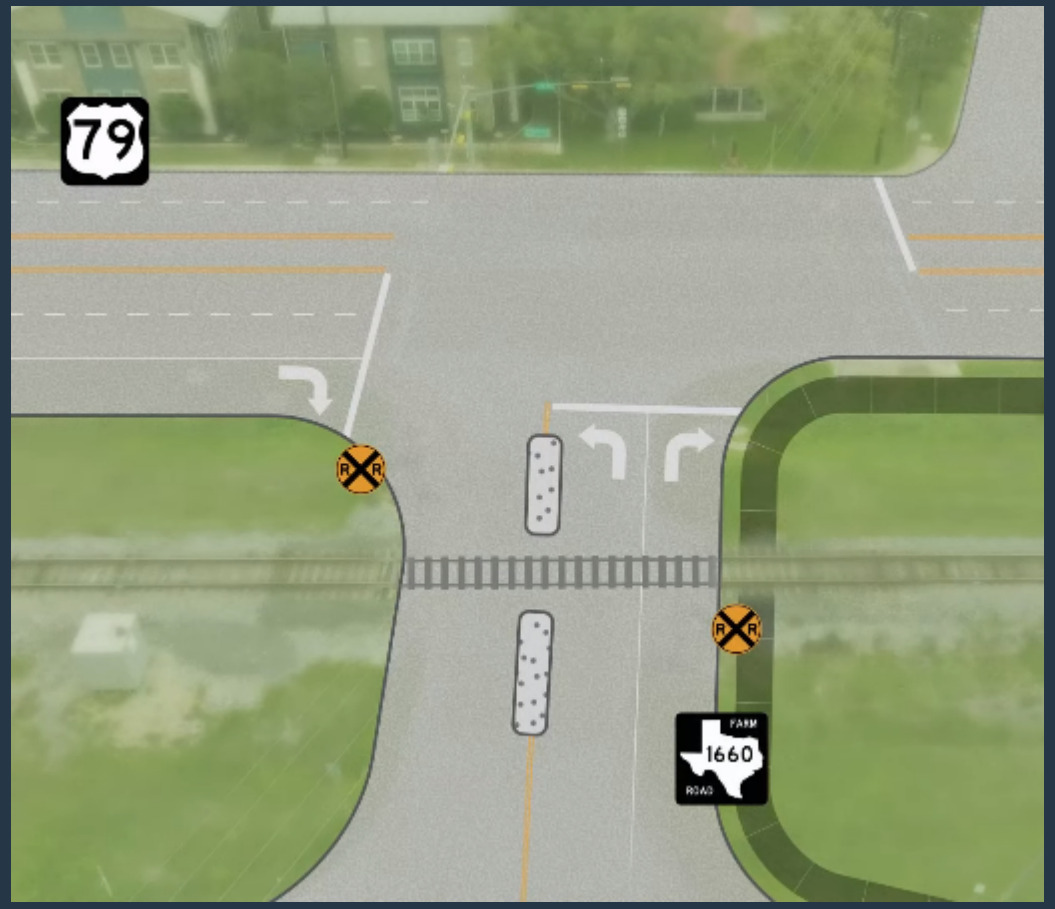
Status	95% plans are in review. Waiting for approvals from UPRR and TxDOT
What's Next	Prepare 100% Plans. Completion of CMA between TxDOT and UPRR
Anticipated Timeline	• Design 95% Complete • Bid: CY24, Q1 • Start Construction: CY24, Q2 • Completion: CY25, Q2



T04-2023 FM 1660 South at US 79 (HNTB)

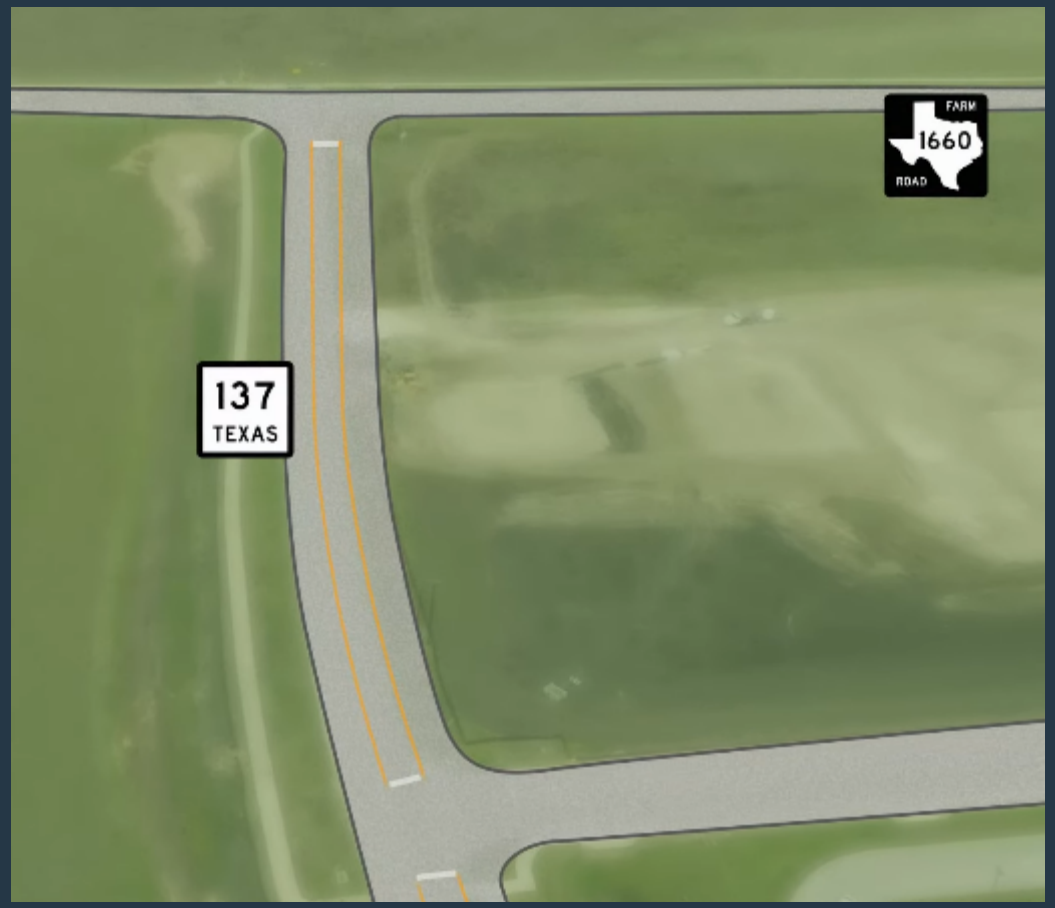
FY 24 CIP Budget	$3,181,600
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$4,158,600
Prior Year Expenditures	$3,836,179*
Project Total Encumbered	$3,841,725*
Project Total Spent	$3,836,179*

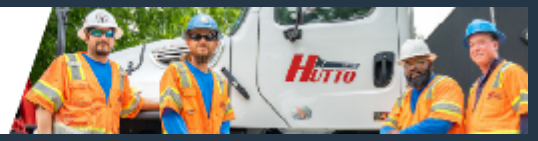
*** Total budget can't be easily determined due to previous purchase order issuance and set up**



T05-2023 CR 137 from FM 1660 to Brushy Creek (Garver)

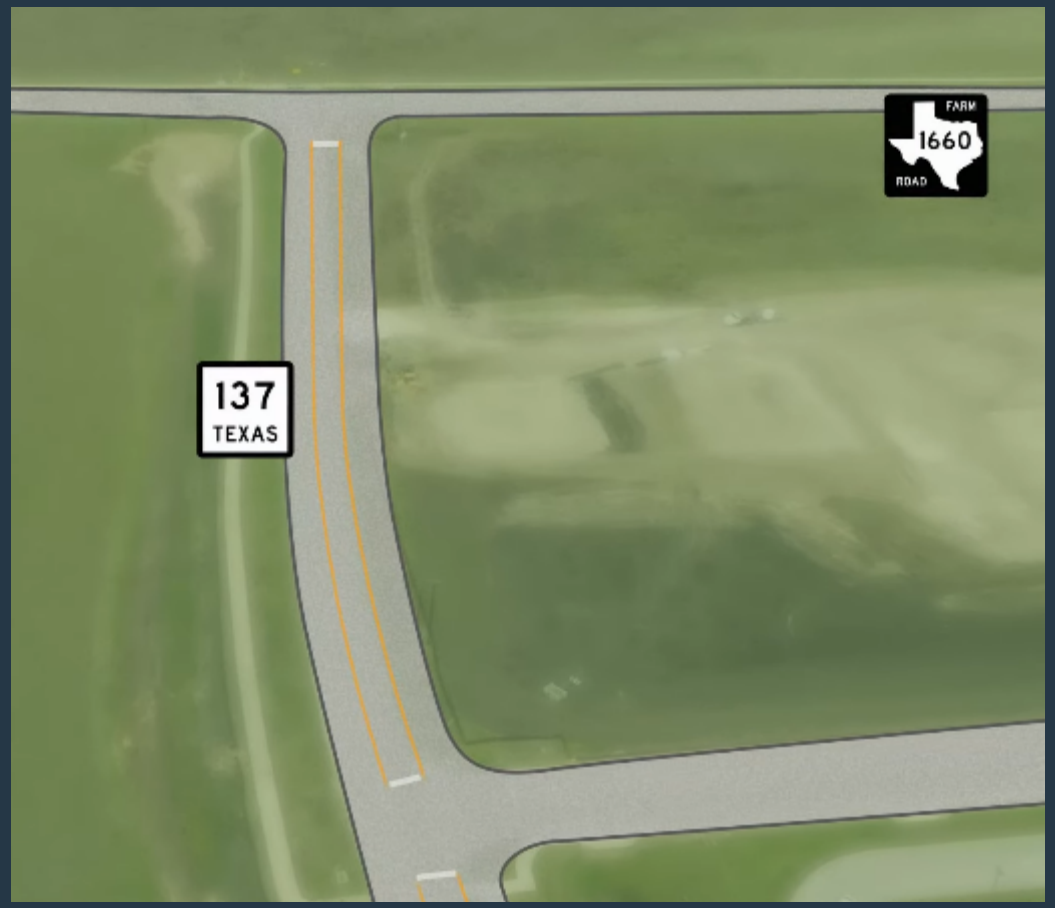
Status	• Waiting for ICE results from TxDOT
What's Next	Get concurrence from TxDOT Proceed with 60% Design
Anticipated Timeline	• Design: CY22, Q4 • Public Meetings Completed • Bid: TBD • Construction Start: TBD • Completion: TBD





T05-2023 CR 137 from FM 1660 to Brushy Creek (Garver)

FY 24 CIP Budget	$500,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$19,846,681
Prior Year Expenditures	$391,528
Project Total Encumbered	$743,307
Project Total Spent	$391,528



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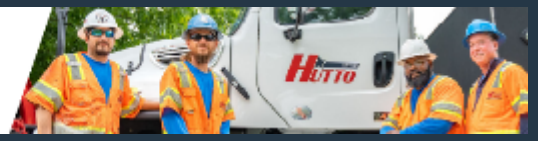
T06-2023 Lakeside Estates Sidewalks Phase 2 (Freese Nichols) Phase 3 (TranSystems)

Status	Construction of Phase 2
What's Next	Completion of Phase 2 Begin Design of Phase 3
Anticipated Timeline	• Design: CY23, Q4 • Bid: CY24, Q2 • Construction Start Ph 3: CY24, Q3 • Completion Ph 2: CY23, Q4 • Completion Ph 3: CY24, Q4



T06-2023 Lakeside Estates Sidewalks Phase 2 (Freese Nichols) Phase 3 (TranSystems)

FY 24 CIP Budget	$250,000
Encumbered FY 24	$128,184
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$121,816
Project Estimate	$3,162,010
Prior Year Expenditures	$722,484
Project Total Encumbered	$1,365,928
Project Total Spent	$722,484

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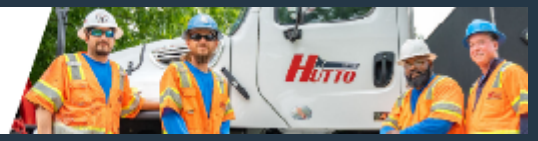
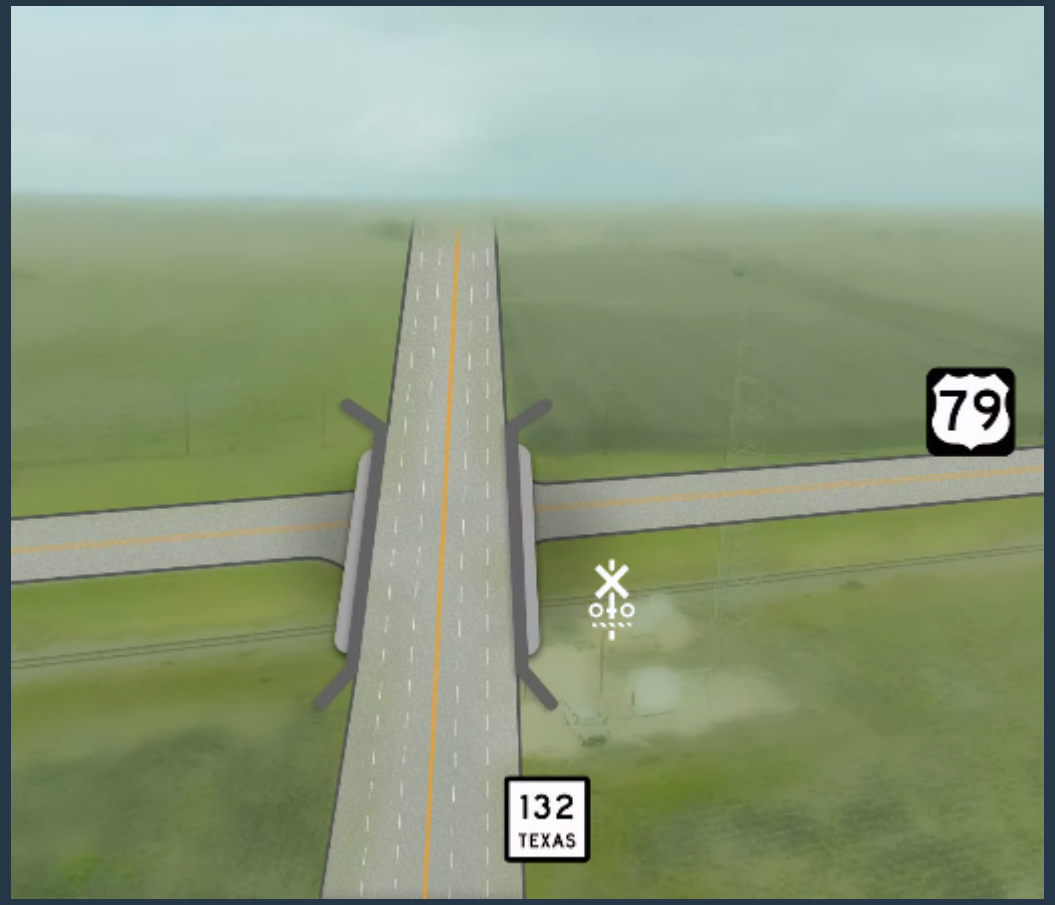
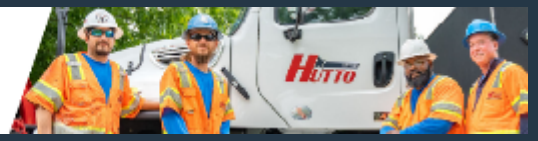


T07-2023 CR 132 Overpass at US 79 (Garver)

Status	• 30% design in progress • Coordination with TxDOT in progress
What's Next	• 30% Design completion • UPRR Coordination • Oncor Coordination
Anticipated Timeline	• Design: CY23, Q2 • Bid: TBD • Construction: TBD • Completion: TBD

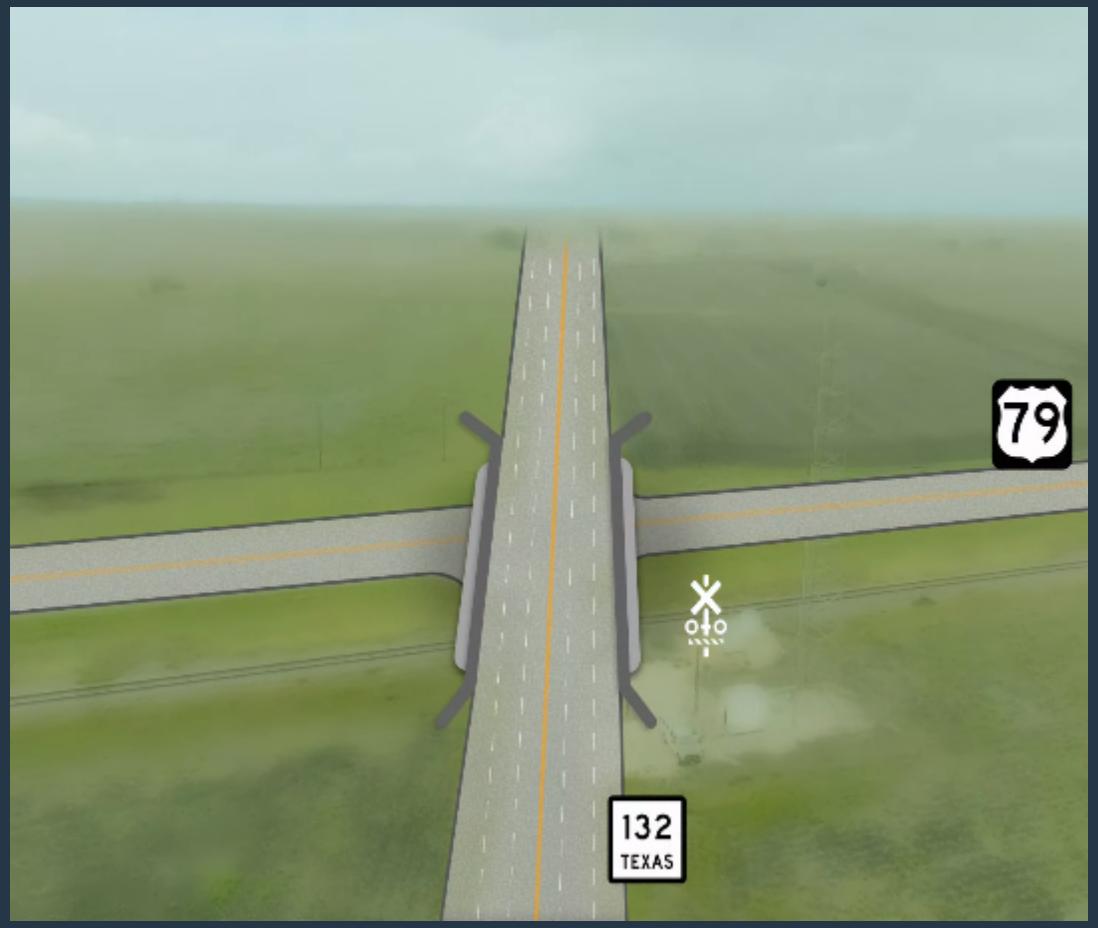


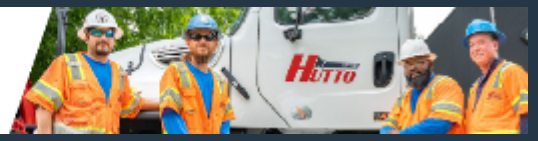


T07-2023 CR 132 Overpass at US 79 (Garver)

FY 24 CIP Budget	$3,885,810
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$3,885,810
Project Estimate	$52,650,574
Prior Year Expenditures	$1,430,446*
Project Total Encumbered	$2,034,435*
Project Total Spent	$1,430,446*

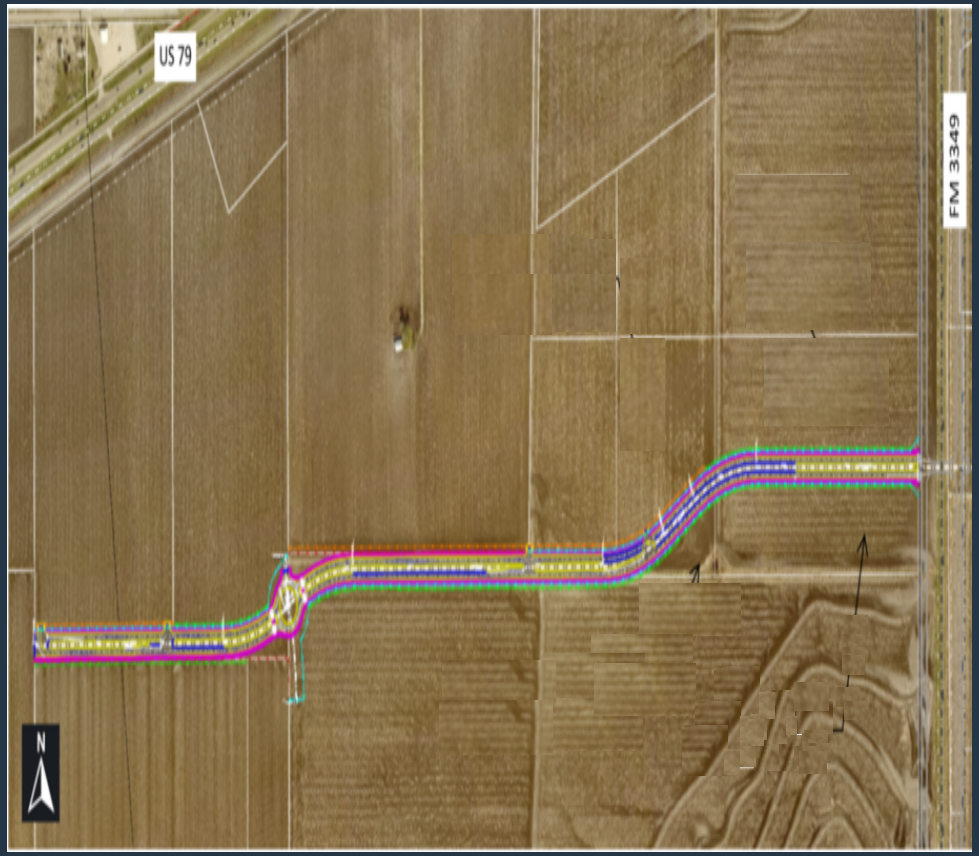
* Total budget can't be easily determined due to previous purchase order issuance and set up





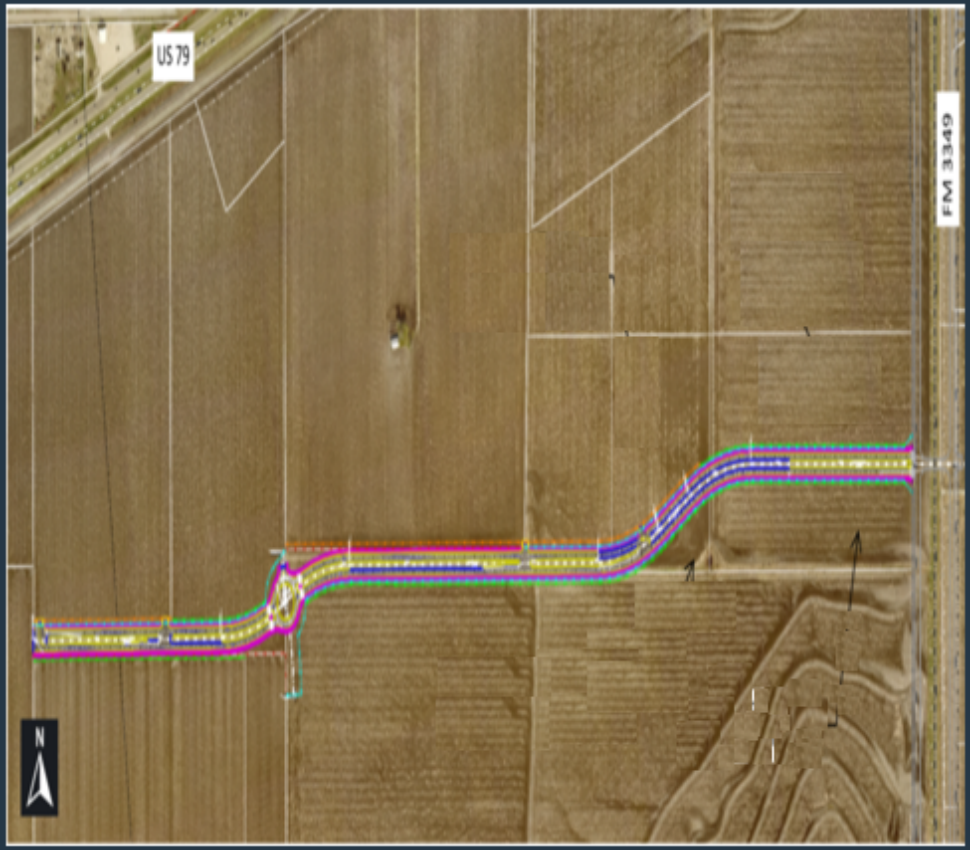
T08-2023 Megasite East-West Arterial (K Friese)

Status	• 95% Design in review • Preparing for bidding
What's Next	• Finalize Design • Bid • Construction
Anticipated Timeline	• Design: CY23, Q3 • Bid: CY23, Q4 • Construction Start: CY23, Q4 • Completion: CY24, Q3



T08-2023 Megasite East-West Arterial (K Friese)

FY 24 CIP Budget	$17,960,724
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$17,960,724
Project Estimate	$19,199,999
Prior Year Expenditures	$623,707
Project Total Encumbered	$1,239,275
Project Total Spent	$623,707



T09-2023 Live Oak Street Pavement Reconstruction (Hejl, Lee)

Status	• Dry utility mapping complete • Survey complete
What's Next	• Finalize Base map • Finalize dry trench
Anticipated Timeline	• Design Restart: CY23, Q2 • Bid: CY 24 Q4 • Construction: CY 25 Q1 • Completion: CY 25 Q4

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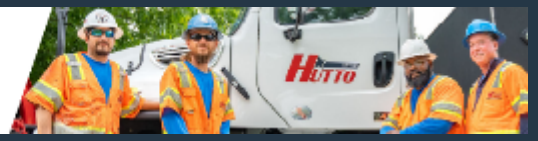
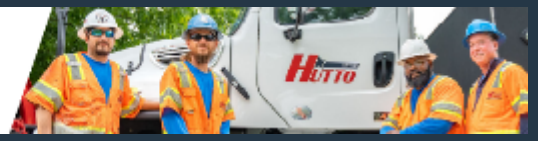


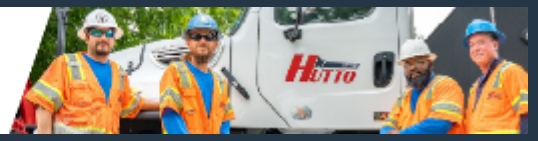
T09-2023 Live Oak Street Pavement Reconstruction (Hejl, Lee)

FY 24 CIP Budget	$0
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$5,350,000
Prior Year Expenditures	$550,910
Project Total Encumbered	$887,582
Project Total Spent	$550,910



T10-2023 Ed Schmidt – Safety and Operational Improvements

Status	• Report Complete
What's Next	Execute IPO and start design
Anticipated Timeline	• Design: TBD • Bid: TBD • Construction: TBD • Completion: TBD



T10-2023 Ed Schmidt – Safety and Operational Improvements

FY 24 CIP Budget	$650,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$650,000
Project Estimate	$1,700,000
Prior Year Expenditures	$24,659
Project Total Encumbered	$46,418
Project Total Spent	$24,659

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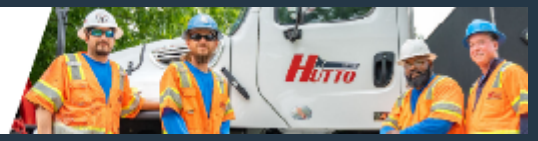

T12-2023 CR 199 Repairs

Status	• Complete

What's Next	
Anticipated Timeline	• Design: • Bid: • Construction: • Completion:

COMPLETE

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T12-2023 CR 199 Repairs

FY 24 CIP Budget	$225,662
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$225,662
Project Estimate	$246,000
Prior Year Expenditures	$159,838
Project Total Encumbered	$159,838
Project Total Spent	$159,838

COMPLETE

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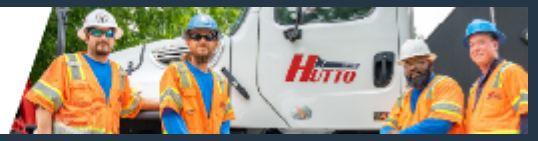
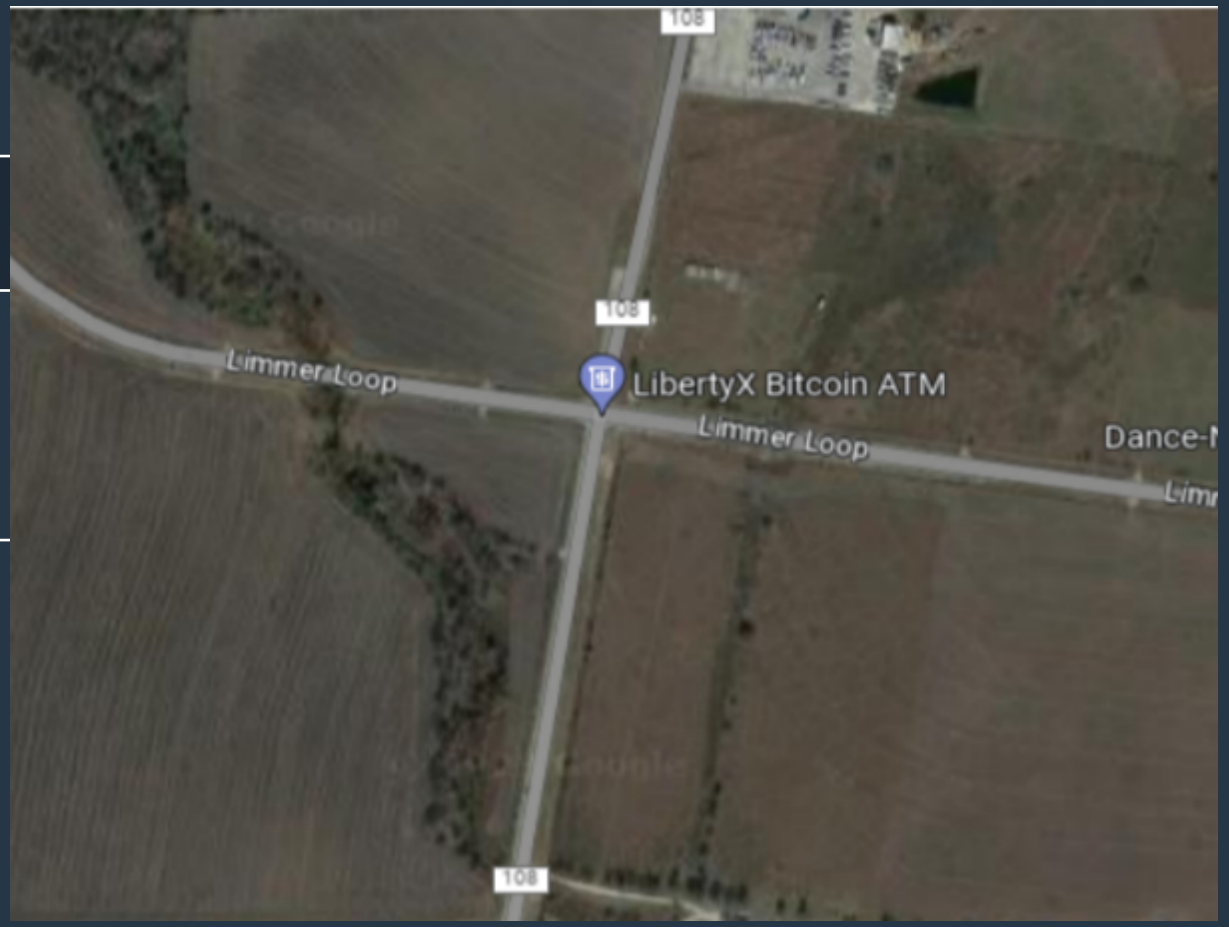


T13-2024 Innovation at Limmer (JMT)

Status	• Awarded design on 9/28/23
What's Next	• Field work • Design
Anticipated Timeline	• Design: CY 24 Q4 • Bid: • Construction: • Completion:



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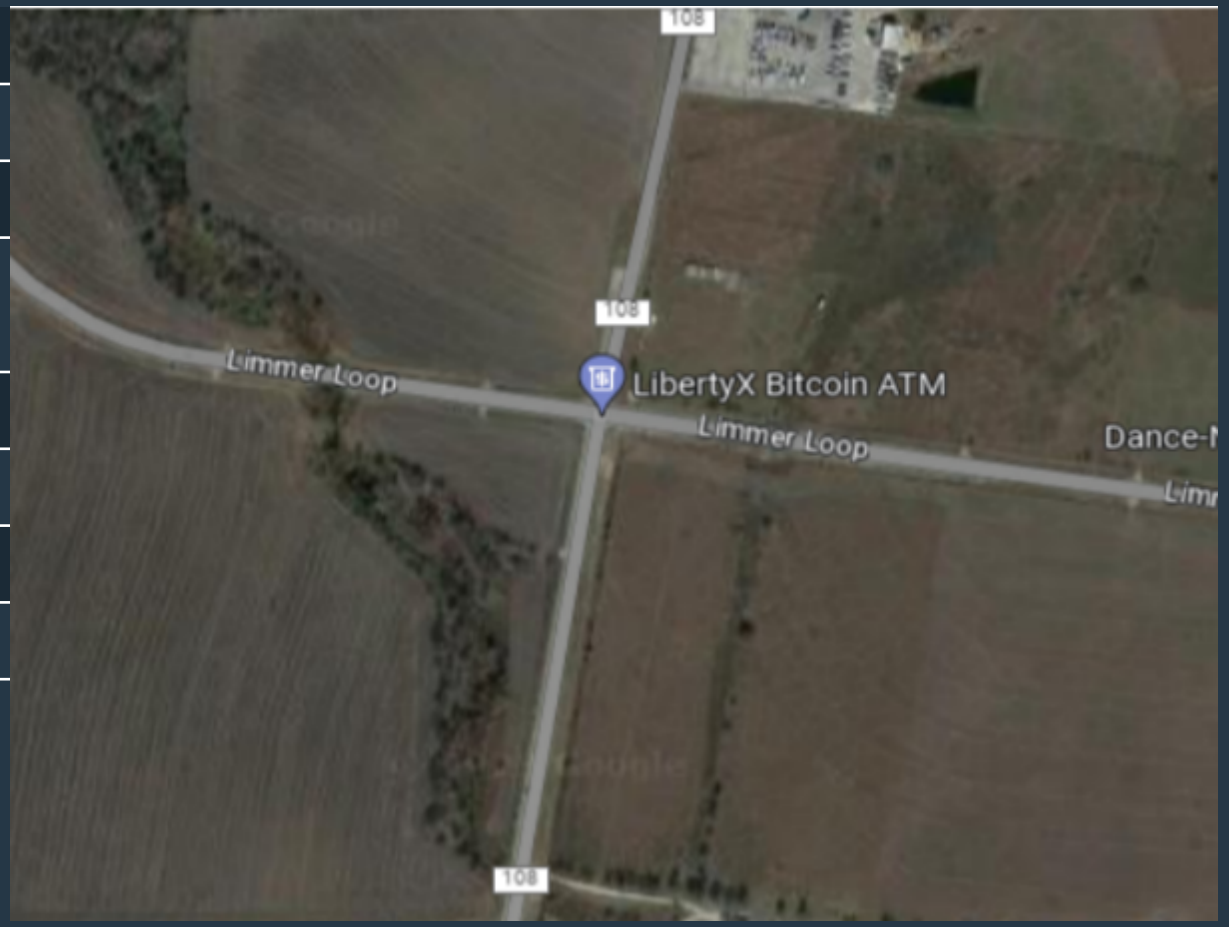
T13-2024 Innovation at Limmer (JMT)

FY 24 CIP Budget	$2,200,000
Encumbered FY 24	$123,850.58
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$2,076,149.42
Project Estimate	$2,200,000
Prior Year Expenditures	$0
Project Total Encumbered	$123,850.58
Project Total Spent	$0



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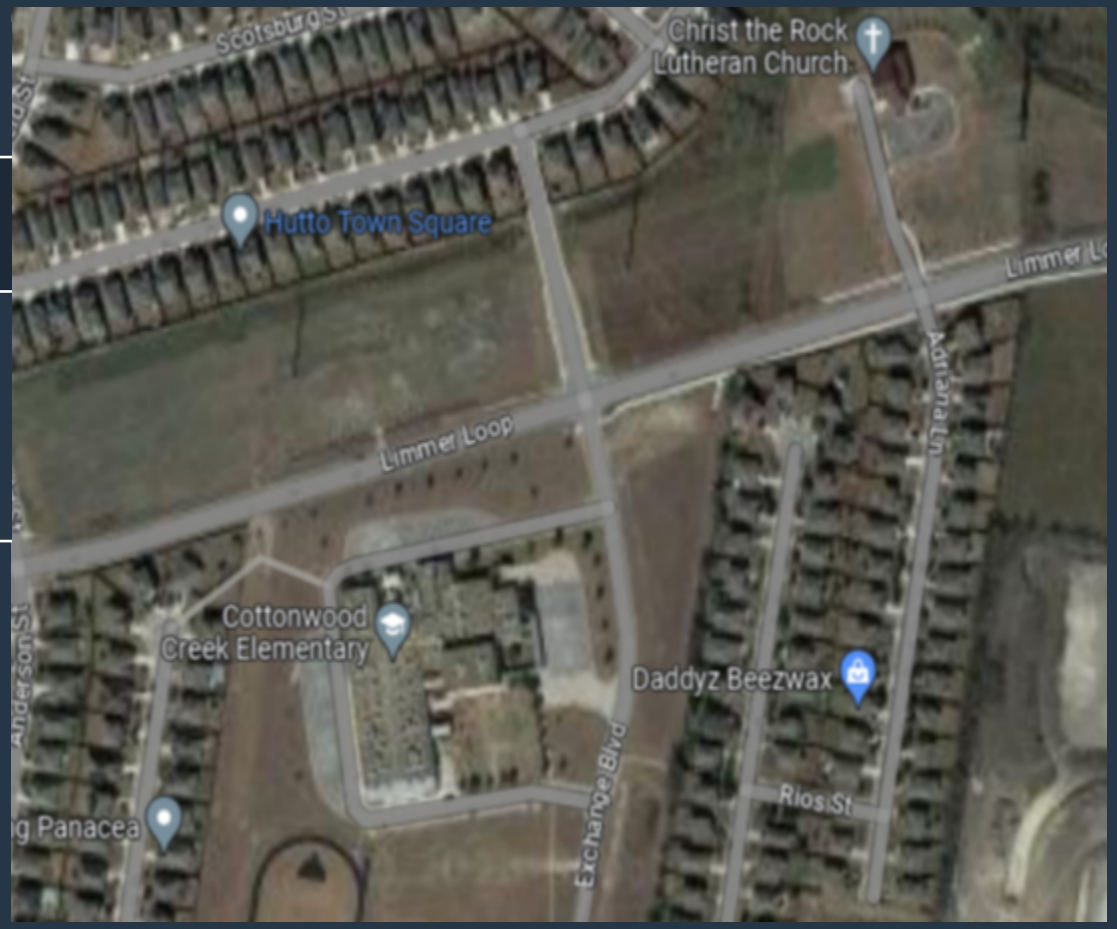
Building the Future

T14-2024 Exchange Blvd and Limmer (TranSystem)

Status	• Award design on 10/12/23
What's Next	• Field work • Design
Anticipated Timeline	• Design: CY 24 Q4 • Bid: • Construction: • Completion:



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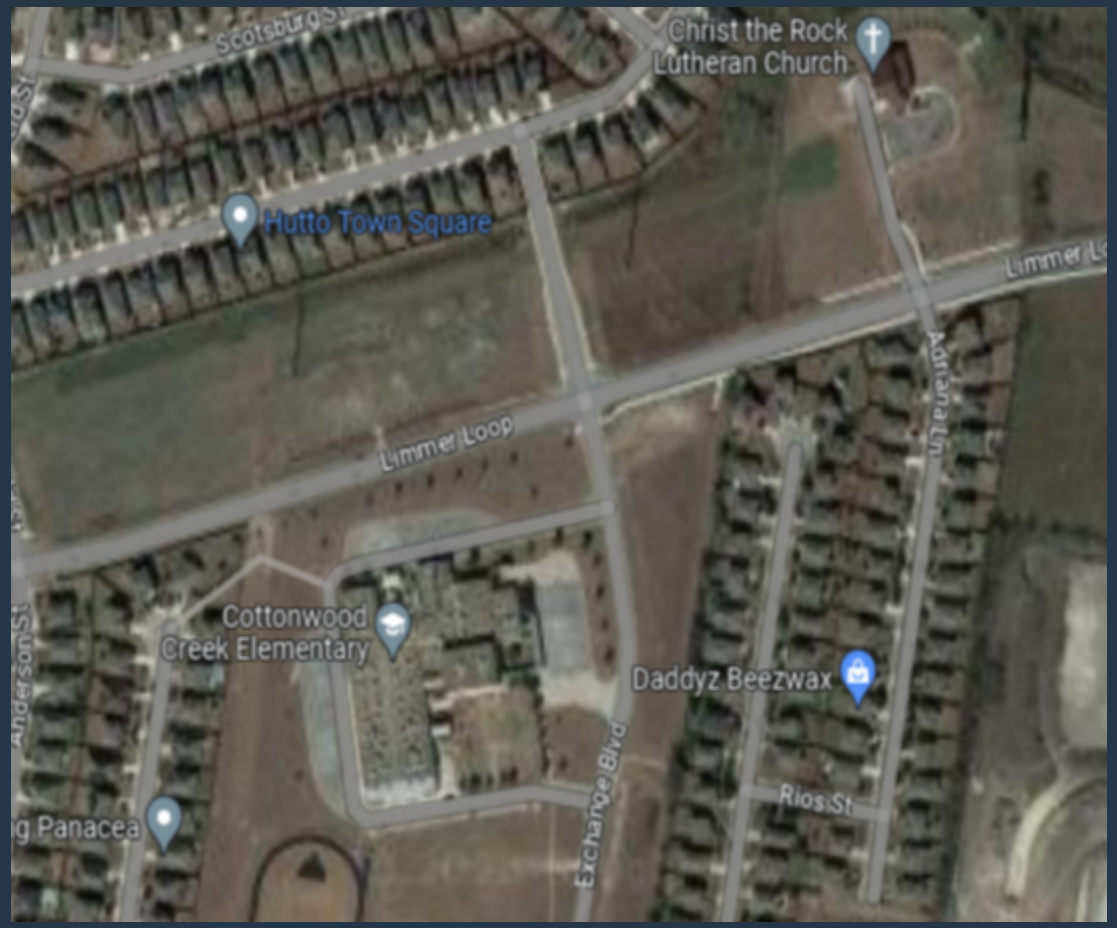
T14-2024 Exchange Blvd and Limmer (TranSystem)

FY 24 CIP Budget	$1,100,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$1,100,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



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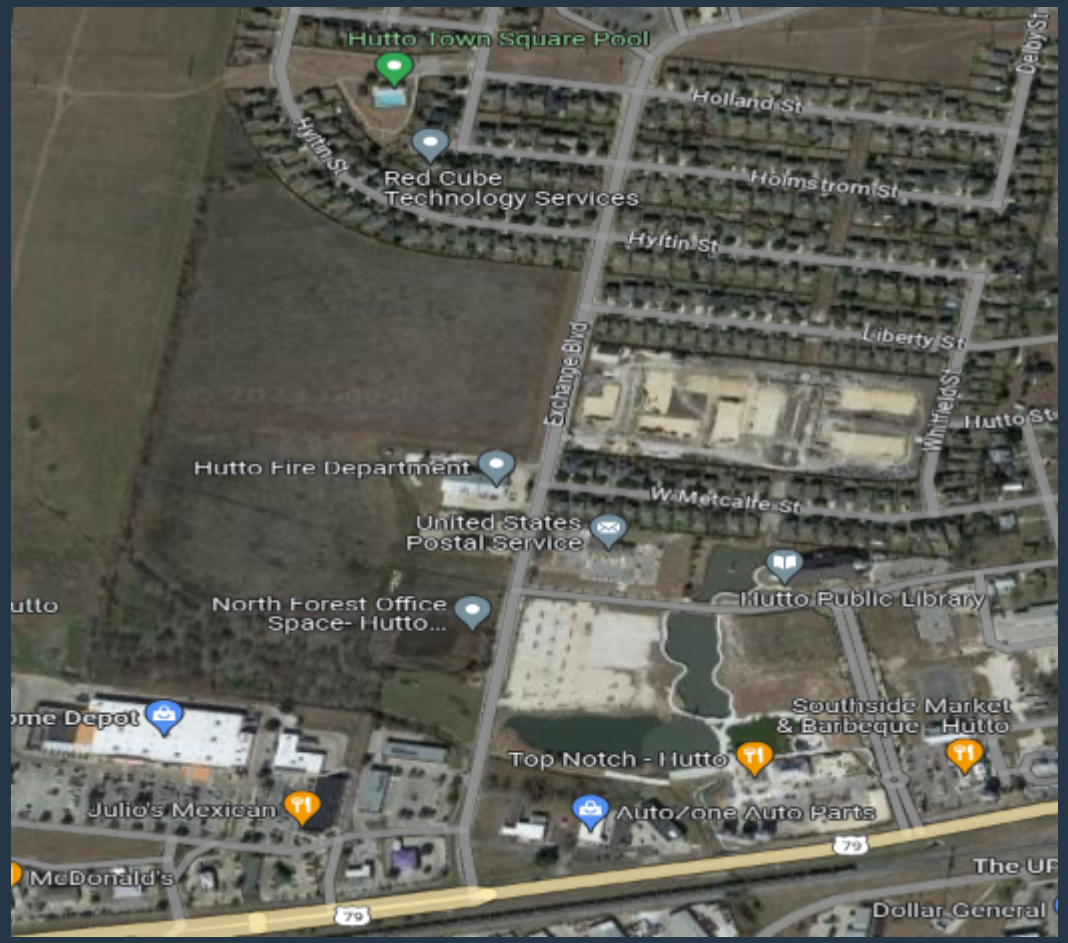
T15-2024 Exchange Blvd Reconstruction (KFA)

Status	• Award design on 10/12/23
What's Next	• Field work • Design
Anticipated Timeline	• Design: CY 24 Q4 • Bid: • Construction: • Completion:



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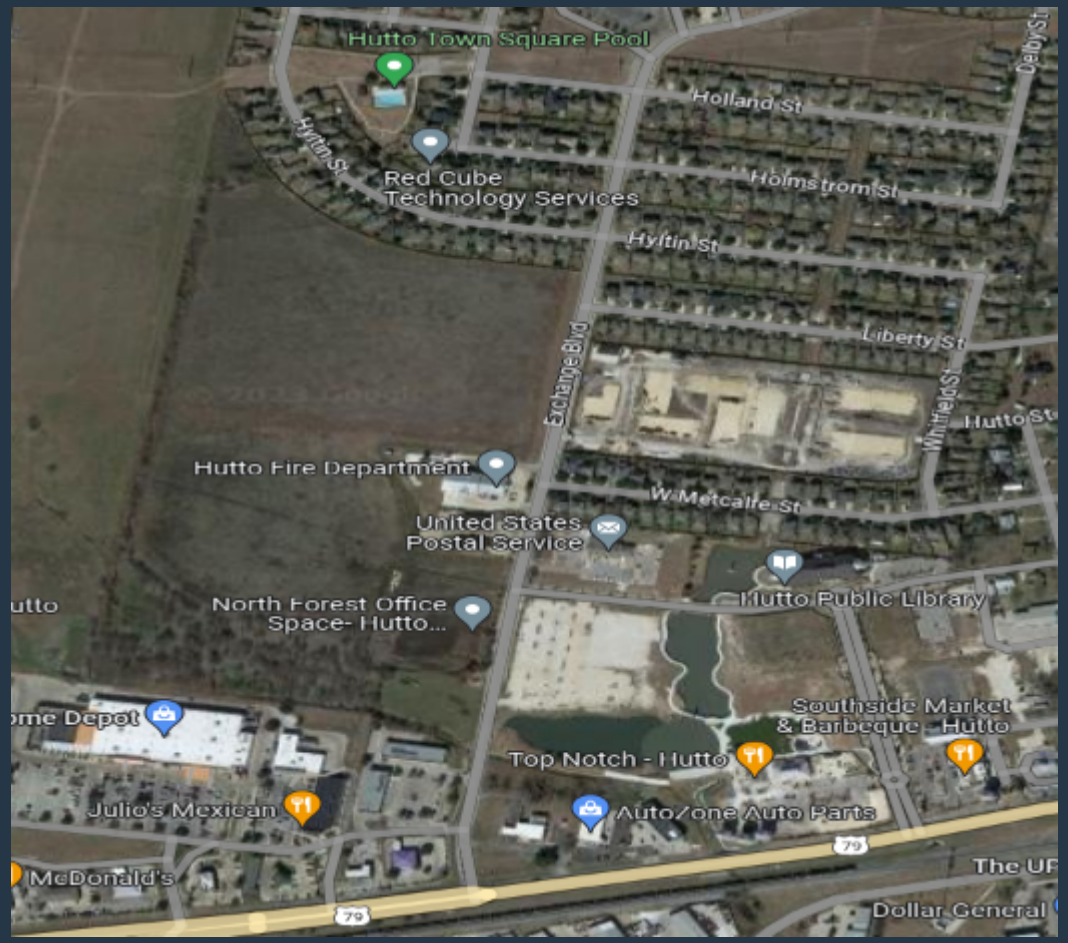
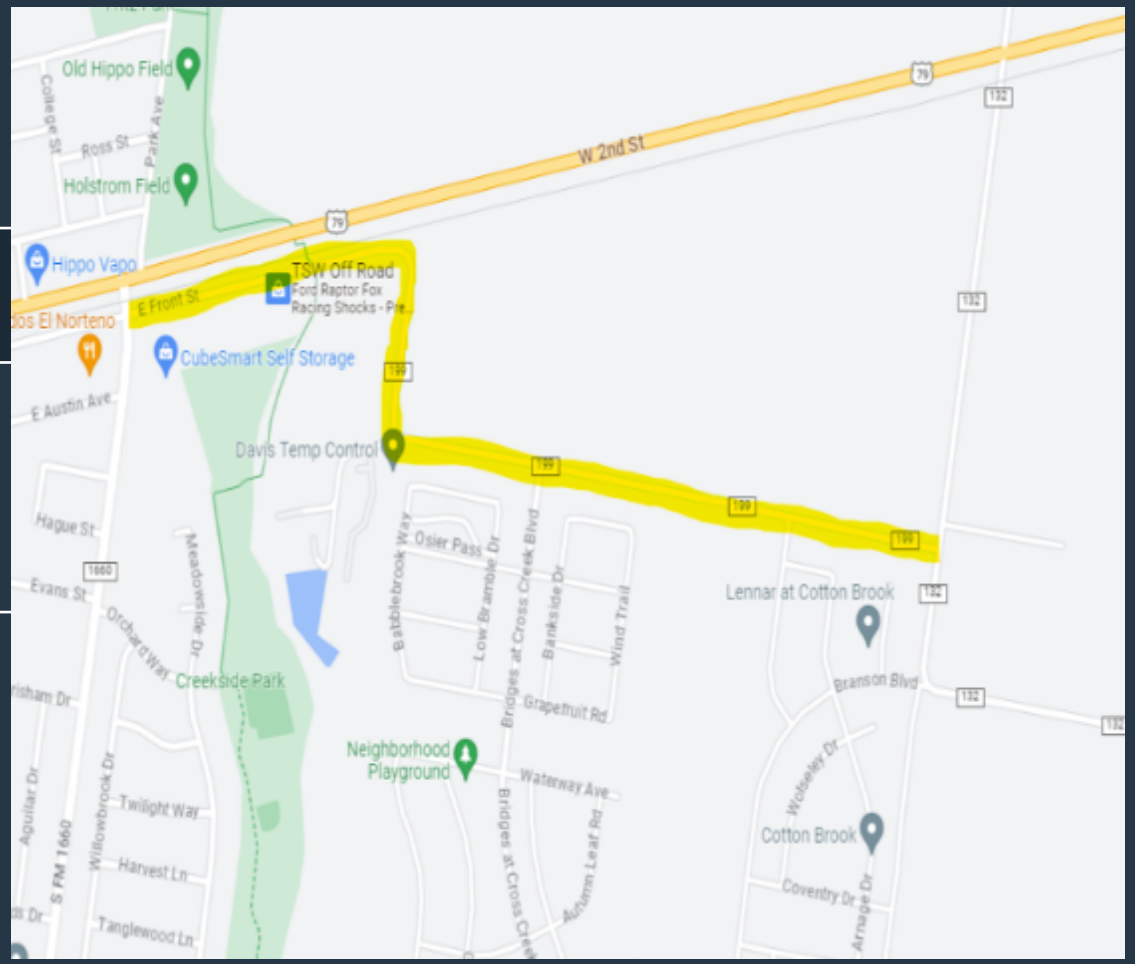
T15-2024 Exchange Blvd Reconstruction (KFA)

FY 24 CIP Budget	$1,100,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$4,400,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



T19-2024 CR 199 Reconstruction (FNI)

Status	• Award design on 10/12/23
What's Next	• Field work • Design
Anticipated Timeline	• Design: CY 24 Q4 • Bid: • Construction: • Completion:



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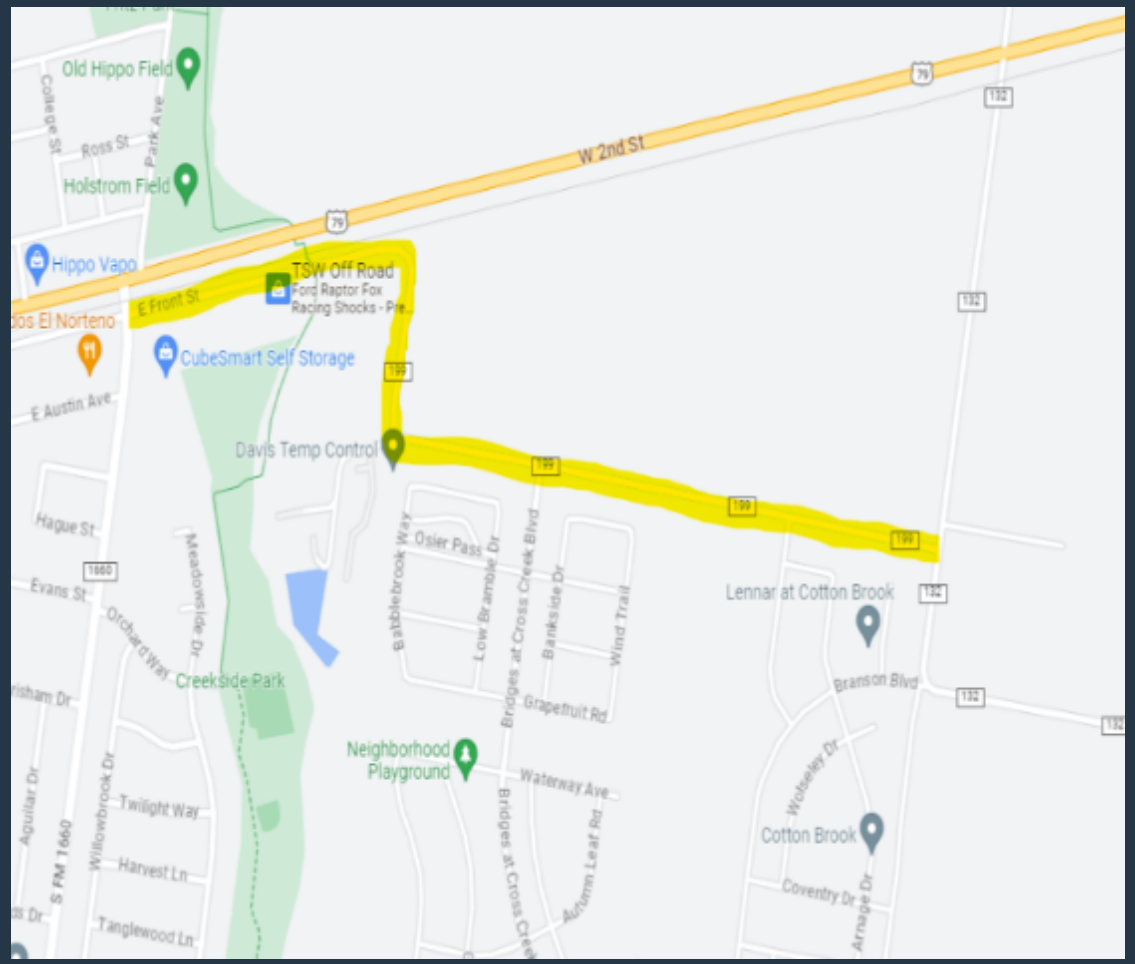
T19-2024 CR 199 Reconstruction (FNI)

FY 24 CIP Budget	$1,100,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$6,820,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



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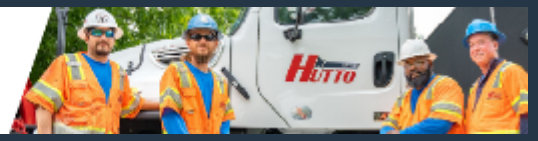
CIP
WATER

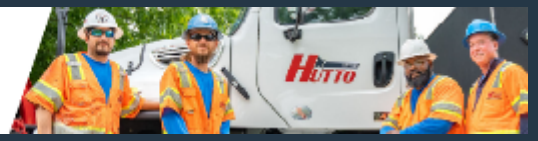
W01-2023 Shiloh and Noack Pump Station Improvements (DCS)

Status	• Construction • Negotiate additional easement or land acquisition
What's Next	Construction completion
Anticipated Timeline	• Design: Complete • Bid: Complete • Construction Start: CY23, Q1 • Completion: CY24, Q1



W01-2023 Shiloh and Noack Pump Station Improvements (DCS)

FY 24 CIP Budget	$5,500,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$5,500,000
Project Estimate	$10,355,600
Prior Year Expenditures	$1,733,025
Project Total Encumbered	$9,851,187
Project Total Spent	$1,733,025



W02-2023 Frame switch 3.0 MG GST #2 (Freese Nichols)

Status	Construction
What's Next	• Construction completion
Anticipated Timeline	• Design: Complete • Bid: Complete • Construction Start: CY23, Q2 • Completion: CY24, Q4

W02-2023 Frame switch 3.0 MG GST #2 (Freese Nichols)

FY 24 CIP Budget	$13,787,500
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$13,787,500
Project Estimate	$19,054,000
Prior Year Expenditures	$6,398,996
Project Total Encumbered	$19,103,589
Project Total Spent	$6,398,996

W03- Northwest Transmission Water Main (Freese Nichols)

Status	95% Design Complete
What's Next	• Final Design • Bidding • Construction
Anticipated Timeline	• Design Complete: CY23, Q4 • Bid: CY23, Q4 • Construction Start: CY23, Q4 • Completion: CY24, Q3

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W03- Northwest Transmission Water Main (Freese Nichols)

FY 24 CIP Budget	$5,430,383
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$16,510,155
Prior Year Expenditures	$362,983
Project Total Encumbered	$640,192
Project Total Spent	$362,983

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W04-2023 Megasite Water Lines Ph 1 (CP&Y)

Status

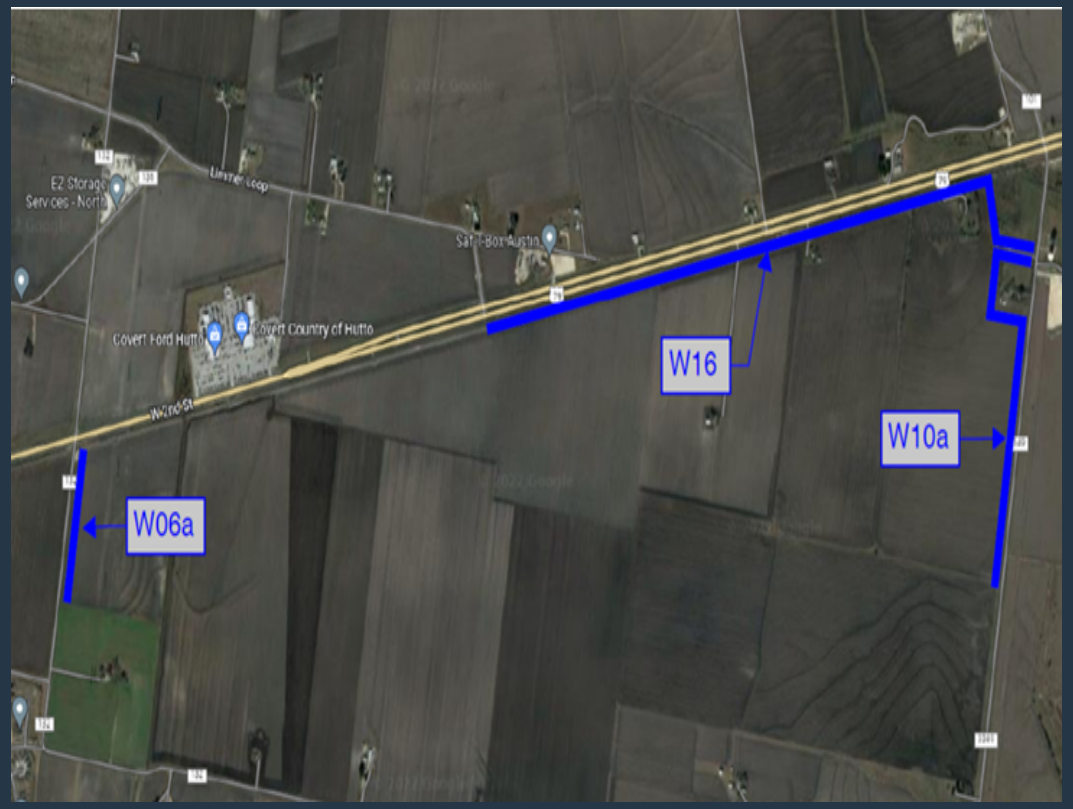
- Contract award (11/2/23)
- Finalizing the ROW documents with Titan and legal is working on the easements with Oncor. All other easements acquired.

What's Next

- Acquire Remaining Easements
- Construction

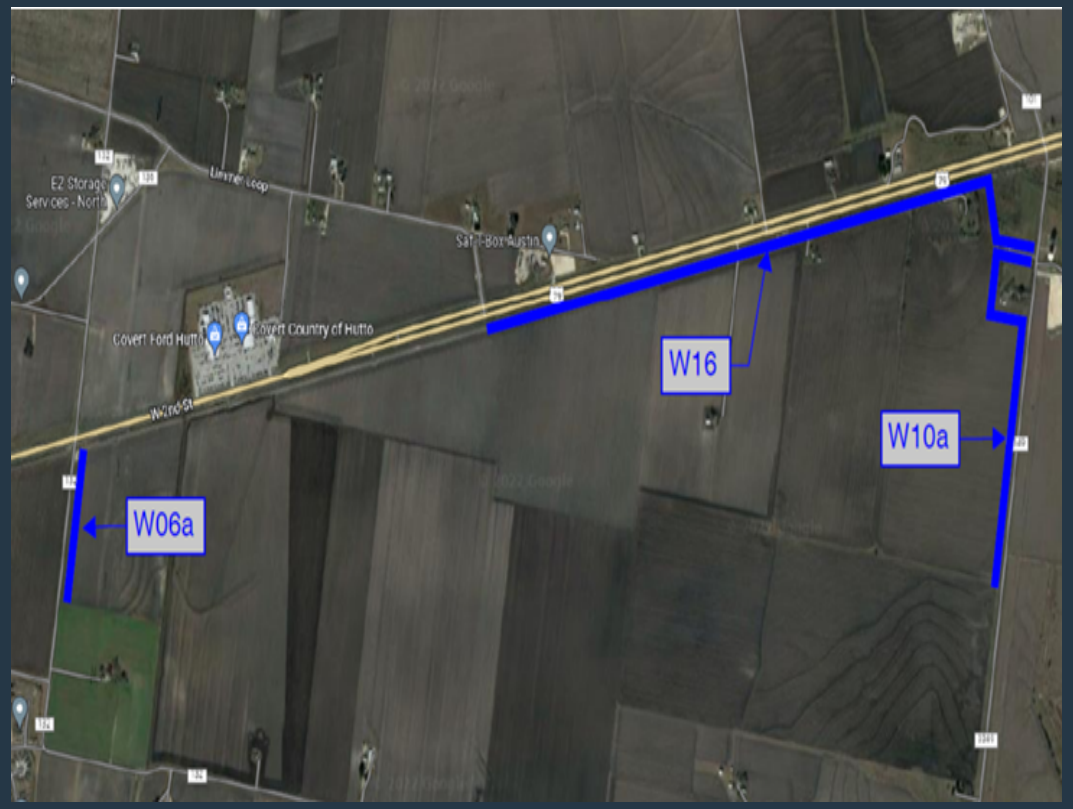
Anticipated Timeline

- Design: CY23, Q3 - Complete
- Bid: CY23, Q4 - Complete
- Construction: CY23, Q4
- Completion: CY24, Q3



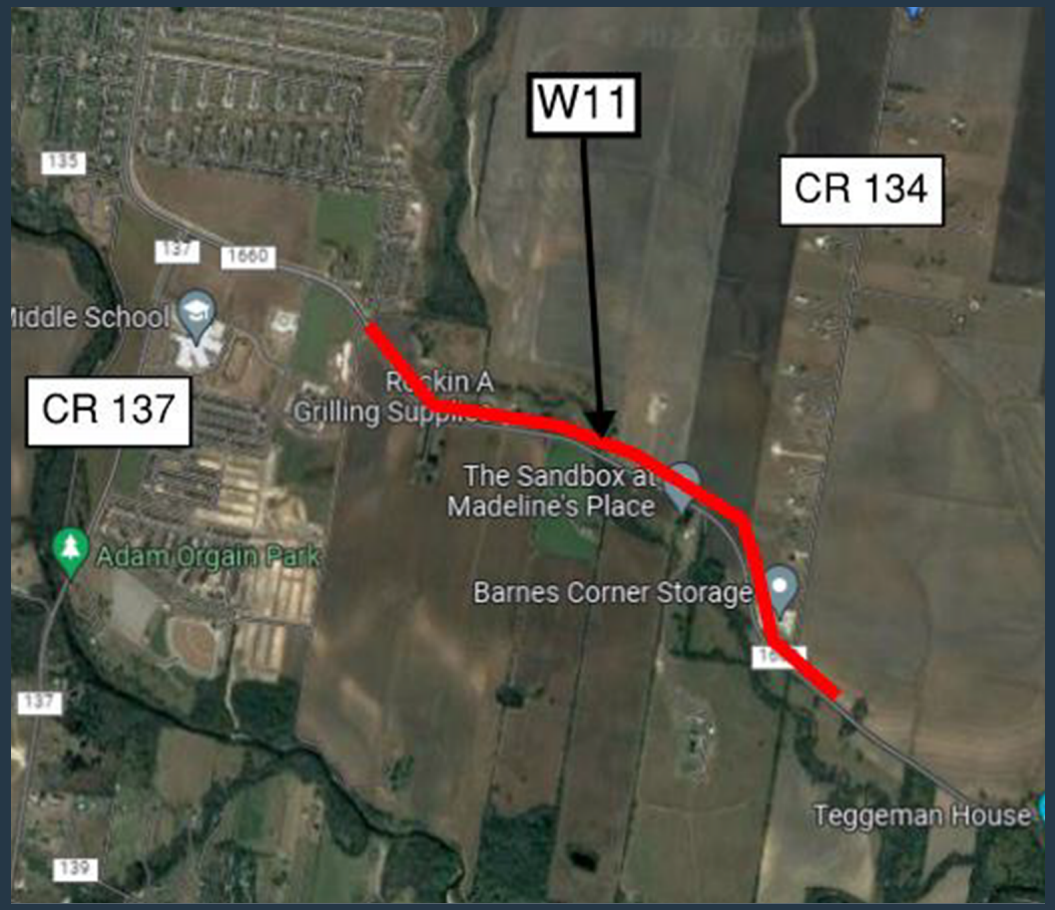
W04-2023 Megasite Water Lines Ph 1 (CP&Y)

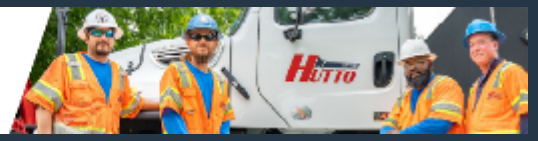
FY 24 CIP Budget	$17,808,791
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$17,808,791
Project Estimate	$17,808,791
Prior Year Expenditures	$687,490
Project Total Encumbered	$737,927
Project Total Spent	$687,490



W06-2023 FM 1660 16" & 20" Waterlines (801 PP) - Ph 1

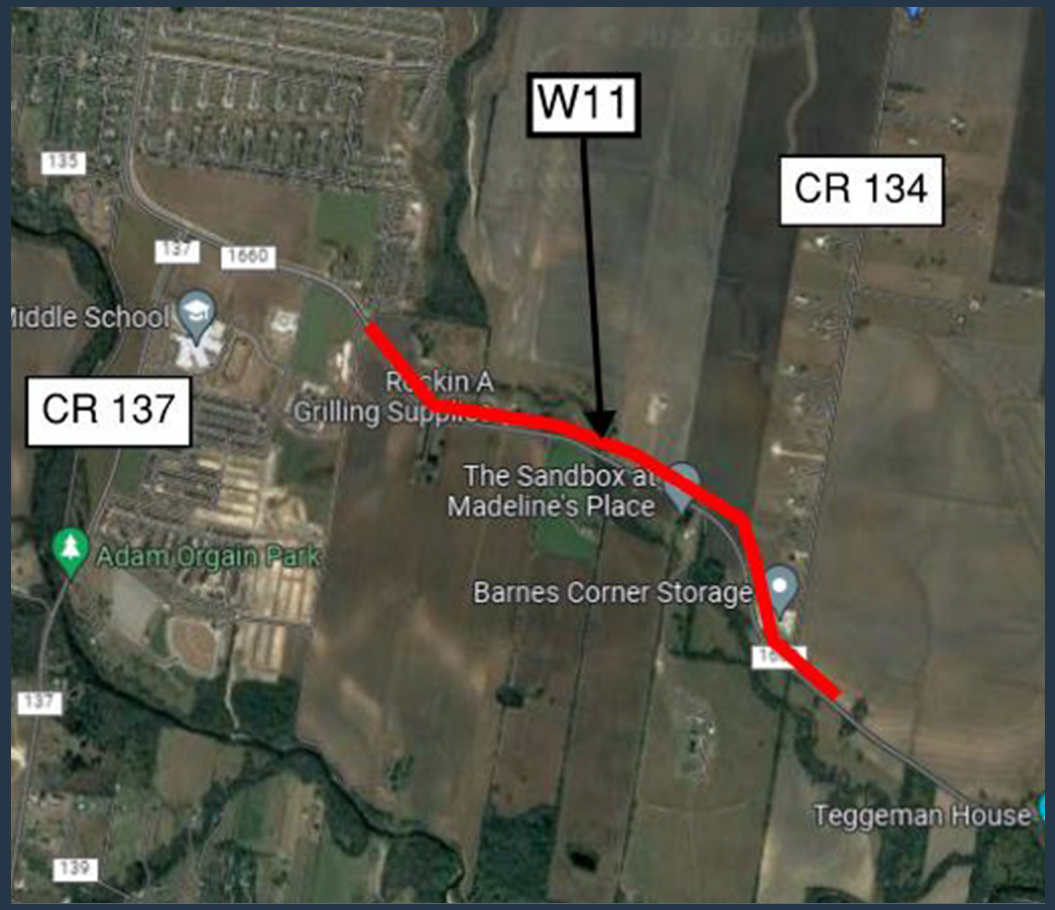
Status	Design Complete
What's Next	Construction
Anticipated Timeline	• Design: TBD • Bid: TBD • Construction: TBD • Completion: TBD





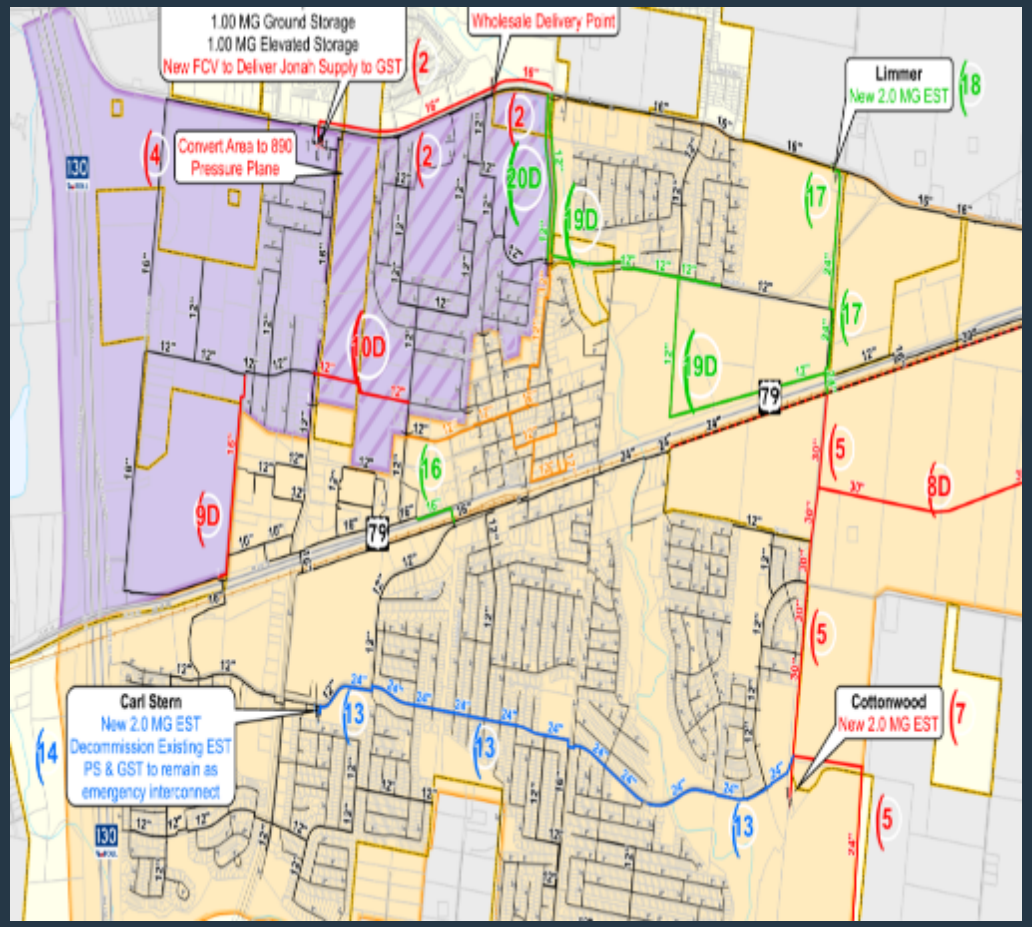
W06-2023 FM 1660 16" & 20" Waterlines (801 PP) - Ph 1

FY 24 CIP Budget	$1,313,087
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$1,313,087
Project Estimate	$1,313,087
Prior Years Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



W07-2023 New 2.0 MG 801 Elevated Storage Tank (Cobb Fendley)

Status	Awarded on 9/28/23
What's Next	Begin design and land acquisition
Anticipated Timeline	• Design: CY 23, Q4 • Land Acquisition: CY 23, Q4 • Bidding: CY 24, Q4 • Construction: CY 26, Q4



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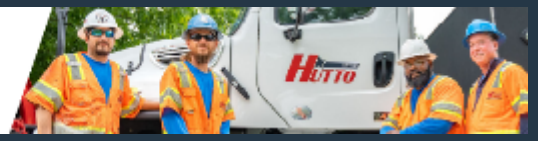
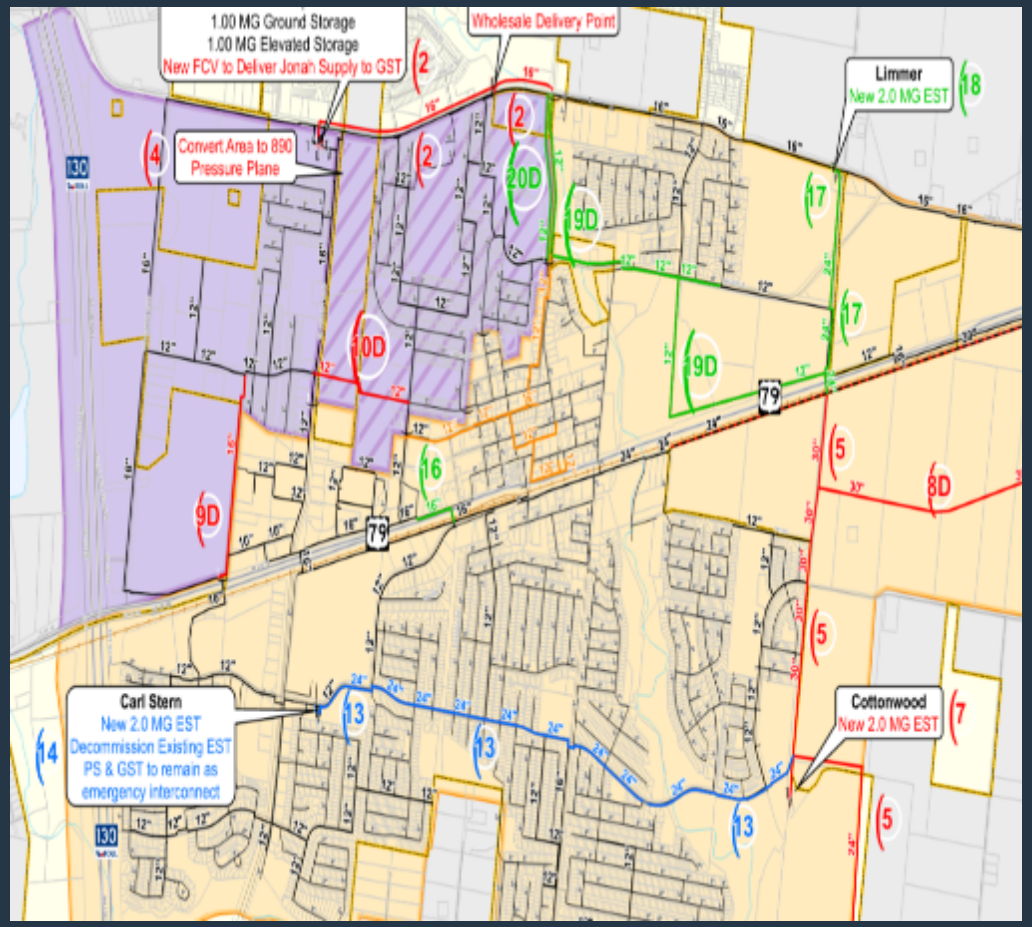
Building the Future



W07-2023 New 2.0 MG 801 Elevated Storage Tank

FY 24 CIP Budget	$3,216,500
Encumbered FY 24	$1,021,474
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$14,541,500
Prior Year Expenditures	$22,453
Project Total Encumbered	$1,082,034
Project Total Spent	$22,453



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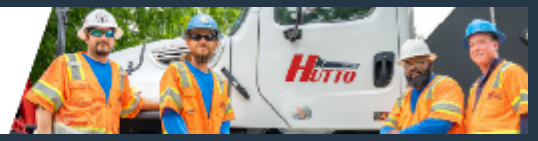

W11-2023 Transmission Line (801PP) (DCS)

Status	In Construction
What's Next	Construction completion
Anticipated Timeline	• Design: complete • Bid: complete • Construction: CY23, Q3 • Completion: CY24, Q2

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W11-2023 Transmission Line (801PP) (DCS)

FY 24 CIP Budget	$0
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$5,098,000
Prior Year Expenditures	$1,693,265
Project Total Encumbered	$5,097,859
Project Total Spent	$1,693,265

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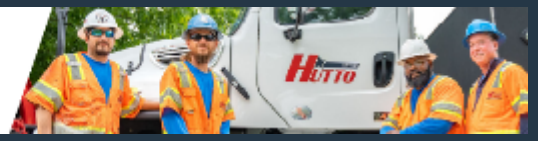
Building the Future

W12-2023 Water Distribution Lines (801PP) (DCS)

Status	In Construction as part of the FM 3349 project through an ILA with Williamson County
What's Next	Construction completion
Anticipated Timeline	• Design: complete • Bid: complete • Construction: CY22, Q3 • Completion: CY23, Q3

W12-2023 Water Distribution Lines (801PP) (DCS)

FY 24 CIP Budget	$2,022,366
Encumbered FY 24	$2,022,366
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$0
Project Estimate	$2,022,366
Prior Year Expenditures	$0
Project Total Encumbered	$2,022,366
Project Total Spent	$0



W16-2024 Smart Ball and Pressure Testing (DCS)

Status	Award on 10/12/2023
What's Next	Conduct Tests
Anticipated Timeline	• Testing to begin CY 23, Q4 • Testing complete CY 24, Q2

W16-2024 Smart Ball and Pressure Testing (DCS)

FY 23 CIP Budget	$1,000,000
Encumbered FY 23	$0
Spent to Date FY 23	$0
FY 23 Budget Remaining (Budget-Encumbered)	$1,000,000
Project Estimate	$1,000,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

W18-2024 Downtown Elevated Tank Renovation

Status Awarded on 9/28/2023

What's Next	Design
Anticipated Timeline	• Design – CY 23, Q4 • Bidding – CY 24, Q2 • Construction – CY 24, Q4

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W18-2024 Downtown Elevated Tank Renovation

FY 24 CIP Budget	$1,300,000
Encumbered FY 24	$50,877
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$1,249,123
Project Estimate	$1,300,000
Prior Year Expenditures	$0
Project Total Encumbered	$50,877
Project Total Spent	$0

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CIP
WASTEWATER

WW01-2023 Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS)

Status	• Survey complete • Land Acquisition conversations in progress
What's Next	• Acquire easements • Complete design
Anticipated Timeline	• Design Complete: CY24, Q2 • Bid: CY24, Q2 • Construction Start: CY24, Q3 • Completion: CY26, Q2

WW01-2023 Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS)

FY 24 CIP Budget	$7,031,618
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$7,031,618
Project Estimate	$14,063,326
Prior Year Expenditures	$4,700
Project Total Encumbered	$1,169,280
Project Total Spent	$4,700

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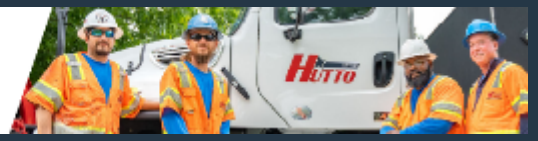
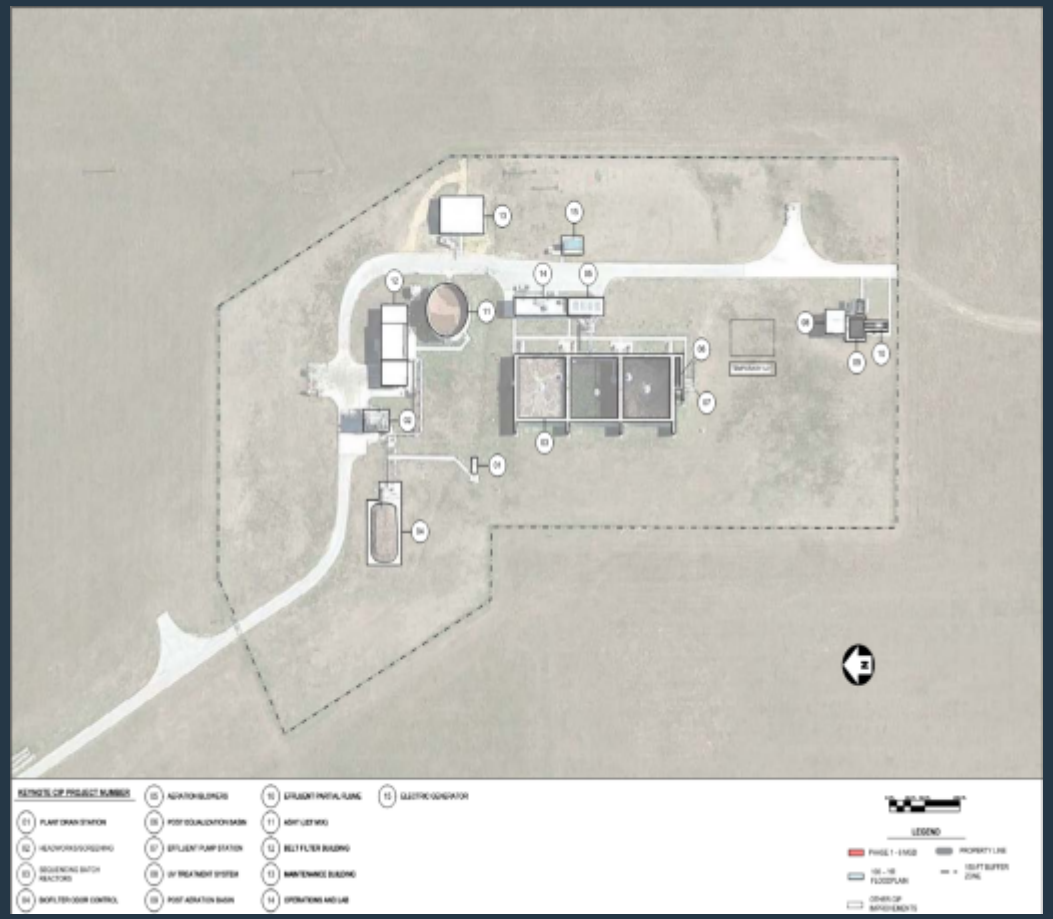
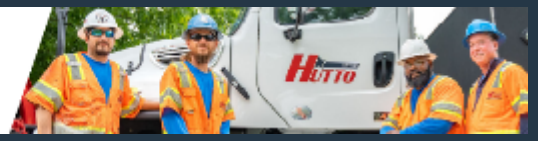
Building the Future



WW03-2023 South WWTP Temporary Chemical/UV System Upgrade (Garver)

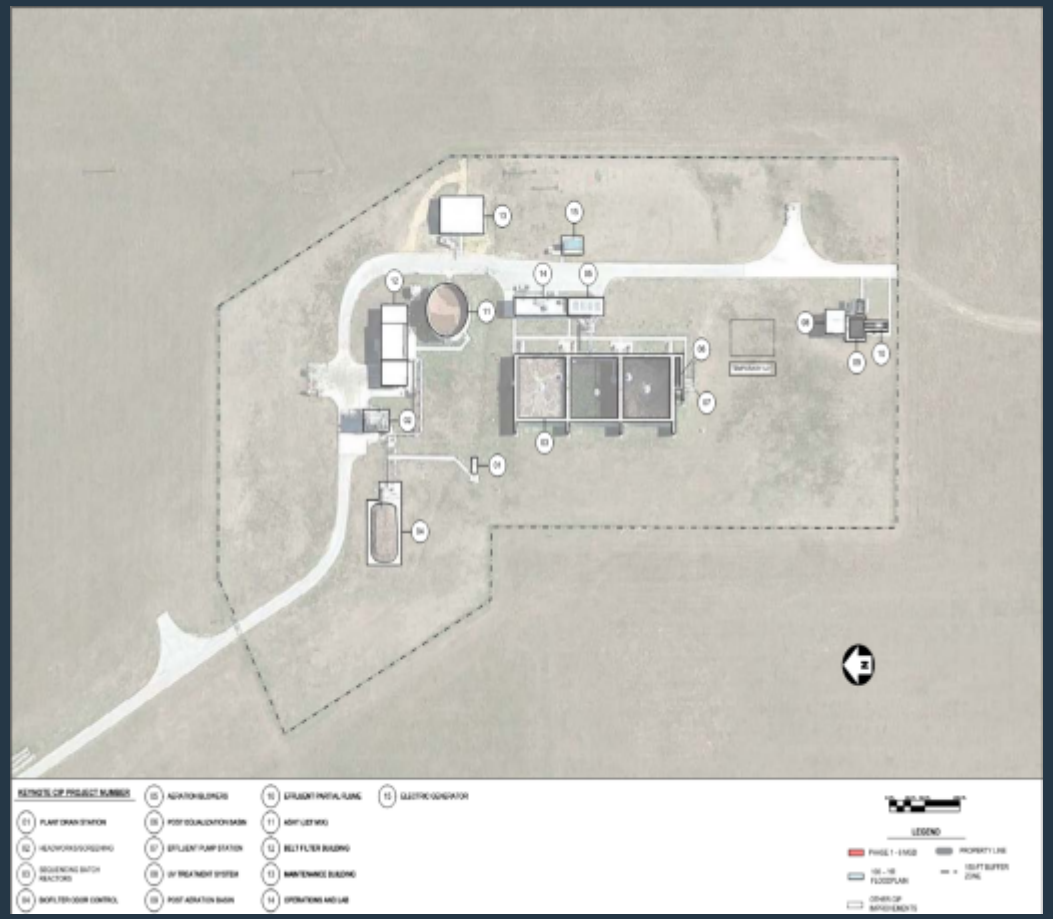
Status	BRA Contract negotiations are in progress
What's Next	• Contract award for purchase of system • Install the system
Anticipated Timeline	• Design: Complete • Bid: CY23, Q2 • Construction Start: CY23, Q4 • Completion: CY24, Q1





WW03-2023 South WWTP Temporary Chemical/UV System Upgrade (Garver)

FY 24 CIP Budget	$612,414
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$612,414
Project Estimate	$1,580,000
Prior Year Expenditures	$162,657
Project Total Encumbered	$276,920
Project Total Spent	$162,657



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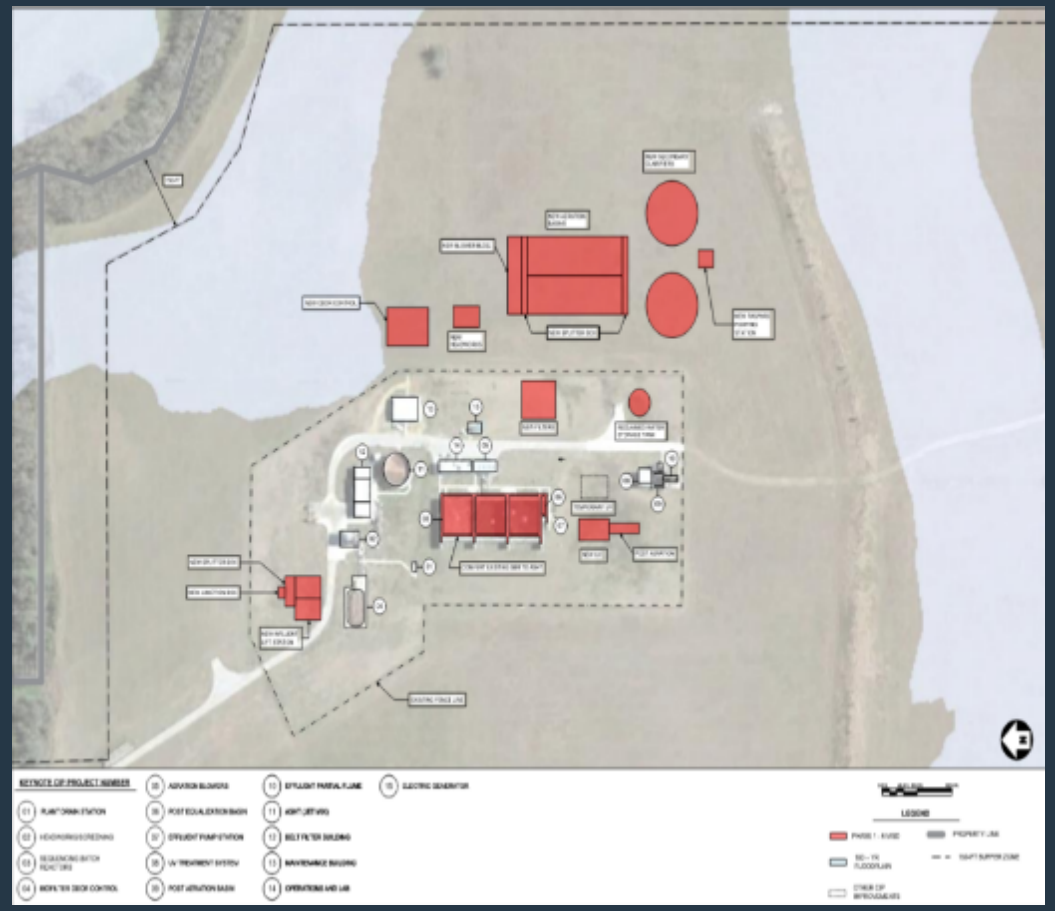
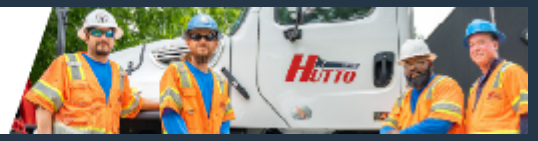
WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (Garver)

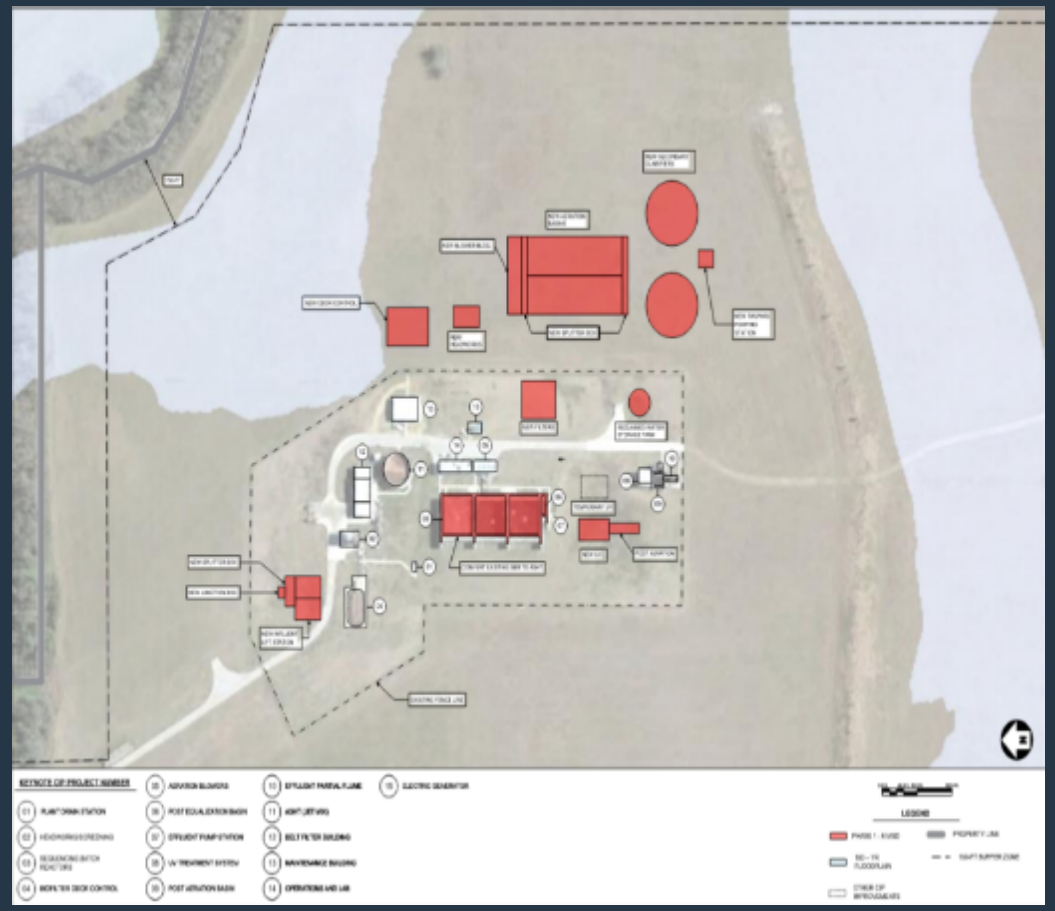
Status	90% Design in progress
What's Next	Complete 90% Design TCEQ Permitting Construction
Anticipated Timeline	• Design Start: CY23, Q2 • Bid: CY 24, Q1 • Completion: CY 26, Q2





WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (Garver)

FY 24 CIP Budget	$14,005,749
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$14,005,749
Project Estimate	$14,005,749
Prior Year Expenditures	$1,880,913
Project Total Encumbered	$14,005,749
Project Total Spent	$1,880,913



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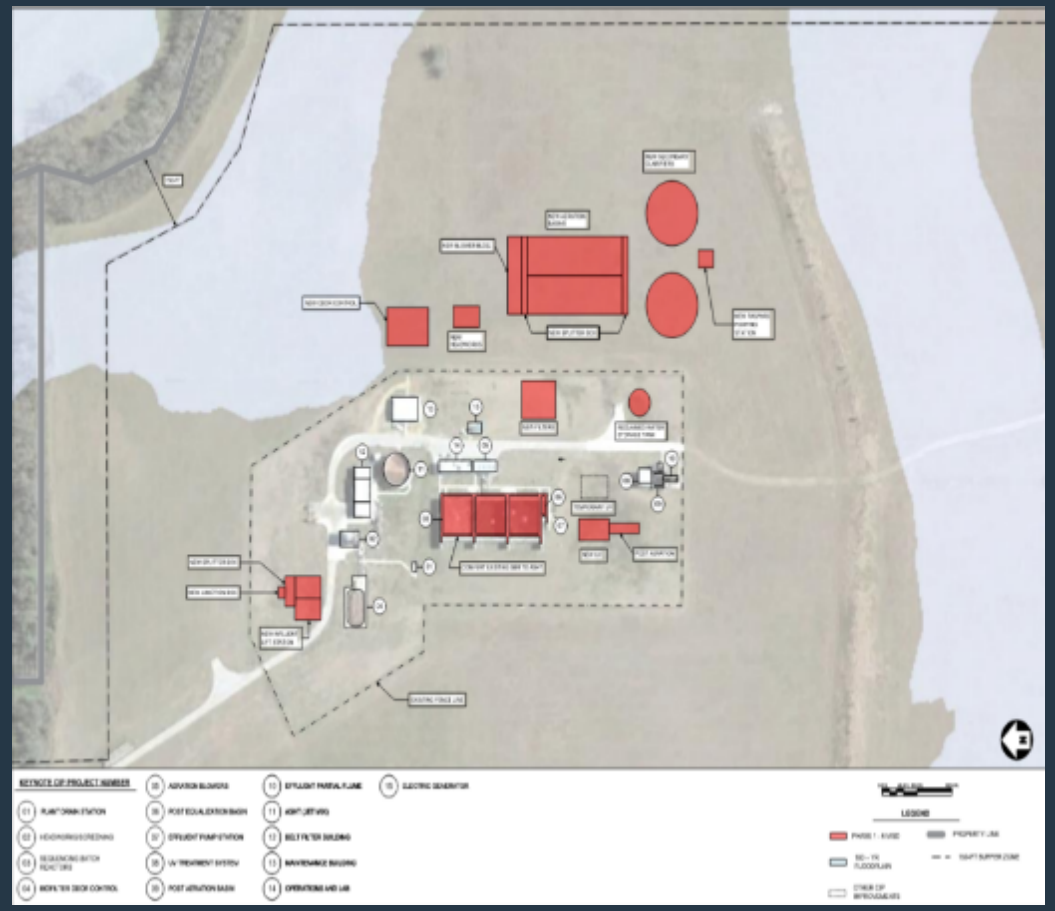
WW06-2023 South WWTP Construction for expansion to 6 MGD (AW)

Status	CMAR is waiting for 90% design
What's Next	90% Design
Anticipated Timeline	• Design Start: CY23, Q2 • Bid: CY 24, Q1 • Completion: CY 26, Q2



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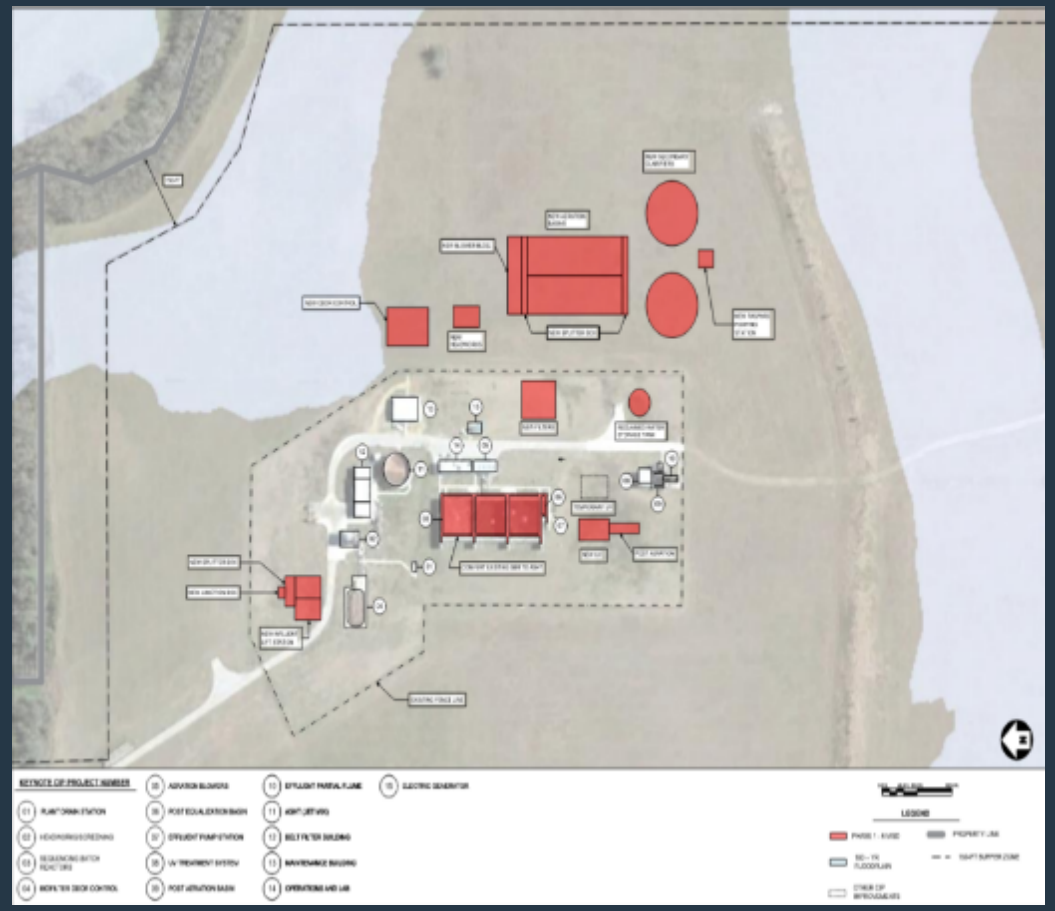
WW05-2023 South WWTP Final Design and Bidding for expansion to 6 MGD (AW)

FY 24 CIP Budget	$90,000,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$90,000,000
Project Estimate	$180,000,000
Prior Year Expenditures	$0
Project Total Encumbered	$
Project Total Spent	$0



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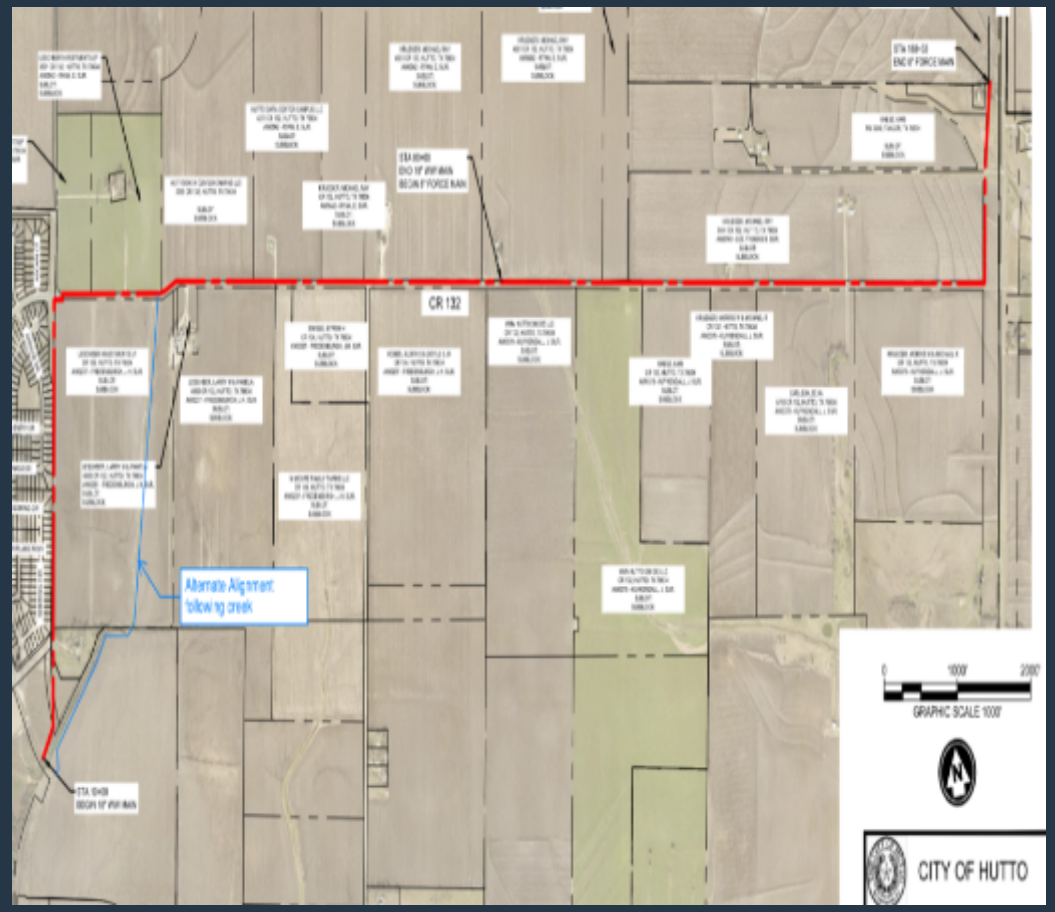
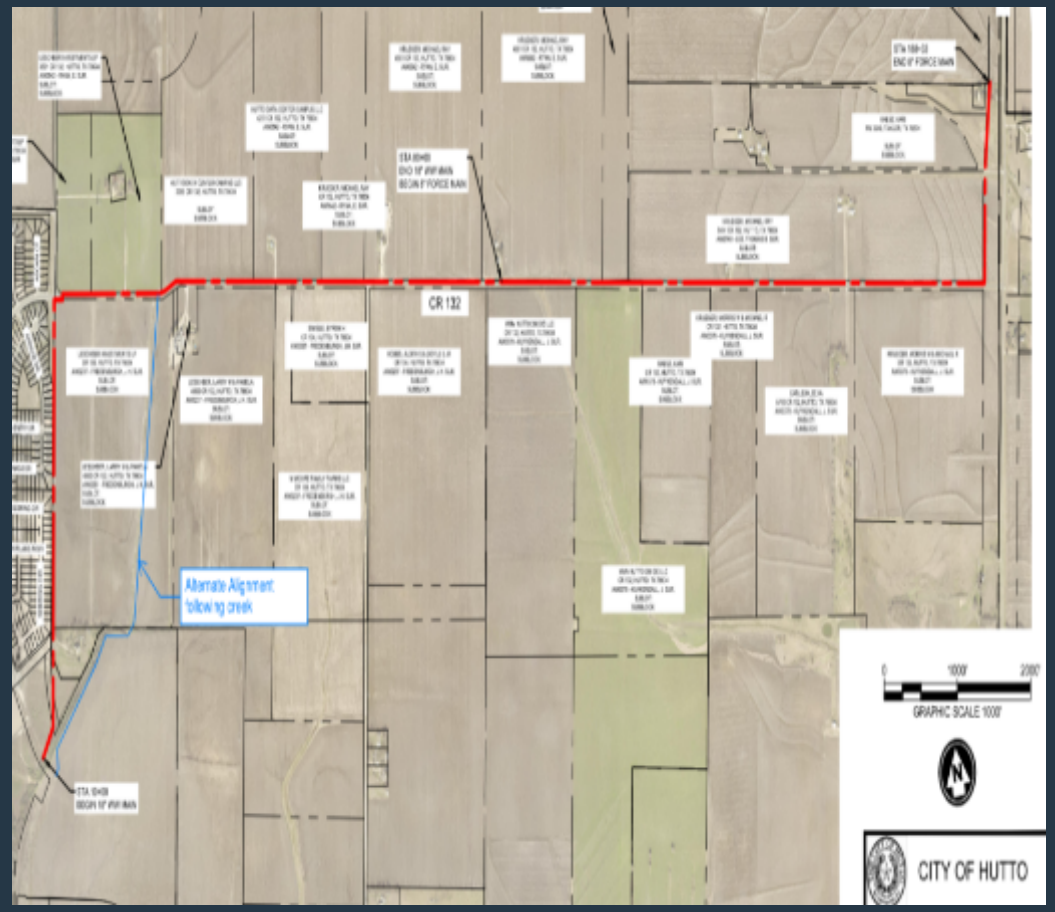
WW07-2023 Megasite Wastewater Lines (K Friese)

Status	Lift station design complete Wastewater lines 60% design complete
What's Next	• 90% design of lines • Final Design • Bid prepurchase of lift station equipment
Anticipated Timeline	• Design: CY22, Q4 • Prepurchase: CY23, Q4 • Bid: CY 24, Q1 • Construction: CY24, Q2 • Completion: CY25, Q2



WW07-2023 Megasite Wastewater Lines (K Friese)

FY 24 CIP Budget	$12,213,274
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$12,213,274
Project Estimate	$15,780,787
Prior Year Expenditures	$905,130
Project Total Encumbered	$1,180,390
Project Total Spent	$905,130



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WW09-2023 Brushy Creek Interceptor Ph. 3 (Cost Participation)

Status	• 100% Design Complete first segment • 50% Design Complete second segment • Developer Engineers
What's Next	• Finalize Design • Construction
Anticipated Timeline	• Design Complete: CY23, Q2 • Bid: NA • Construction: TBD (Dev. Driven) • Completion: TBD (Dev. Driven)

WW09-2023 Brushy Creek Interceptor Ph. 3 (Cost Participation)

FY 24 CIP Budget	$5,761,396
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$5,761,396
Project Estimate	$5,761,396
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

WW10-2023 SE Loop Wastewater Line (CP&Y)

Status	• PER complete • 30% review complete
What's Next	• Respond to 30% Comments • 60% design
Anticipated Timeline	• Design: CY 23, Q2 • Bid: CY 24, Q4 • Construction: CY 25, Q1 • Completion: CY 26, Q3

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WW10-2023 SE Loop Wastewater Line (CP&Y)

FY 24 CIP Budget	$36,216,162
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$36,216,162
Project Estimate	$54,333,712
Prior Year Expenditures	$182,357
Project Total Encumbered	$317,716
Project Total Spent	$182,357

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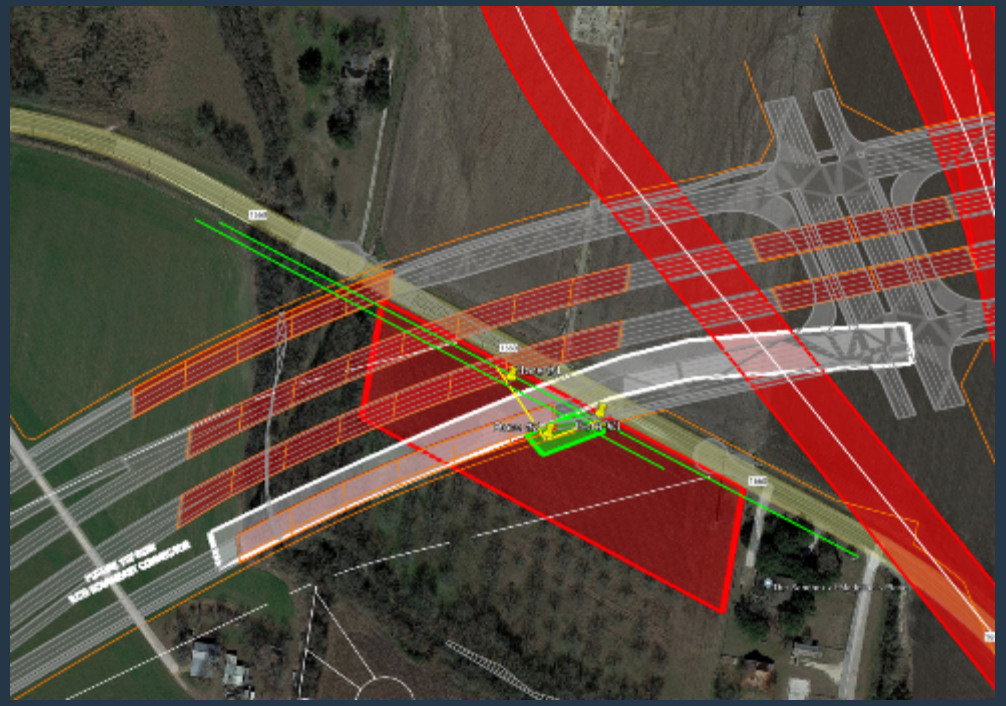
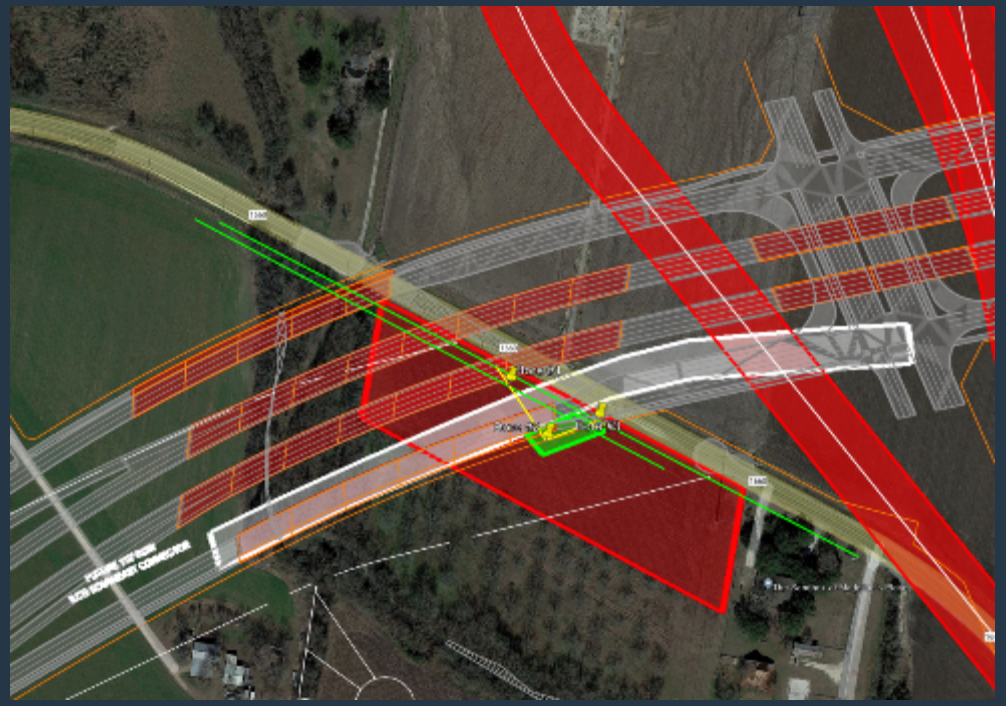
WW14-2024 SE Loop Forcemain Relocation

Status	• Award the contract
What's Next	• Design • Construction
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q2 • Construction: CY 24, Q3 • Completion: CY 25, Q1



WW14-2024 SE Loop Forcemain Relocation

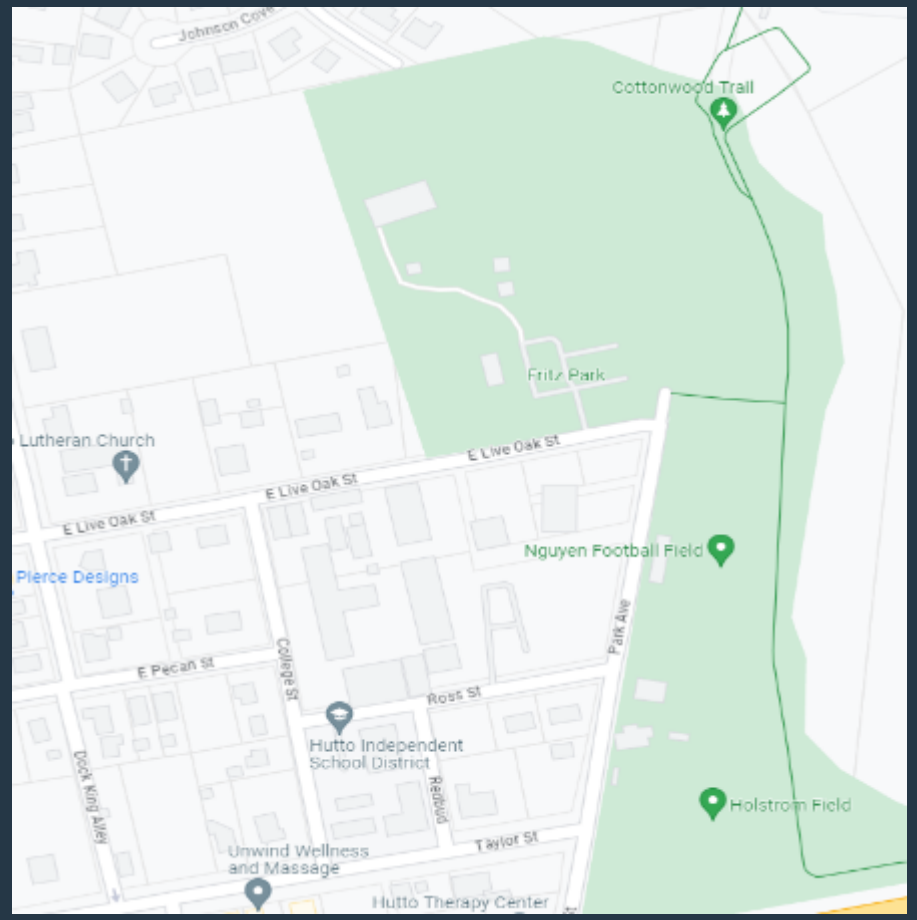
FY 24 CIP Budget	$175,680
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$175,680
Project Estimate	$750,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



CIP
PARKS

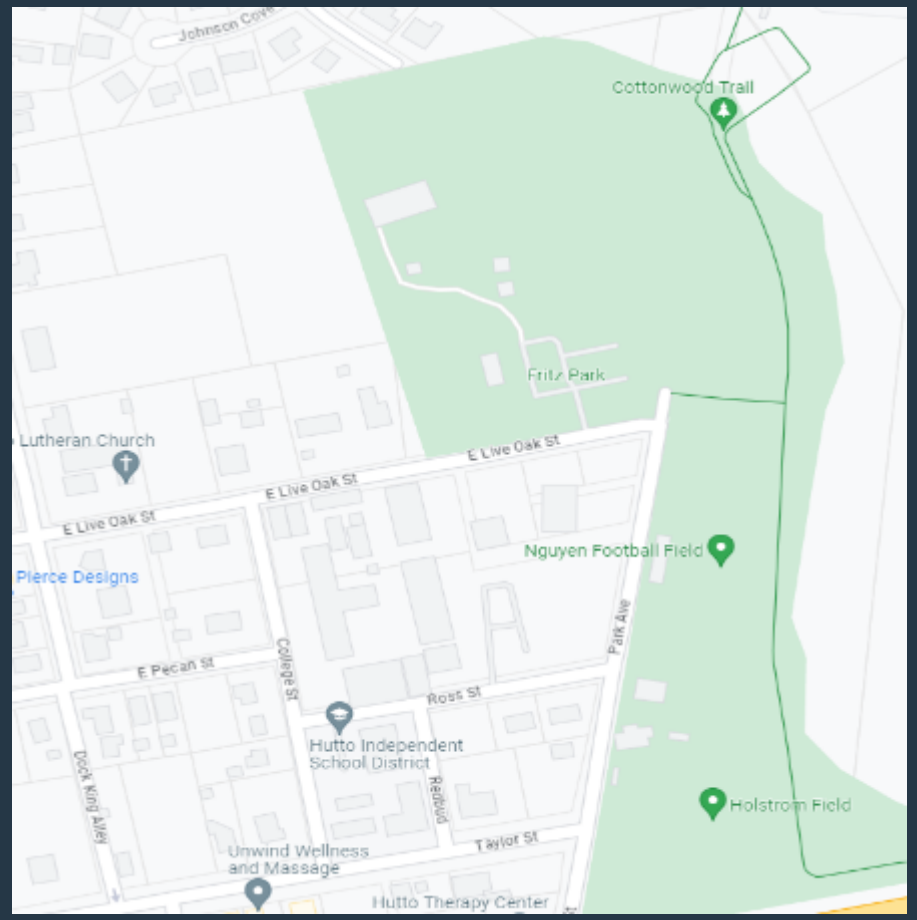
P02-2023 Fritz Park Improvements (Burditt)

Status	• Schematic Design in progress • Award CMAR Pre-construction service (11/2/23)
What's Next	• Schematic Design completion • Design Deliverable • Construction Design • Bidding • Construction
Anticipated Timeline	• Design Start: CY23, Q3 • Bidding Ph 1: CY 24, Q3 • Bidding Ph 2: CY 24,Q2 • Construction: CY 24, Q4 • Completion: CY26, Q2



P02-2023 Fritz Park Improvements (Burditt)

FY 24 CIP Budget	$3,000,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$3,000,000
Project Estimate	$9,800,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



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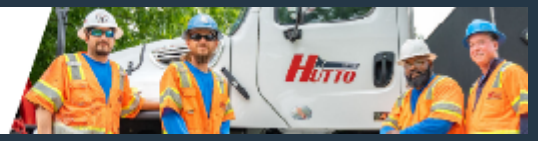
P04-2024 Field Lighting

Status	• 75 % completed • Finalizing Buyboard Bid
What's Next	• Council Approval • Procure lighting • Arrange for installation dates
Anticipated Timeline	• Procurement: • Construction: CY 24, Q4 • Completion: CY26, Q2

P04-2024 Field Lighting

FY 24 CIP Budget	$275,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$275,000
Project Estimate	$299,300
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



P05-2024 Trail Lighting (MHS)

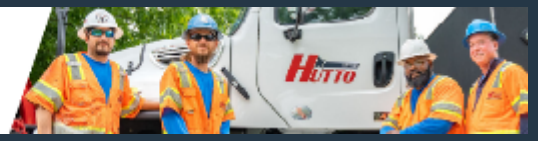
Status	• Awarded on 9/28/23
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4

P05-2024 Trail Lighting (MHS)

FY 24 CIP Budget	$275,000
Encumbered FY 24	$39,930
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$235,070
Project Estimate	$275,000
Prior Year Expenditures	$0
Project Total Encumbered	$39,930
Project Total Spent	$0

P06-2024 Veteran's Memorial

Status	• **In progress**
What's Next	• Approval of design • Construction documents
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4

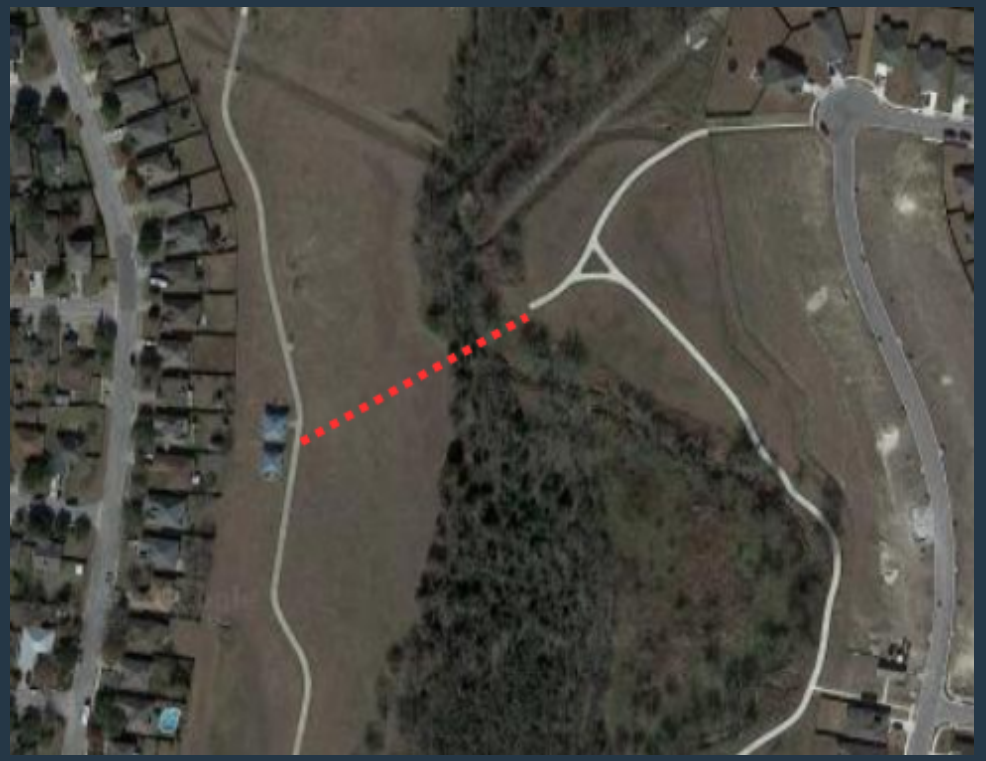


P06-2024 Veteran's Memorial

FY 24 CIP Budget	$125,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$125,000
Project Estimate	$125,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

P08-2024 Cross Creek Trail Expansion (MWM)

Status	• **Awarded 9/28/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



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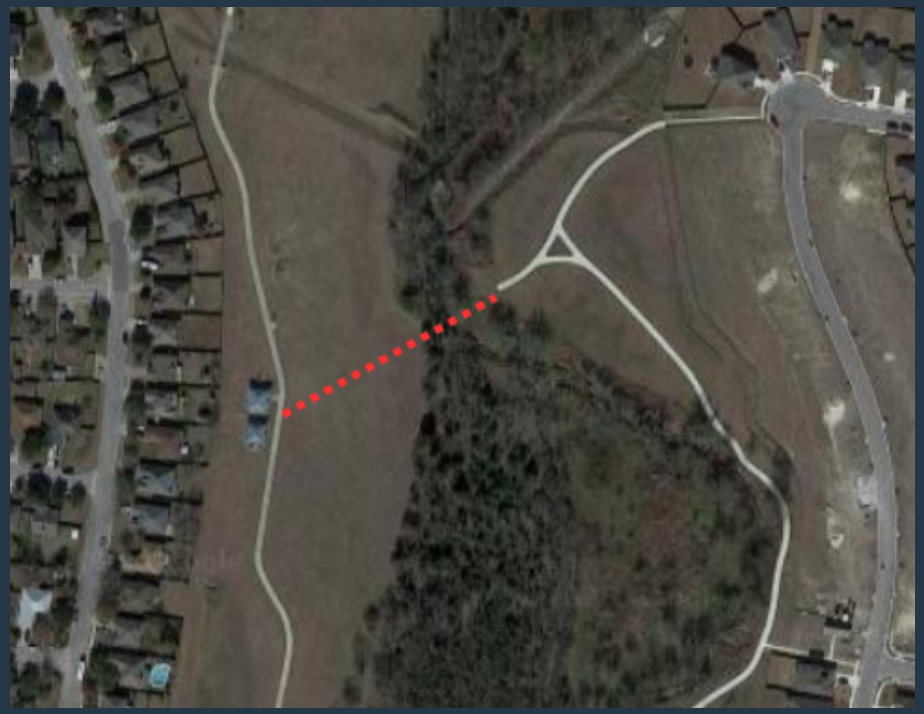
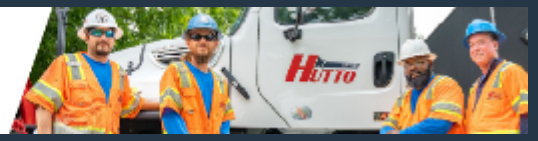
P08-2024 Cross Creek Trail Expansion (MWM)

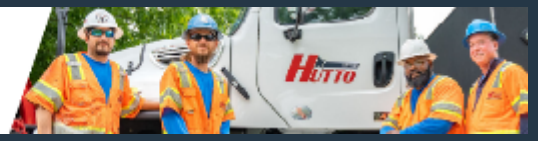
FY 24 CIP Budget	$60,000
Encumbered FY 24	$30,000
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$30,000
Project Estimate	$60,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0





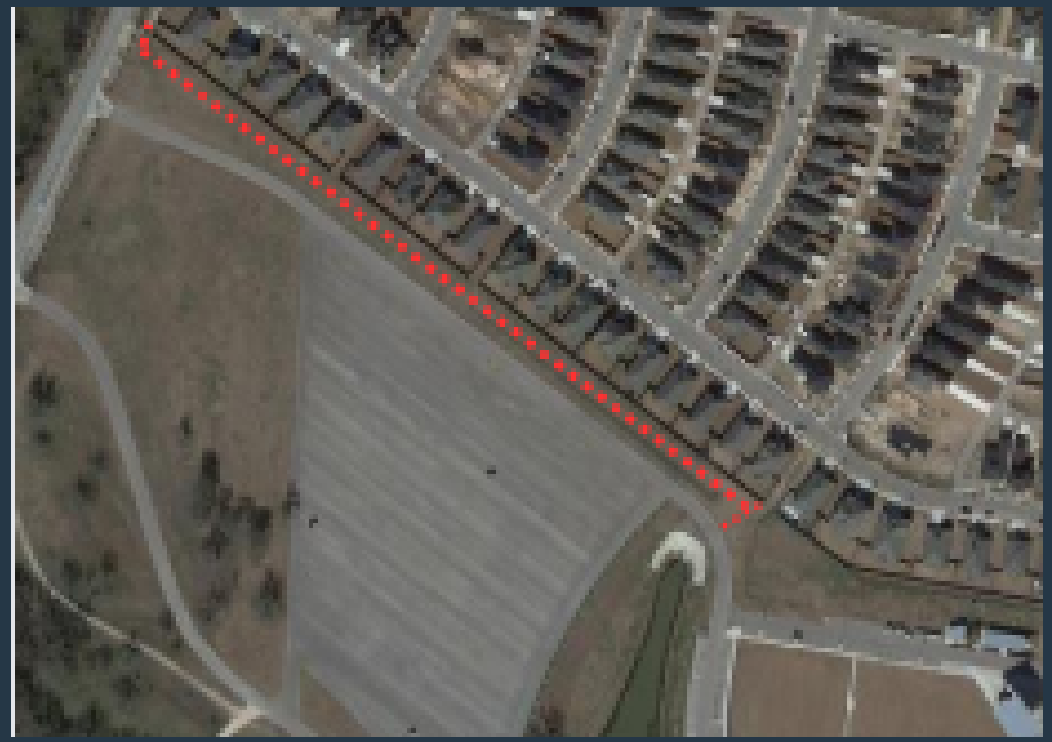
P09-2024 Adam Orgain Trail Expansion (Clark Condon)

Status	• **Awarded 9/28/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



P09-2024 Adam Orgain Trail Expansion (Clark Condon)

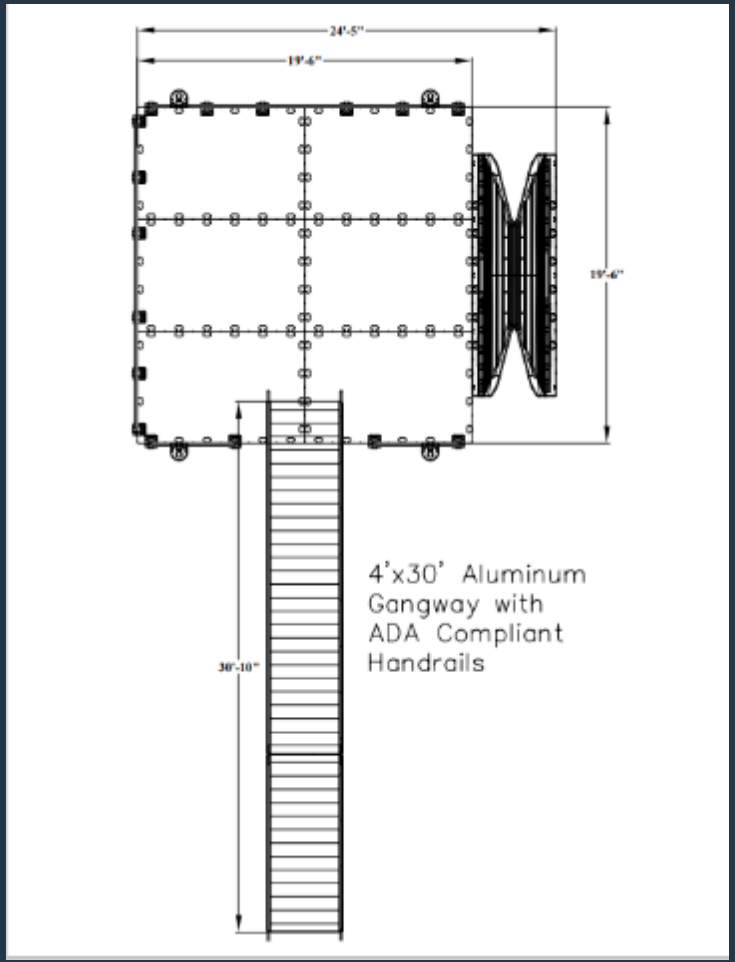
FY 24 CIP Budget	$75,000
Encumbered FY 24	$30,600
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$44,400
Project Estimate	$75,000
Prior Year Expenditures	$0
Project Total Encumbered	$30,600
Project Total Spent	$0

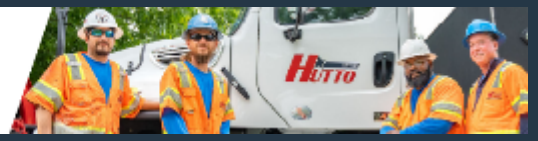


huttotx.gov/CIP

P10-2024 Hutto Lake Park Dock Replacement

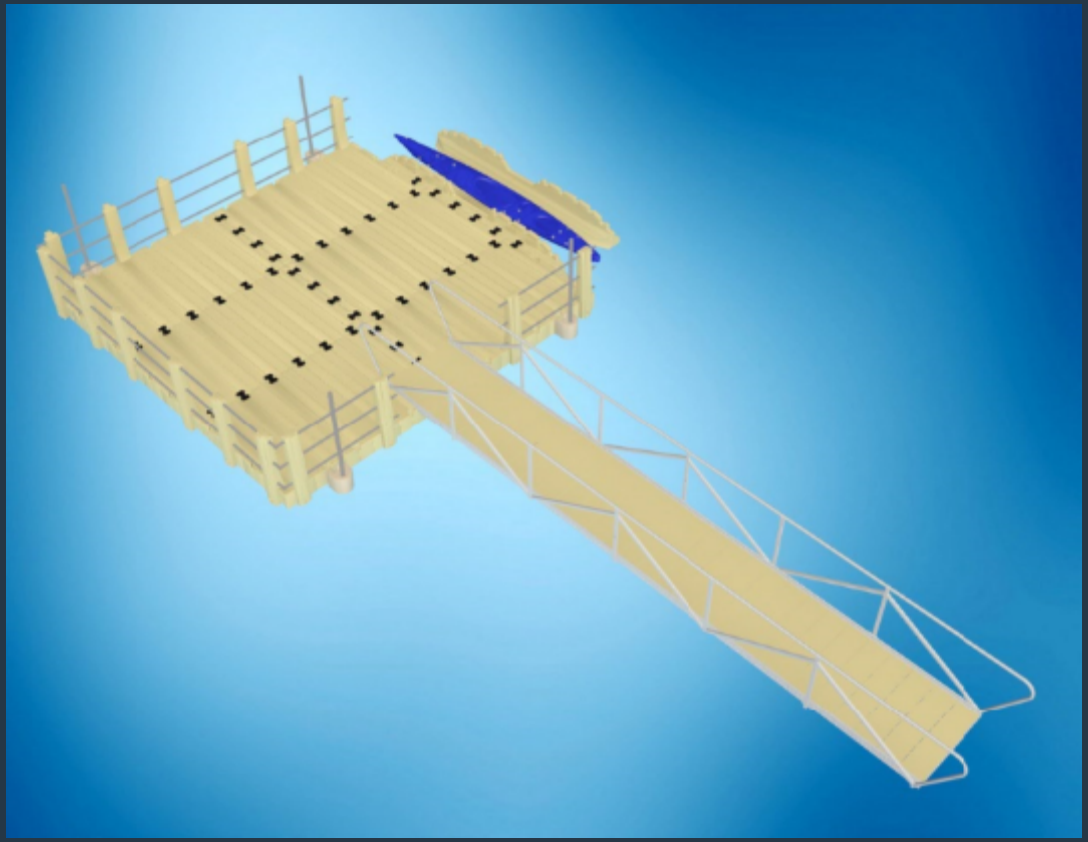
Status	• **Awarded**
What's Next	• Procurement • Installation (2023)
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4





P10-2024 Hutto Lake Park Dock Replacement

FY 24 CIP Budget	$50,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$50,000
Project Estimate	$46,991.94
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



huttotx.gov/CIP

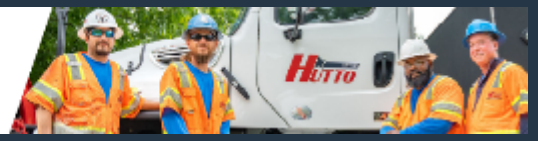
P11-2024 Replace Fencing at Fritz Park Tennis Courts

Status	• **In process**
What's Next	• Procurement (Bidding Closed 10/25) • Installation (2023)
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4

huttotx.gov/CIP

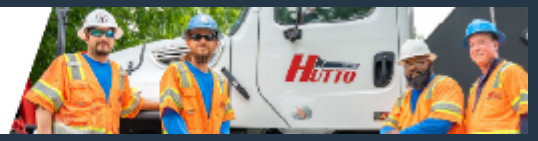
P11-2024 Replace Fencing at Fritz Park Tennis Courts

FY 24 CIP Budget	$45,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$45,000
Project Estimate	$45,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



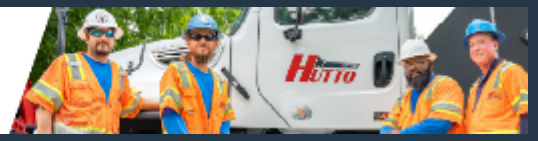
P12-2024 Park Security Cameras (Sunland)

Status	• **Awarded on 9/28/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



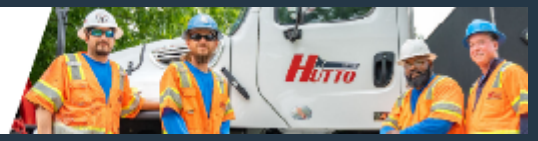
P12-2024 Park Security Cameras (Sunland)

FY 24 CIP Budget	$40,000
Encumbered FY 24	$6,238
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$33,762
Project Estimate	$40,000
Prior Year Expenditures	$0
Project Total Encumbered	$6,238
Project Total Spent	$0



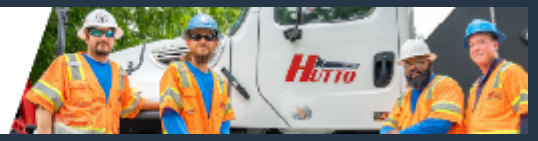
P13-2024 Mager Field ZapStand

Status	• **Not Started**
What's Next	• Procurement • Installation
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



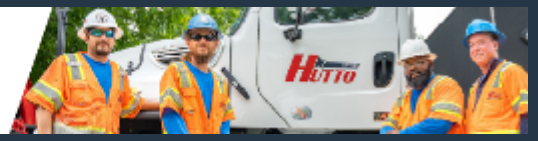
P13-2024 Mager Field ZapStand

FY 24 CIP Budget	$22,500
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$22,500
Project Estimate	$22,500
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



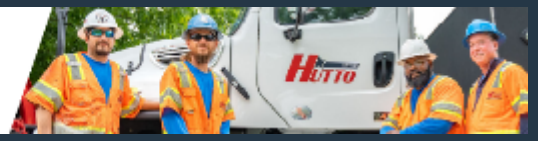
P14-2024 Utility Vehicle with Boom

Status	• **Not Started**
What's Next	• Procurement
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



P14-2024 Utility Vehicle with Boom

FY 24 CIP Budget	$67,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$67,000
Project Estimate	$67,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



P16-2024 Brushy Creek Amphitheater

Status	• **Award on 10/12/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4

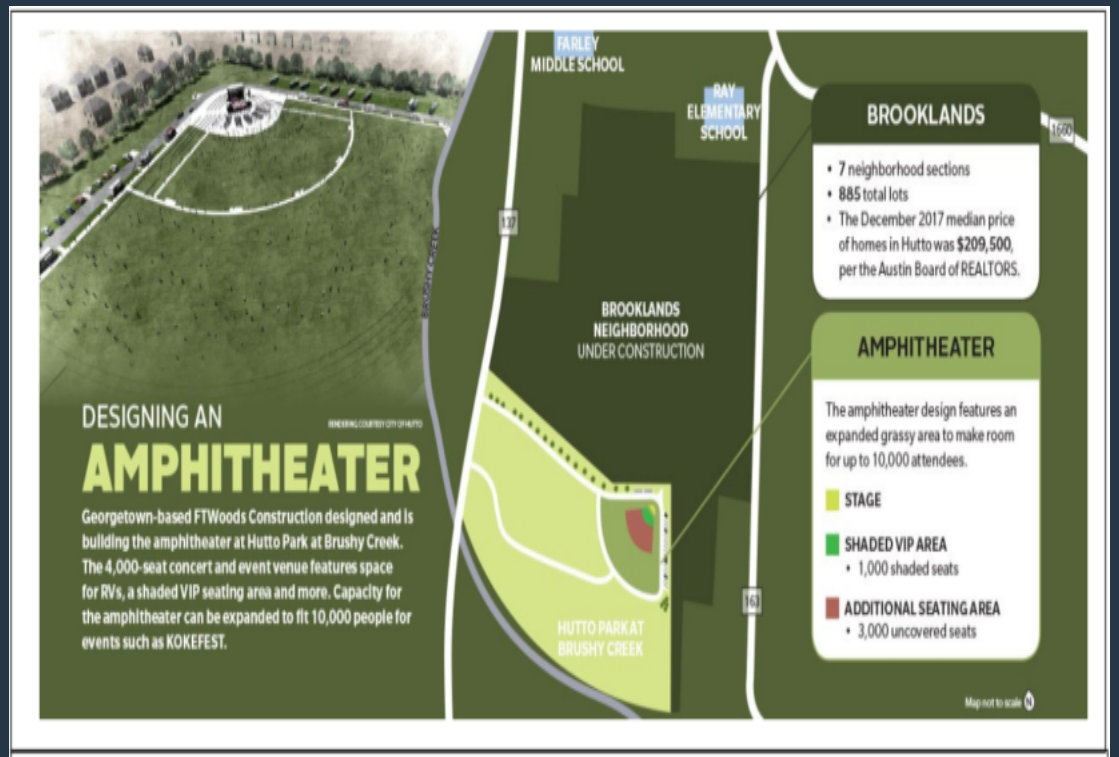
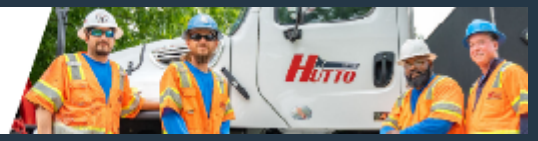


Figure 3.1: Development of the community and the amphitheater marketed as a quality of life incentive. from Community Impact Newspaper May 11, 2018



P16-2024 Brushy Creek Amphitheater

FY 24 CIP Budget	$175,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$175,000
Project Estimate	$1,675,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

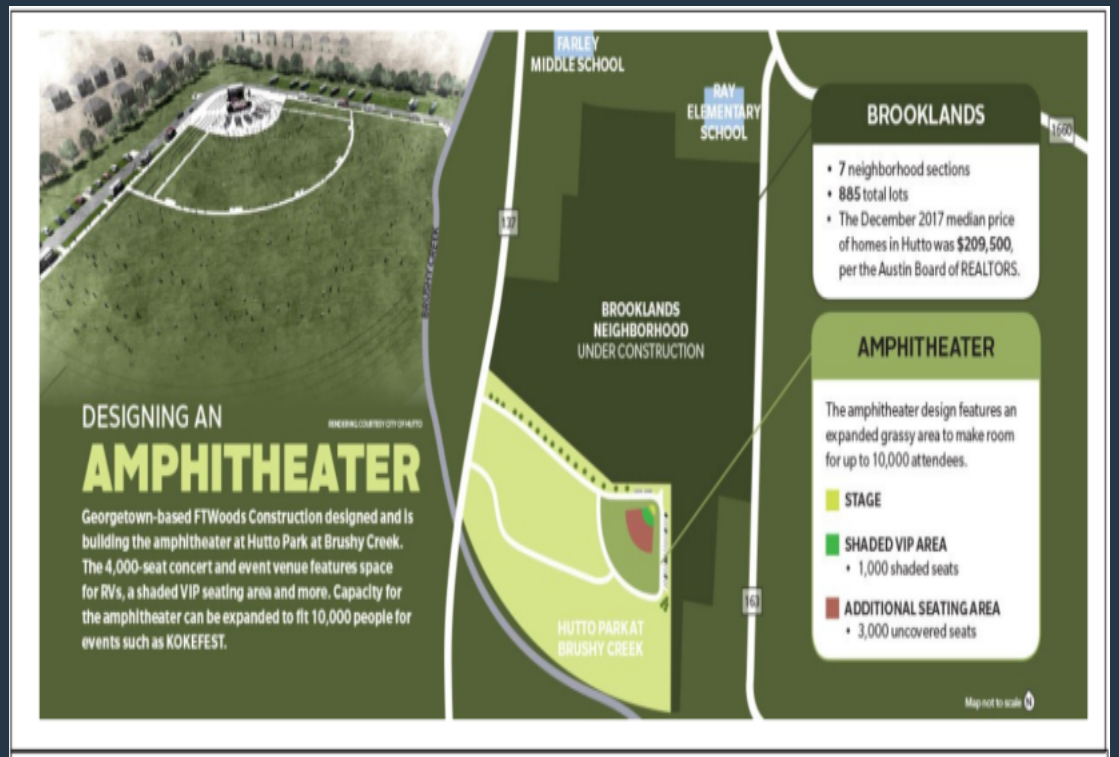
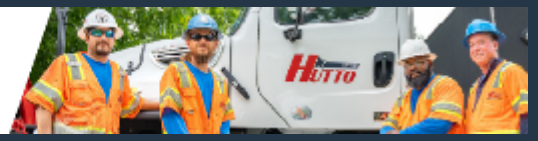


Figure 3.1: Development of the community and the amphitheater marketed as a quality of life incentive.
from Community Impact Newspaper May 11, 2018

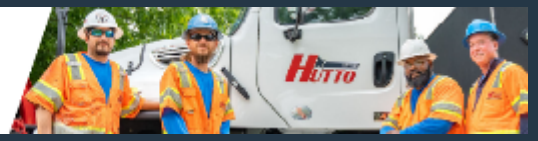
P18-2024 Pickleball Courts (Clark Condon)

Status	• **Awarded on 9/28/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



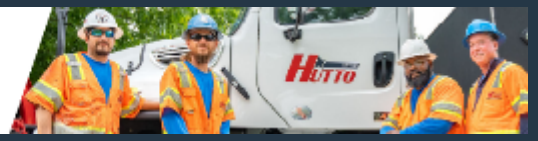
P18-2024 Pickleball Courts (Clark Condon)

FY 24 CIP Budget	$165,000
Encumbered FY 24	$125,000
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$40,000
Project Estimate	$1,675,000
Prior Year Expenditures	$0
Project Total Encumbered	$125,000
Project Total Spent	$0



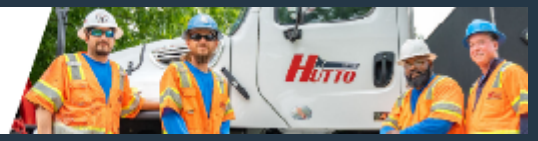
P19-2024 Adam Orgain Restroom (Sunland Group)

Status	• **Awarded on 9/28/23**
What's Next	• Design
Anticipated Timeline	• Design: CY 23, Q4 • Bid: CY 24, Q1 • Construction: CY 24, Q2 • Completion: CY24, Q4



P19-2024 Adam Orgain Restroom (Sunland Group)

FY 24 CIP Budget	$165,000
Encumbered FY 24	$49,678
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$115,322
Project Estimate	$165,000
Prior Year Expenditures	$0
Project Total Encumbered	$49,678
Project Total Spent	$0



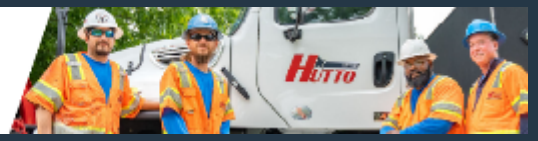
CIP
FACILITIES

F01-2024 Public Works Facility

Status	• **Not Started**
What's Next	• Design
Anticipated Timeline	• Design: TBD • Bid: TBD • Construction: TBD • Completion: TBD

F01-2024 Public Works Facility

FY 24 CIP Budget	$725,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$725,000
Project Estimate	$20,175,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0

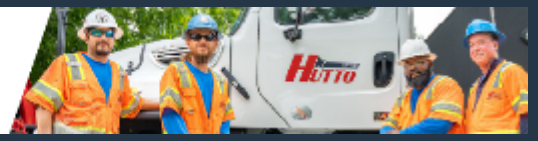


F02-2024 Police Station/Justice Center

Status	• **Not Started**
What's Next	• Design
Anticipated Timeline	• Design: TBD • Bid: TBD • Construction: TBD • Completion: TBD

F02-2024 Police Station/Justice Center

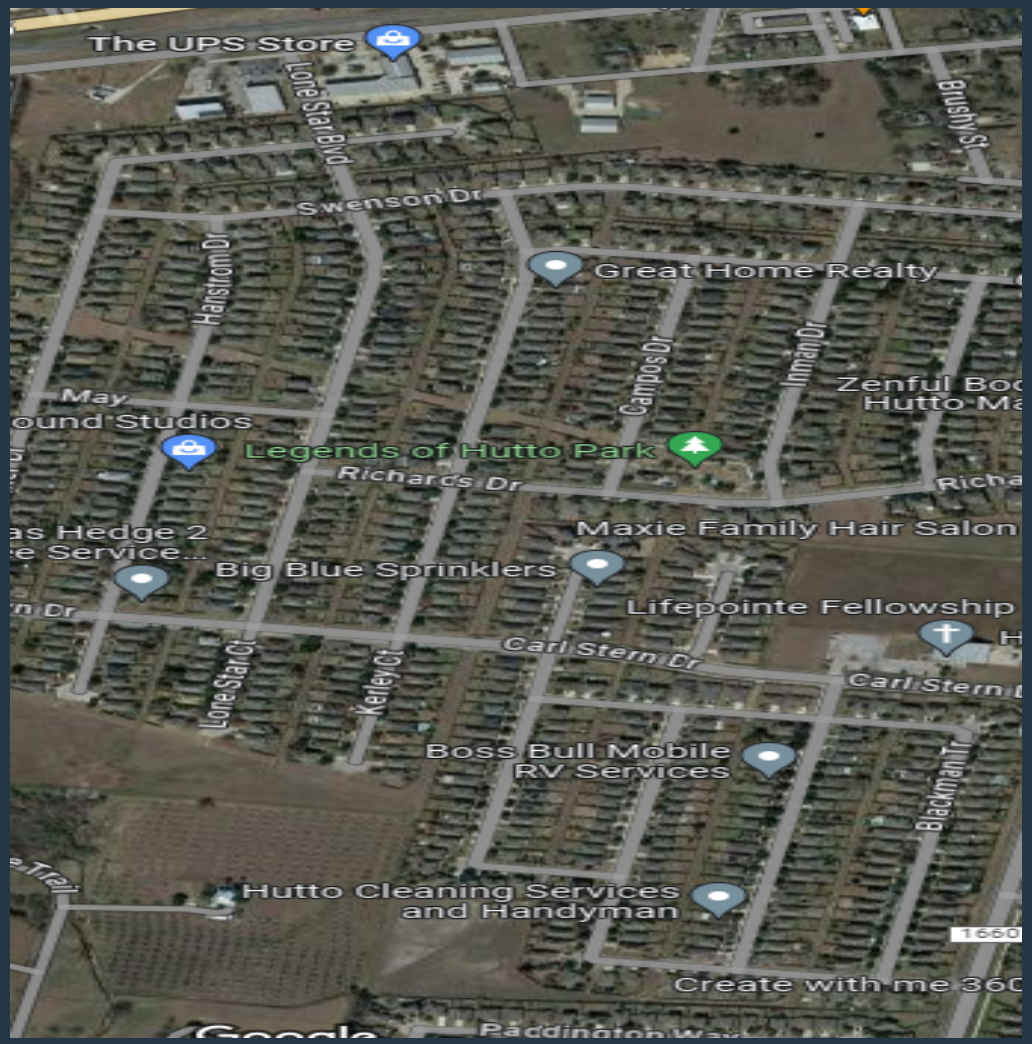
FY 24 CIP Budget	$300,000
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$300,000
Project Estimate	$53,000,000
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



CIP
DRAINAGE

D01-2024 Legends of Hutto Drainage Improvements

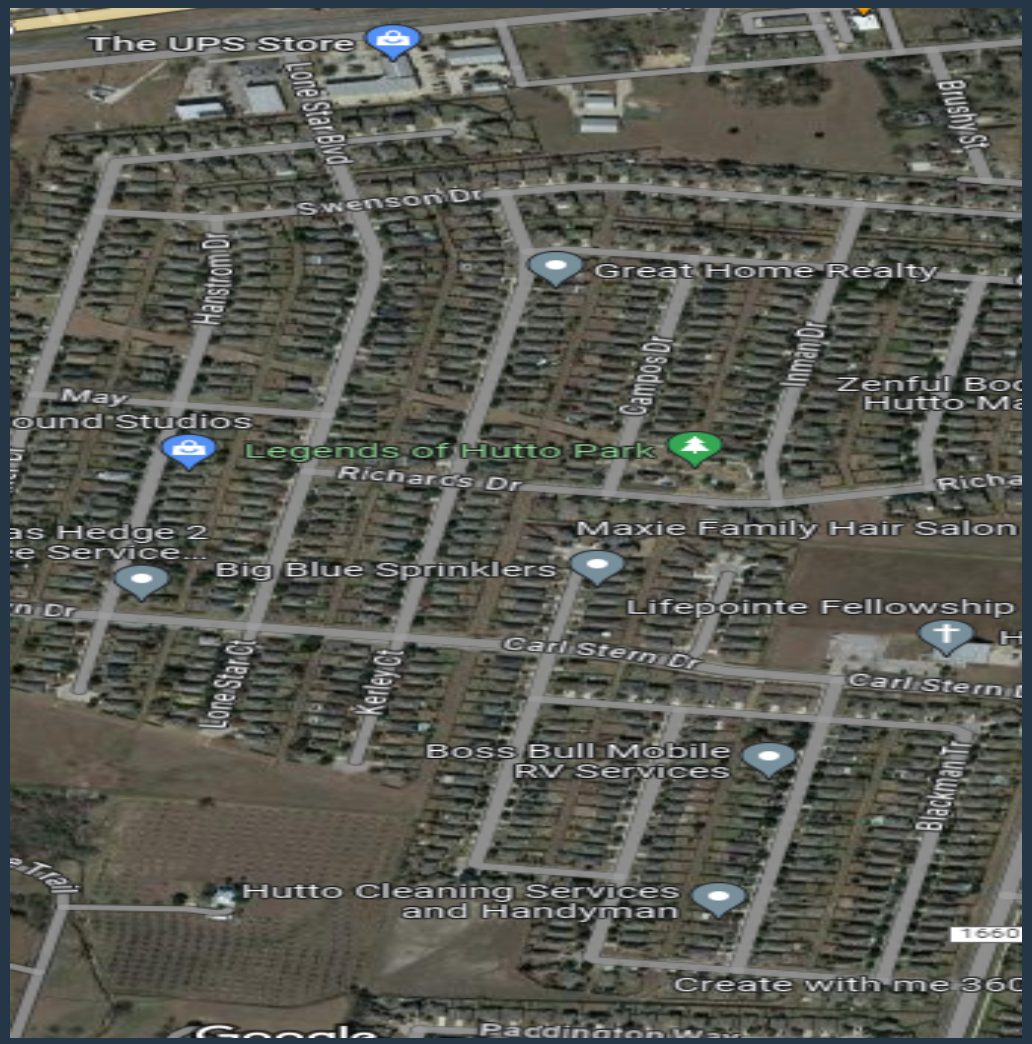
Status	• **Award on 10/12/23**
What's Next	• Award • Design
Anticipated Timeline	• Design: TBD • Bid: TBD • Construction: TBD • Completion: TBD



huttotx.gov/CIP

D01-2024 Legends of Hutto Drainage Improvements

FY 24 CIP Budget	$171,875
Encumbered FY 24	$0
Spent to Date FY 24	$0
FY 24 Budget Remaining (Budget-Encumbered)	$171,875
Project Estimate	$1,237,500
Prior Year Expenditures	$0
Project Total Encumbered	$0
Project Total Spent	$0



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CITY OF HUTTO

WILLIAMSON COUNTY PROJECTS

SOUTHEAST LOOP (AKA EAST WILCO HIGHWAY)

Status

- **Segment 1 (SH 130 to CR 137) complete**
- **Segment 2 (CR 137 to FM 3349) finalizing design and ROW acquisition**

CITY OF HUTTO

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FM 3349

Status

- **Boggy Creek Bridge deck and approach slabs poured**
- **Waterline construction in progress**
- **Still working through UPRR agreements**

CITY OF HUTTO

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Hutto Arterial

Status

- **County's consultant is finalizing responses to city comments**

huttotx.gov/CIP

CR 129

Status

- **Design of road is complete**
- **Construction expected to begin within the next month**

huttotx.gov/CIP

Chandler Road

Status

- **Preliminary design is in progress**

huttotx.gov/CIP

AGENDA ITEM REPORT

9.1.

To:	City Council
Subject:	Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting:	Thursday, November 2, 2023
Department:	City Secretary /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2023-072 authorizing the issuance of City of Hutto, Texas General Obligation Bonds, Series 2023A for Fritz Park Renovations; Authorizing the levy of an ad valorem tax in support of the bonds; Awarding the sale of the bonds; Approving an official statement, a paying agent/registrar agreement, and other matters relating to the issuance of the bonds (Anne LaMere, Jim Sabonis, Bart Fowler)
Meeting:	Thursday, November 2, 2023
Department:	Finance /
Staff Contact:	Anne LaMere

BACKGROUND INFORMATION:

In order to have forward movement for the Fritz Park renovation, funding is required to issue the Contraction Manager at Risk (CMAR) contract. This ordinance will authorize the City to issue the 2023A General Obligation $11M Bond. The timeline for this issuance is as follows:

Tuesday. October 24th, 2023: S&P confirmed the City's credit rating of AA- Stable

Thursday, October 26th, 2023: The POS and NOS were published

Thursday, November 2nd, 2023: Competitive bids are due at 10 am central time

Wednesday, November 29th, 2023: Closing and delivery of funds to City

SUMMARY OF REQUEST:

Approval of Ordinance as presented

STAFF REVIEW:

Staff Recommends Approval

FISCAL NOTES:

Competitive bids will be received at 10 AM. Once received and analyzed, the financial information will be compiled and available on the dias.

ATTACHMENTS:

AGENDA ITEM REPORT

10.1.

1. Ordinance GO 10.10.2023-O-2023-072

ORDINANCE NO. O-2023-072

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023A; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS

Adopted November 2, 2023

ORDINANCE NO. O-2023-072

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023A; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; AWARDING THE SALE OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, AND OTHER DOCUMENTS RELATED TO THE ISSUANCE OF THE BONDS

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF HUTTO §

WHEREAS, at an election held within the City of Hutto, Texas (the "City") on November 6, 2018 the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in Propositions A, B and C, which aggregate $125,000,000 in aggregate principal amount, of which $63,013,000 remains authorized but unissued; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue an aggregate amount of $-0- of the remaining $16,500,000 in aggregate principal amount of the bonds authorized by Proposition A for constructing, improving, extending, expanding, upgrading and/or developing streets, roads and intersections at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street and other roads in the City if unissued bonds or unspent proceeds of bonds sold remain after completing the improvements at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street, including utility relocation, drainage improvements, sidewalks, traffic safety and operational improvements, the purchase of any necessary rights-of-way and reserves the right to issue the remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, following issuance of the Bonds, there will be voted authorization of $16,500,000 remaining from the above referenced Proposition A, the City reserves the right to issue any remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue an aggregate amount of $-0- of the remaining $5,000,000 in aggregate principal amount of the bonds authorized by Proposition B for the purpose of planning, designing, constructing, purchasing, renovating, repairing, replacing, improving, expanding and equipping public safety and communication facilities for the City police department, including audio and visual technology and related software or hardware in connection with such facilities, and other real property interests necessary therefor or incidental thereto, and reserves the right to issue the remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, following issuance of the Bonds, there will be $5,000,000 voted authorization remaining from the above referenced Proposition B, the City reserves the right to issue any remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue an aggregate amount of $11,000,000 (which includes allocable premium of $_____) of the remaining $41,500,000 in aggregate principal amount of the bonds authorized by Proposition C for the purpose of constructing, acquiring, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for parks and recreational purposes, including renovation of existing parks and recreational facilities, extensions of roadways, trails, parking, and/or drainage improvements at or integrated into parks, the purchase of any necessary rights-of-way and related infrastructures, and other real property interests necessary therefor or incidental thereto, and reserves the right to issue the remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, following issuance of the Bonds, there will be $30,500,000 voted authorization remaining from the above referenced Proposition C, the City reserves the right to issue any remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the Bonds (hereinafter defined) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and to Chapters 1251 and 1331, Texas Government Code, as amended, and other applicable laws; and

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

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

Section 1. <u>RECITALS, AMOUNT AND PURPOSE OF THE BONDS</u>. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bonds of the City are hereby authorized to be issued and delivered in an aggregate principal amount of $11,325,000, to provide funds for the purpose of (i) constructing, acquiring, improving, renovating, developing and equipping land, buildings and supporting infrastructure for parks and recreational purposes, including renovation of existing parks and recreational facilities, extensions of roadways, trails, parking, and/or drainage improvements at or integrated into parks, the purchase of any necessary rights-of-way and related infrastructure; and (ii) paying costs associated with the issuance of the Bonds.

Section 2. <u>DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS</u>. The Bonds issued pursuant to this Ordinance shall be designated: **"CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023A"** and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, dated November 1, 2023, in the maturity amounts stated in the table below and in denominations of $5,000 or any multiple thereof, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the registered owner thereof, or to the registered assignee or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable as set forth in the table below. The term "Bond" as used in this

Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

August 1 Year	**Maturity Amount**	**August 1 Year**	**Maturity Amount**
2025		2037	
2026		2038	
2027		2039	
2028		2040	
2029		2041	
2030		2042	
2031		2043	
2032		2044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	

Section 3. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Order to their respective dates of maturity at the following rates per annum:

Year	**Interest Rates**	**Year**	**Interest Rates**
2025		2037	
2026		2038	
2027		2039	
2028		2040	
2029		2041	
2030		2042	
2031		2043	
2032		4044	
2033		2045	
2034		2046	
2035		2047	
2036		2048	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Order.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust or other office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations

as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Bonds to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bonds. Registration of assignments, transfers and exchanges of the Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel the paid Bond or any Bond surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bond and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds and shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all transfers of the Bonds, and all replacements of the Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance (to which Bonds are attached the Registration Bond of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bond that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding

sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

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

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

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee set forth in Section 13 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriter set forth in Section 13 of this Ordinance or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

CITY OF HUTTO, TEXAS
GENERAL OBLIGATION BOND,
SERIES 2023A

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**
	November 1, 2023		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **HUTTO, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from August 1, 2024, and semiannually thereafter on each February 1 and August 1 to the maturity date specified above, or the date of redemption prior to

maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the 15th day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated

Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $11,325,000, to provide funds for the following projects: (i) constructing, acquiring, improving, renovating, developing and equipping land, buildings and supporting infrastructure for parks and recreational purposes, including renovation of existing parks and recreational facilities, extensions of roadways, trails, parking, and/or drainage improvements at or integrated into parks, the purchase of any necessary rights-of-way and related infrastructure; and (ii) paying costs associated with the issuance of the Bonds as further set forth in the preamble to this Ordinance.

ON AUGUST 1, 20__, or on any date thereafter, the Bonds of this Series maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000).

THE BONDS MATURING on August 1, 20__ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on August 1, 20__

Mandatory Redemption Date	Principal Amount
August 1, 20__	$
August 1, 20__†	†

_____
†Final Maturity

The principal amount of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory

redemption date, (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the Issuer with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

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

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same

denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

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

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

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

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

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

_____ _____

City Secretary Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

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

Dated

BOKF, NA
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

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

_____

_____

Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____

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

_____

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

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

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

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** the City of Hutto, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Maturity Amounts	Interest Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from November 28, 2023, the initial date of delivery of the Bonds, at the respective Interest Rate per annum specified above. Interest is payable on August 1, 2024 and semiannually on each February 1 and August 1 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

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

Section 6. <u>TAX LEVY</u>. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due

and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

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

Section 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The Series 2023A Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds and accrued interest, shall be deposited in the Project Fund.

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

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

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

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such

due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

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

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

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this

Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

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

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly,

secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

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

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

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

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

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

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

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

(d) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that

such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. CONTROL AND DELIVERY OF BONDS. All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the Purchase Contract.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

Section 13. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT.

(a) The Bonds are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (the "Purchaser"), at a price of $_____, representing the par amount of the Bonds, plus a net premium of $_____, less an underwriter's discount of $_____, less an insurance premium of $_____. The Bonds shall initially be registered in the name of CEDE & CO.

In consultation with, and reliance upon the advice of the financial advisor for the City, the City Council hereby finds the terms and sale of the Bonds are the most advantageous reasonably available on the date and time of the pricing of the Bonds given the then existing market conditions and the stated terms of sale on such date and time and accordingly that such terms are in the best interest of the City.

(b) The City hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated October ___, 2023, prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 14. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. The Mayor or Mayor Pro-tem is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. (i) The City shall provide annually to the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2023, financial information and operating data with respect to the City of the general type included in this Official Statement being the information of the type included in Tables 1 through 5 and 7 through 13, inclusive, of the Official Statement to the Official Statement and the financial statements included in Appendix B to the Official Statement if audited financial statements are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix B to the Official Statement and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statement is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Such information shall be transmitted electronically to the MSRB, in such format and accompanied by such identifying information as prescribed by the MSRB.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

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

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds or other events affecting the tax status of the Bonds;

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

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

I. Defeasances;

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

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

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

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

O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of the City, any of which affect security holders, if material; and

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

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

(c) Limitations, Disclaimers, and Amendments. (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (b) hereof of any Bond calls and defeasance that cause the City to no longer be such an "obligated person".

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

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

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions

of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

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

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

"*MSRB*" means the Municipal Securities Rulemaking Board.

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

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

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

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

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

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders

of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

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

Section 17. DEFAULT AND REMEDIES.

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

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter

existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

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

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

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

Section 18. **CREDIT AGREEMENT**. To the extent permitted by law, the City reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the City's Director of Finance that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in Chapter 1371 of the Texas Government Code.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

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

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 24. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 25. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 26. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment

or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 2nd day of November, 2023.

THE CITY OF HUTTO:

_____

Mayor, City of Hutto, Texas

ATTEST:

_____

City Secretary, City of Hutto, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

AGENDA ITEM REPORT

11.1.

To:	City Council
Subject:	Consideration and possible action relating to Resolution No. R-2023-296 designating STR Constructors, LLC, Liberty Hill, Texas as the Construction Manager at Risk in accordance with Texas Government Code §2269.056(a), as the Most Qualified Firm and authorizing the City Manager to negotiate an agreement with STR Constructors, LLC, Liberty Hill, Texas for “Construction Manager at Risk” services associated with the Fritz Park Improvement Project (Matt Rector)
Meeting:	Thursday, November 2, 2023
Department:	Engineering /
Staff Contact:	

BACKGROUND INFORMATION:

On July 6, 2023, during a meeting of the City Council, Resolution 2023-145 was approved. This resolution granted the City the authority to enter into an agreement with Burditt Consultants for architectural services related to Fritz Park Improvements. A key part of this decision was the inclusion of a Construction Manager-At-Risk (CMAR) for the project, specifically for the Fritz Park renovation.

This request is to recommend the award of a professional services contract to STR Constructors for the role of the general contractor as the Construction Manager-at-Risk (CMAR) for the Fritz Park Improvements project.

The City of Hutto opted for a two-phase process to select the CMAR. First, a Request for Qualifications (RFQ) was issued to determine the recommended Contractor, followed by negotiations for pre-construction services during the project's design phase. The RFQ was meticulously managed by a Review Team, consisting of the Capital Improvement Program (CIP) Engineer, the Procurement department, and the Parks and Recreation Director. The initial advertisement notice was published on August 27, 2023, via BidNet on August 28, 2023, with a second advertisement notice on September 3, 2023. Additionally, there was an opportunity for a site visit and information session on September 7, 2023, before the bid opening, which took place on September 28, 2023.

The CMAR RFQ was designed to ensure the selection of a general contractor with the necessary resources, experience, and qualifications to provide CMAR services for the Fritz Park Improvements' design, pre-construction, and construction phases. The City of Hutto received Statements of Qualifications (SOQs) from two CMAR candidates: MRI Builders and STR Constructors. These SOQs were evaluated by the Review Team on October 3, 2023. According to the Texas Local Government Code Chapter 2269, Subchapter F, the first step involves the receipt, review, scoring, and ranking of SOQs to assess the information. Following this ranking, the City decided to proceed

with an interview of the top general contractor, STR Constructors, based on their relevant experience in park renovation and the completeness of their application. Regrettably, MRI Builders did not possess the necessary experience and failed to provide a complete application.

The first step concluded after the in-person interview on October 13th, with the Review Team and Burditt Consultants determining that STR Constructors is the preferred CMAR general contractor for the Fritz Park Improvements project. The final and second step of the CMAR process involves the receipt of a proposal packet from the general contractor for performing pre-construction services, including Constructability Reviews, Value Engineering Recommendations, and Estimating Services Fees. These will be reviewed in the final stages of the design process, leading to the establishment of a Guaranteed Maximum Price (GMP).

Key Dates:
August 27: Initial advertisement notice in Taylor Press
August 28: RFQ released via BidNet
September 3: Second advertisement notice in Taylor Press
September 7: Optional Site Visit
September 28: Bid opening
October 3: Staff review of bids
October 13: Interview with CMAR candidate

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact from selection of CMAR (Construction Manager at Risk) firm. Once selection occurs, a small award for pre-construction services will occur, during which time a Garanteed Maximum Price (GMP) will be established and presented to council for approval.

ATTACHMENTS:

1. Hutto Res CMAR STR Constructors LLC Final R-2023-296
2. SOQ_STR Constructors

RESOLUTION NO. R-2023-296

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, DESIGNATING STR CONSTRUCTORS, LLC, AS THE MOST QUALIFIED FIRM TO PROVIDE "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION FOR THE FRITZ PARK IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH STR CONSTRUCTORS, LLC FOR CONSTRUCTION MANAGER AT RISK SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City Council on July 6, 2023, approved Resolution No. R-2023-145 authorizing the City to enter into an agreement with Burditt Consultants for Architectural Services related to Fritz Park Improvements; and

WHEREAS, the City of Hutto authorized utilization of the "Construction Manager at Risk" ("CMAR") for the Project under Texas Government Code, Chapter 2269 that allows governmental entities to use an alternative method other than competitive bidding and utilized a two-phased process for selecting the CMAR with the issuance of a Request for Qualifications (RFQ) for the determination of a recommended Contractor and then negotiate for pre-construction services during the design phase of the project; and

WHEREAS, STR Constructors, LLC, Liberty Hill, Texas submitted RFQ No. 2023-11 for "Construction Manager at Risk" services associated with the Fritz Park Improvement Project and has been selected as the Most Qualified Firm.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Selection of Most Qualified Firm. The City Council designates STR Constructors, LLC, Liberty Hill, Texas as the CMAR in accordance with Texas Government Code §2269.056(a), as the Most Qualified Firm and the City Manager is hereby authorized to negotiate an agreement with STR Constructors, LLC, Liberty Hill, Texas for "Construction Manager at Risk" services associated with the Fritz Park Improvement Project.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended. Section 4. This Resolution shall take effect immediately upon passage.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Angela Lewis, City Secretary

STR CONSTRUCTORS, LLC.
15500 Highway 29 West
Liberty Hill, TX 78642
Phone: (512) 515-0254
Fax: (512) 515-0534
Email: str@strconstructors.com

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 CMAR FOR HUTTO FRITZ PARK IMPROVEMENTS

REQUIREMENT# 1a-i,ii,iii,iv,v,vi

SUBMITTED BY

STR CONSTRUCTORS, LLC.
15500 HIGHWAY 29 WEST
LIBERTY HILL, TX 78642
CONTACT: JOHN ROBINSON
(512) 515-0254
john@strconstructors.com
FORMATION – 1991
ESTABLISHMENT – 1991

September 28th, 2023
2:00pm

General Contractor ☆ Construction Manager

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 1B – Statement of availability and commitment (firm)

I am writing to formally inform you of my intended onsite presence for the Hutto Fritz Park Improvements Project, as the Project Manager. The purpose of this letter is to outline the extent of my anticipated involvement and availability throughout the duration of the project.

As the designated Project Manager for this significant undertaking, I am deeply committed to ensuring the successful execution and timely completion of the Hutto Fritz Park Improvements Project. I understand the project's importance to the community.

I would like to confirm my intention to be onsite for approximately 25% of the time during the project's entire duration. My physical presence at the project site will enable me to closely monitor the progress, address any immediate concerns, facilitate communication between all stakeholders, and ensure that the project adheres to the proposed timeline and quality standards.

While I will be dedicating a significant portion of my time to onsite activities, please be assured that I will remain accessible and available via electronic communication channels during the periods when I am not physically present on the site. This approach will allow me to maintain continuous oversight and promptly address any unforeseen issues that may arise.

Please consider this letter as both a formal declaration of my onsite commitment and an affirmation of my dedication to the successful completion of this project. I am confident that our joint efforts will result in exemplary improvements that stand as a testament to our commitment to community enhancement.

Sincerely,

Gilbert Bolding

Gilbert Bolding / Project Manager
(512)515-0254 ext. 224
gilbertb@strconstructors.com

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 1b (personnel) – Letter of commitment

I am writing to formally inform you of my intended commitment to the Hutto Fritz Park Improvements Project, as the Project Manager and Estimator. The purpose of this letter is to outline the extent of my anticipated involvement and availability throughout the duration of the project.

As the designated Project Manager and Estimator for this significant undertaking, I am deeply committed to ensuring the successful execution and timely completion of the Hutto Fritz Park Improvements Project. I understand the project's importance to the community.

I would like to confirm my commitment to spend whatever time is necessary to provide the preconstruction services that are required for the project. I would like to confirm my intention to be onsite for approximately 25% of the time during the project's entire construction duration. My physical presence at the project site will enable me to closely monitor the progress, address any immediate concerns, facilitate communication between all stakeholders, and ensure that the project adheres to the proposed timeline and quality standards.

While I will be dedicating a significant portion of my time to onsite activities, please be assured that I will remain accessible and available via electronic communication channels during the periods when I am not physically present on the site. This approach will allow me to maintain continuous oversight and promptly address any unforeseen issues that may arise.

Please consider this letter as both a formal declaration of my onsite commitment and an affirmation of my dedication to the successful completion of this project. I am confident that our joint efforts will result in exemplary improvements that stand as a testament to our commitment to community enhancement.

Sincerely,

Gilbert Bolding / Project Manager
STR Constructors, LLC
(512)515-0254 ext. 224
gilbertb@strconstructors.com

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 1b (personnel) – Letter of commitment

I am writing to provide my assurance and commitment to the successful execution of the Hutto Fritz Park Improvements. As the on-site construction Superintendent at STR Constructors, LLC, I want to affirm that I will be present onsite for the entirety of the project's duration to ensure its seamless progress and timely completion.

My commitment to an onsite presence is based on the following objectives:

1. **Quality Assurance:** By being present at the project site, I can closely monitor the implementation of all rehabilitation activities and ensure that they meet the highest standards of quality and workmanship.
2. **Timely Decision-Making:** Immediate decisions often play a crucial role in keeping the project on track. With my presence, I can expedite decision-making processes and prevent any unnecessary delays.
3. **Stakeholder Engagement:** Open and transparent communication is essential for a project of this magnitude. I intend to interact with project team members, contractors, local authorities, and the community to address any concerns and foster a collaborative environment.
4. **Risk Mitigation:** Unforeseen challenges are an inherent part of any project. By being onsite, I can identify potential risks early on and work proactively to mitigate them, thus minimizing the project's overall vulnerability.

I understand the importance of this project and the City of Hutto's investment in the improvements of Fritz Park. My dedication to being onsite 100% of the time underscores my determination to ensure the project's excellence and aligns with our shared goal of creating a more vibrant and inclusive public space. I look forward to collaborating closely with the City of Hutto and all stakeholders involved in this endeavor. Together, we can bring the vision for the Hutto Fritz Park Improvements Project to life. Please do not hesitate to reach out to me if you have any questions, concerns, or suggestions.

Thank you for your understanding and partnership.

Sincerely,

Frank Reyes

Frank Reyes Superintendent,
STR Constructors, LLC
512-633-2282
frank@strconstrutors.com

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 1c – Statement of interest and unique qualifications

We are uniquely qualified to perform General Contracting & Construction Management Service for a variety of reasons, which have been highlighted throughout this proposal package.

We are a well-established, tenured, and reputed company, and have built a strong repeat clientele in all aspects of construction. We have been very successful at bidding, receiving, and executing Public/Municipal/Government Work, and have a strong following of area subcontractors. These subcontractors, who value and appreciate our association and reputation with public agencies, districts, and authorities.

STR Constructors constructed the Fritz Park Improvements which included the Baseball Field & seating, the Football Field and stadium, the Restroom & Concession Building, utilities, as well as the landscaping and sidewalks throughout the project. Due to our construction of this project, we are familiar with the construction routing requirements at this location. On this previous project we provided a construction routing plan and made it a part of our contracts with our subcontractors to confirm compliance with the City Vehicle Routing requirements. In addition, we have recently completed the Liberty Hill City Park Swim Center which included a pool, pool house, and water features.

We have previously completed two (2) park project for the City of Georgetown, "San Gabriel Park", pedestrian water crossing restoration, lighting repairs, and trail repairs, and the "Lake Georgetown Trails & Rivery", which included several miles of walking trails, Play areas, lighting, and support structures. For the City of Pflugerville, we constructed "Heritage Park". This project included a pool with several water features, sidewalk trails, landscaping, and support buildings. For Travis County we constructed "Milton Reimers Ranch Park". This project included many roadways, utilities, septic systems, several restrooms, maintenance building, over 35,000 sf of granite trails, interpretative signage, concrete sidewalk trails, Pavilions, pump track, landscaping, parking, and site lighting.

While most of our projects have been constructed as a General Contractor rather than as a Construction Manager, the methods of delivery are very similar in nature. Both require a thorough understanding of the construction process, scheduling, budgeting, and strict adherence to contract plans and

specifications. Our record in these areas speaks for itself. The one major difference in the GC and CM approach is the opportunity provided under the Construction Management method during the design phase. An example of our experience in that regard for Waller Independent School District is as follows:

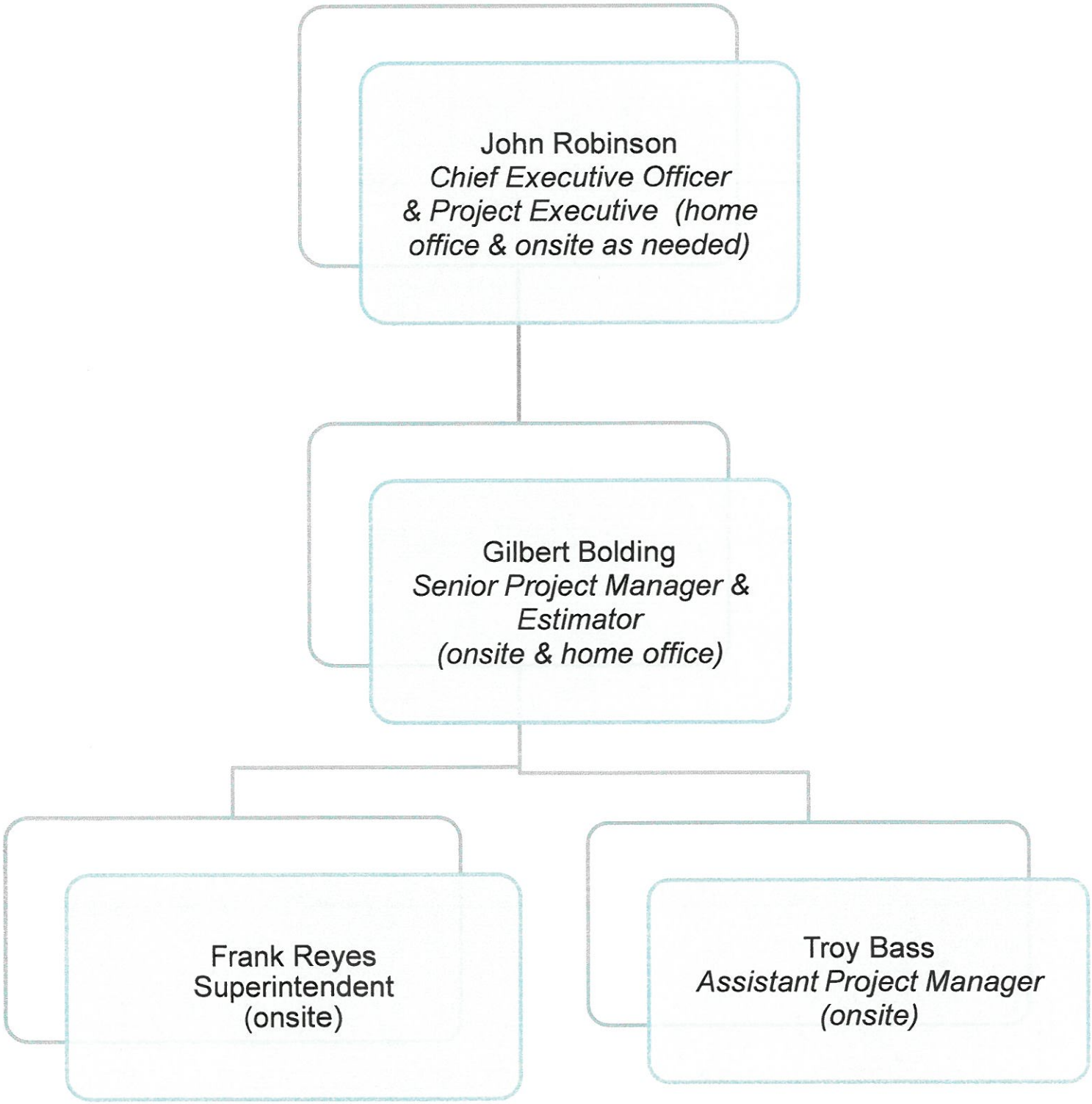
We performed as the CM for Waller Independent School District in the construction of a new 211,000 square foot high school. That project has core facilities for 2,000 students and was built to accommodate 1,500 students. The gymnasium consisted of three full-size courts with seating for 1,500 people. At the same time, we converted the existing high school to a middle school. This project was constructed on a site which had no utilities available at the beginning of construction and which required extensive site preparation and the construction of a complex storm water detention/retention system.

Our original budget for the project was based on a conceptual description. From that start, we worked closely with the District's Architect in the development of the design and then the construction of the facility. At our recommendation, a pre-engineered structure and standing seam roof was adopted for the facility. Our experience with these systems and our representation of a major pre-engineered manufacturer enabled us to meet both a very tight budget and an accelerated schedule. Due to that tight schedule, we implemented a fast-track approach to the project. Without that approach, completion in time for the beginning of school would not have been possible.

Another example of our CM experience is the Barrington Elementary School Renovations and Addition for AISD. The Project consisted of an eight (8) Classroom Addition, new parking area, and renovation to the Existing Kitchen. The project was constructed on a site that is in a dense residential area with no room for parking and very little room for site storage of materials. The building addition was to be located in the existing Teacher's Parking Lot. The new parking lot had to be completed before the construction of the building addition could be started. The conditions at the site required a considerable amount of coordination between subcontractors and material delivery to keep the project on schedule. As with most school projects, the building had to be completed for the start of school, so there could be no delays.

The Estimated Project Construction Budget was $2,717,034.00. STR Constructors worked closely with the School District's Architect in the design phase of the project. STR reviewed drawings, made constructability recommendations, and provided budget costs during design. During the bidding phase, STR worked diligently to receive good pricing from Subcontractors and reviewed subcontractors' qualifications to ensure both a quality project and a reasonable price. The final bidding resulted in a price of $2,376,172.00. STR was able to save the owner $340,862.00. The project ran on time and on budget.

STR Constructors, LLC
Organizational Chart



STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 2b – Key personnel

Employee Name	Job Title	Primary Office Location
John Robinson	Executive Project Manager	15500 Hwy 29 W. Liberty Hill, TX 78642
Gilbert Bolding	Project Manager	15500 Hwy 29 W. Liberty Hill, TX 78642
Frank Reyes	Superintendent	15500 Hwy 29 W. Liberty Hill, TX 78642
Troy Bass	Asst Project Manager	15500 Hwy 29 W. Liberty Hill, TX 78642

John Robinson

Executive Project Manager
john@strconstructors.com
(512) 515-0254 ext. 232

Education
2009
Bachelor's Degree
Texas State University – San Marcos, TX

Relevant Skills

Technological Proficiencies	Microsoft Office Adobe, Bluebeam AutoCAD, Navisworks, Newforma, P6, PlanGrid, ProCore, Revit, Sage, Submittal Exchange, Timberline
Personal Proficiencies	Strong-Problem Solving Skills, Hands-On Project Supervision Excellent Project Delegation Skills Detail-Attentive Quality Control Safety and Schedule Driven Project Manager

Professional Organizations & Accreditation

Professional Organization Memberships	Associated General Contractors of America, LEED Green Associate Sigma Nu Fraternity Alumni
Professional Accreditation and Accolades	OSHA 30, CPC-AIC, CPR/First Aid

Relevant Experience

2019 to Present **STR Constructors, LLC** *CEO / Executive Project Manager*	*Responsibilities* Estimating, Budgeting, Pre-Construction, Client Relations, Site Safety, Manpower Projections, Subcontractor Relations, Documentation Control, Close-Out *Oversight of Daily Operations*
2017 to 2019 **Satterfield & Pontikes** *Superintendent*	*Responsibilities* Project Planning and Scheduling, Site Safety, Manpower Projections, Subcontractor Relations, Documentation Control, Close-Out
2015 to 2017 **Brookstone General Contractors** *Superintendent*	*Responsibilities* Project Planning and Scheduling, Site Safety, Manpower Projections, Subcontractor Relations, Documentation Control, Close-Out

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John Robinson

Executive Project Manager
john@strconstructors.com
(512) 515-0254 ext. 232

Relevant Experience Continued

2014 to 2015 **McCarthy Builders** *Assistant Superintendent*	*Responsibilities* *Project Planning and Scheduling, Site Safety, Manpower Projections, Budgeting, Subcontractor Relations, Labor Supervision, Take-Offs, Procurement, Daily Project Oversight*
2012 to 2014 **CF Jordan Construction** *Assistant Superintendent*	*Responsibilities* Supervision of Daily Construction Methods, Labor Supervision, Subcontractor Relations, Maintenance of Construction Schedule, Quality Control, Project Safety Supervisor
2009 to 2012 **Durotech General Contractors** *Project Engineer, Assistant Superintendent*	*Responsibilities* Assisted in Project Scheduling, Manpower & Equipment Projections, Take-Offs, Site & Labor Supervision, Site Safety, Budgeting, Submittals, RFI's

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Project List

Project	Owner/Client	Budget
McCallum HS Fine Arts *Austin, TX*	Austin ISD	$6,703,508
Kingsland School-Phase 2 *Kingsland, TX*	Orenda Education	$1,786,620
Lamar MS Academic Reinventions *Austin, TX*	Austin ISD	$5,852,788
Round Rock High School CTE *Round Rock, TX*	Round Rock ISD	$1,679,800
Liberty Hill Swim Center *Liberty Hill, TX*	City of Liberty Hill	$2,047,668
Salado Annex Renovation *Salado, TX*	Bell County	$1,100,000
Northtown MUD Office Building *Pflugerville, TX*	Northtown MUD	$5,014,591
Raymond E Hartfeld Performing Arts Center *Round Rock, TX*	Round Rock ISD	$1,008,000
PfISD – ADA Accessibility Renovations *Pflugerville, TX*	Pflugerville ISD	$2,939,000
KISD – ADA Accessibility Renovations *Killeen, TX*	Killeen ISD	$6,998,130
MFISD Parking *Marble Falls, TX*	Marble Falls ISD	$1,009,000
KISD Katy High School *Katy, TX*	Katy ISD	$180,000,000
CISD – Moore Elementary School Phase 1 *Cypress, TX*	Cypress ISD	$14,000,000
FBISD – Package 15 *Sugarland, TX*	Fort Bend ISD	$15,000,000
Hyatt Regency Hotel *Houston, TX*	Hyatt Regency Hotels	$70,000,000
2929 Wesleyan *Houston, TX*	PM Realty Group	$90,000,000
KISD – Mayde Creek Junior High School *Katy, TX*	Katy ISD	$15,000,000
Lone Star Community College Victory Center *Houston, TX*	Lone Star Community College	$15,000,000
AISD – Summer Renovations *Angleton, TX*	Angleton ISD	$15,000,000
Faith Presbyterian Church *Baytown, TX*	Faith Presbyterian Church	$5,000,000
CISD - Conroe Flex School #13 *Conroe, TX*	Conroe ISD	$15,000,000

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Gilbert Bolding

Senior Project Manager
Director of Estimating
gilbertb@strconstructors.com
(512) 515-0254 ext. 224

Education

1978
Bachelor's Degree
Texas A&M University – College Station, TX

Relevant Skills

Technological Proficiencies	Microsoft Office Adobe AutoCAD, Navisworks, Newforma, P6, PlanGrid, ProCore, Revit, Sage, Submittal Exchange, Timberline
Personal Proficiencies	Strong-Problem Solving Skills, Experience Project Planner Excellent Client Relations, Customer Service Client Driven Project Manager

Professional Organizations & Accreditation

Professional OrganizationMemberships	
Professional Accreditation and Accolades	OSHA 30, CPR/First Aid

Relevant Experience

2019 to Present **STR Constructors, LLC** *President, Senior Project Manager, Director of Estimating*	*Responsibilities* Estimating, Budgeting, Project Planning & Scheduling, Procurement, Project Management, Contracts, Client Relations, Subcontractor Relations, Employee Relations, Safety Compliance & Training, Documentation Control, Value Engineering, Submittals, RFI's, Change Orders, Profit/Loss
1998 to 2019 **STR Constructors, LLC** *Senior Project Manager*	*Responsibilities* Estimating, Budgeting, Project Planning & Scheduling, Procurement, Project Management, Contracts, Client Relations, Subcontractor Relations, Safety Compliance & Training, Documentation Control, Value Engineering, Submittals, RFI's, Change Orders, Profit/Loss
1992 to 1998 **HB Travis Constructors, Inc** *President*	*Responsibilities* Coordinated and Supervised Design/Build Projects, Project Planning & Scheduling, Estimating, Budgeting, Client Relations, Subcontractor Relations, Human Resources, Contracts, Project Cost Control, Profit/Loss, Developed/Implemented Standard Procedures & Policy
1984 to 1992 **Hill Construction, Inc** *Vice President – Austin, Project Manager, Superintendent*	*Responsibilities* Estimating, Budgeting, Project Planning & Scheduling, Procurement, Project Management, Contracts, Client Relations, Subcontractor Relations, Safety Compliance & Training, Documentation Control, Value Engineering, Submittals, RFI's, Change Orders, Profit/Loss

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1983 to 1984 **White Construction** *Superintendent, Estimator*	*Responsibilities* Project Schedule Maintenance, Site Logistics, Site Supervision, Site Safety, Subcontractor Relations, Estimating, Budgeting
1979 to 1983 **Wilmac Construction** *Assistant Superintendent, Project Engineer, Field Engineer, Office Engineer*	*Responsibilities* Assisted in Project Scheduling, Manpower & Equipment Projections, Take-Offs, Site & Labor Supervision, Site Safety, Budgeting, Submittals, RFI's
1973 to 1978 **Bolding Custom Building & Repair** *Co-Owner*	

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Director of Estimating
gilbertb@strconstructors.com
(512) 515-0254 ext. 224

Partial Project List

Project	Owner/Client	Budget
Kingsland School Phase 2 *Kingsland, TX*	Orenda Education	$1,786,628
Gateway College Prep High School Annex *Georgetown, TX*	Orenda Education	$6,919,992
AEDP Building Demolition *Austin, TX*	City of Austin	$2,198,258
Liberty Hill City Park Swim Center *Liberty Hill, TX*	Liberty, TX	$2,047,667
Salado Annex Renovation *Salado, TX*	Bell County, Texas	$1,100,000
Northtown MUD Office Building *Pflugerville, TX*	Northtown MUD	$4,000,000
Raymond E Hartfeld Performing Arts Center *Round Rock, TX*	Round Rock ISD	$1,008,000
Round Rock High School Expansion *Round Rock, TX*	Round Rock ISD	$4,234,000
PfISD – ADA Accessibility Renovations *Pflugerville, TX*	Pflugerville ISD	$2,939,000
Pflugerville Middle School *Pflugerville, TX*	Pflugerville ISD	$5,477,000
KISD – ADA Accessibility Renovations *Killeen, TX*	Killeen ISD	$6,998,130
MFISD Parking *Marble Falls, TX*	Marble Falls ISD	$1,009,000
CCISD – Fairview/Miss Jewell Elementary School *Copperas Cove, TX*	Copperas Cove ISD	$5,068,300
CARTS – Tucker Hill Lane *Bastrop, TX*	Capitol Area Rural Transportation Authority	$10,084, 493
Fritz Park Renovations *Hutto, TX*	City of Hutto	$2,835,413
Reagan High School Renovations *Austin, TX*	Austin ISD	$1,782,000
Casis Elementary *Austin, TX*	Austin ISD	$1,290,000
Bertha Casey Elementary School *Austin, TX*	Austin ISD	$7,131,000
Palm/Widen Elementary School *Austin, TX*	Austin ISD	$1,938,000
Brentwood Elementary School *Austin, TX*	Austin ISD	$1,156,000
Bedichek Middle School *Austin, TX*	Austin ISD	$2,214,552

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Lanier High School *Austin, TX*	Austin ISD	$3,306,700
Garza Independence High School *Austin, TX*	Austin ISD	$1,291,000

Pecan/Winn Elementary School *Austin, TX*	Austin ISD	$2,402,000
Saegert Transportation Facility *Austin, TX*	Austin ISD	$2,399,000
Reagan High School Renovations *Austin, TX*	Austin ISD	$3,139,0
Katherine A Cook Elementary School *Austin, TX*	Austin ISD	$846,541
Crockett High School *Austin, TX*	Austin ISD	$1,438,000
Jarrell High School & CATE Addition *Jarrell, TX*	Jarrell ISD	$3,808,000
Benold Middle School *Georgetown, TX*	Georgetown ISD	$1,064,000
The Children's Place *Pflugerville, TX*	NewQuest Properties	$191,600
Total Nutrition *Pflugerville, TX*	NewQuest Properties	$69,837
GNC *Pflugerville, TX*	NewQuest Properties	$60,400
Stone Hill Town Center – Tract 13 *Pflugerville,, TX*	NewQuest Properties	$1,532,000
Stone Hill Town Center – Tract 18 *Pflugerville, TX*	NewQuest Properties	$1,456,000
Stone Hill Town Center – Tract 3B & 4B *Pflugerville, TX*	NewQuest Properties	$3,028,000
Shemin Nursery Renovations *Austin, TX*	Shemin Nurseries Inc	$47,142
Milton Reimers Ranch State Park *Austin, TX*	Travis County, Texas	$5,462,000
Meadowbrook Education & Training Center *Austin, TX*	Housing Authority – City of Austin	$2,376,000
Morris Williams Golf Course Pro Shop *Austin, TX*	City of Austin, Texas	$5,462,000
Williamson County Criminal Justice *Georgetown, TX*	Williamson County, Texas	$13,797,000
Camp Hubbard – Building 5 *Austin, TX*	TxDOT	$2,354,000
Service Center *San Marcos, TX*	Texas State University System	$3,138,000

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Frank Reyes

Superintendent
frank@strconstructors.com
(512) 633-2282

Professional Experience

Accomplished Project Manager and Construction Superintendent with more than 20 years of experience performing preconstruction and project construction management (CPM) services related to the delivery of commercial, industrial, municipal, and multifamily infrastructure(new construction and renovations) throughout the Central Texas Region.

Proven track record in directing projects from design review through certificate of occupancy. Responsibilities have included project bidding/estimating, materials specifications, value engineering, contract negotiations, subcontractor selection/coordination, scheduling, construction management, safety and quality control for commercial offices, warehouses, retail stores, educational facilities, municipal infrastructure, and single/multifamily environments. Exceptional team leadership and written/verbal communication abilities.

SPECIALIZED EXPERTISE

- Construction Project Management
- Design Assessment/ Review
- Value Engineering
- Budget/ Financial Management
- Preconstruction Management
- Contract Negotiations
- Quality Assurance & Control
- ADA Compliance
- Estimating/ Scope Clarification
- Project Scheduling
- Safety Compliance (OSHA)
- Bilingual (English/Spanish)

STR Constructors, LLC

Superintendent, Liberty Hill, TX **2023 - Present**

- **Onsite Management**
- **Pre Construction**
- **Onsite Safety**
- **Subcontractor Coordination**
- **Quality Control**
- **Scheduling**
- **Document Control**
- **Client Relations**
- **Manpower Projection/Control**

Jamail & Smith Construction, LP **2017 - 2023**
Senior Construction Superintendent, Austin, TX

Frank Reyes

Superintendent

frank@strconstructors.com

(512) 633-2282

Superintendent tasked with managing onsite construction operations for the construction of commercial facilities in Austin, Texas.

- Responsible for providing project direction for the construction, remodeling, and renovation of municipal infrastructure. Direct all jobsite construction from permit through project closeout; manage all RFI's, submittals, change orders, scheduling, materials ordering/staging, coordination of cross craft sub-trades (utility, framing, electrical, mechanical, plumbing, concrete, drywall, paint, and finish), worksite safety/ OSHA compliance, quality control, inspections, and manpower requirements. Average project scope of work $750k-$6M as preferred job order contracting (JOC} Contractor.

- Work extensively with project management team to determine feasibility, prepare project schedules and analyze forecasted budgets to effectively coordinate subcontractor labor flows based upon critical path of projects; review all engineering/architectural reports, blueprints, drawings and designs and draft contracts documenting agreed-upon prices, schedules, procedures, and responsibilities. Direct client point of contact for all construction matters.

- Provide onsite subject matter expertise to engineers ensuring compliance with all ADA, historical regulations, contracts, plans and specifications. Work directly with inspectors to ensure projects are built in compliance with regulatory/code standards.
- Responsible for training Superintendents and new Project Managers.

- Major projects include: COA phase 1-3 EV charging stations, COA Portland Loo's, COA exterior renovation Elisabet Ney Museum, COA University Hills library, COA Dottie Jordan recreation center, ACC Highland mall building 1000 jewelry classroom, machine shop, and common areas, ACC Eastview child development playground, Hays consolidated ISD Barbershop and computer lab, AISD Overton Elementary parking lot rebuild, AISD food head quarter warehouse generator, AISD Yellow Jacket Stadium, AISD Superintendent north satellite office.

Blackmon Mooring Construction/ BMS CAT Project Manager, Austin, TX **2015-2017**

Project Manager for General Contracting division for directing turn-key commercial and residential construction services throughout the greater Austin marketplace.

- Managed all preconstruction activities necessary to support the construction / remodeling of multifamily residential apartment complexes, convenience stores, schools, churches and hotels ; conducted extensive design reviews (structural, superstructure and substructure), value engineering, plan set assessment, materials research, alternative construction techniques, build estimates, formulated bid packages, safety plans, formalized contracts and worked with city to rectify issues for construction.

- Directed all jobsite construction from site development through project closeout / warranty; managed all permitting, RFI's, submittals, schedules, materials procurement, as-builts, liens, insurance, coordination of trades, worksite safety, walk-throughs, inspections, equipment commissioning and billing/ closeouts for projects valued up to $1.SM.

- Directly managed 4-25 subcontractors, regularly facilitated onsite daily and weekly meetings to ensure subcontractors understood schedules, safety plan requirements, completion times, cost control initiatives and their responsibility for the quality of their work while maintaining project specification compliance.

Frank Reyes

Superintendent

frank@strconstructors.com

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- Coordinated all project financial control and documentation, accounting, payroll, expenses, management fees and capital expenditures. Strategically worked with vendors to either source out specific areas of the job and/or ensure on-time delivery materials on dates needed.

- Worked extensively throughout tenure to maintain client/project pipelines; reviewed leads, walked jobs, determined specifications, built estimates, formalized contracts, and provided customer relationship management as needed throughout the full build life cycle.

- Major projects include Double Tree hotel, Bell County Juvenile Detention Center

Specialty Restoration of Texas **2014- 2015**
Project Manager, Austin, TX

Project Manager for General Contracting division for directing turn-key commercial and residential construction services throughout the greater Austin marketplace.

- Managed all preconstruction activities necessary to support the construction / remodeling of multifamily residential apartment complexes, convenience stores, schools, churches and hotels ; conducted extensive design reviews (structural, superstructure and substructure), value engineering, plan set assessment, materials research, alternative construction techniques, build estimates, formulated bid packages, safety plans, formalized contracts and worked with city to rectify issues for construction.

- Directed all jobsite construction from site development through project closeout / warranty; managed all permitting, RFI's, submittals, schedules, materials procurement, as-builts, liens, insurance, coordination of trades, worksite safety, walk-throughs, inspections, equipment commissioning and billing/ closeouts for projects valued up to $1. SM.

- Directly managed 4-25 subcontractors, regularly facilitated onsite daily and weekly meetings to ensure subcontractors understood schedules, safety plan requirements, completion times, cost control initiatives and their responsibility for the quality of their work while maintaining project specification compliance.

- Coordinated all project financial control and documentation, accounting, payroll, expenses, management fees and capital expenditures. Strategically worked with vendors to either source out specific areas of the job and/or ensure on-time delivery materials on dates needed.

- Worked extensively throughout tenure to maintain client/project pipelines; reviewed leads, walked jobs, determined specifications, built estimates, formalized contracts, and provided customer relationship management as needed throughout the full build life cycle.

Frank Reyes

Superintendent

frank@strconstructors.com

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Trilogy Restoration **2010- 2014**

Project Manager, Austin, TX

Project Manager for General Contracting division for directing turn-key commercial and residential construction services throughout the greater Austin marketplace.

- Managed all preconstruction activities necessary to support the construction / remodeling of multifamily residential apartment complexes, convenience stores, schools, churches and hotels ; conducted extensive design reviews (structural, superstructure and substructure), value engineering, plan set assessment, materials research, alternative construction techniques, build estimates, formulated bid packages, safety plans, formalized contracts and worked with city to rectify issues for construction.

- Directed all jobsite construction from site development through project closeout / warranty; managed all permitting, RFI's, submittals, schedules, materials procurement, as-builts, liens, insurance, coordination of trades, worksite safety, walk-throughs, inspections, equipment commissioning and billing/ closeouts for projects valued up to $1. SM.

- Directly managed 4-25 subcontractors, regularly facilitated onsite daily and weekly meetings to ensure subcontractors understood schedules, safety plan requirements, completion times, cost control initiatives and their responsibility for the quality of their work while maintaining project specification compliance.

- Coordinated all project financial control and documentation, accounting, payroll, expenses, management fees and capital expenditures. Strategically worked with vendors to either source out specific areas of the job and/or ensure on-time delivery materials on dates needed.

- Worked extensively throughout tenure to maintain client/project pipe lines; reviewed leads, walked jobs, determined specifications, built estimates, formalized contracts, and provided customer relationship management as needed throughout the full build life cycle.

CERTIFICATIONS

- OSHA30
- Procore (superintendent, field worker, subcontractor}
- First Aid/ CPR
- Competent Person (excavation, traffic control, fall protection, scaffolding, confined spaces)
- ChargePoint certified installer
- CQM (Army Corps of Engineers)
- EPA Type I & II

Troy Bass

Assistant Project Manager
Troy@strconstructors.com
(512) 515-0254 ext. 222

Education

2014 – Master of Environmental & Earth Science
2012 – Bachelor of Science Biology
North Carolina Central University

Relevant Skills

Technological Proficiencies	Microsoft Office Adobe AutoCAD, Navisworks, Newforma, P6, PlanGrid, ProCore, Revit, Sage, Submittal Exchange, Timberline
Personal Proficiencies	Strong-Problem Solving Skills, Experience Project Planner Excellent Client Relations, Customer Service Client Driven Project Manager

Professional Organizations & Accreditation

Professional OrganizationMemberships	Public Notary
Professional Accreditation and Accolades	ProCore Certified , OSHA 30, CPR/First Aid, 2021 ABE Excellence in Construction Award: UT UNB SUMP PUMPS

Relevant Experience

2022 to Present **STR Constructors, LLC** *Assistant Project Manager*	*Responsibilities* Estimating, Budgeting, Project Planning & Scheduling, Procurement, Project Management, Contracts, Client Relations, Subcontractor Relations, Employee Relations, Safety Compliance & Training, Documentation Control, Value Engineering, Submittals, RFI's, Change Orders, Profit/Loss
09/20 – 2022 **Capital Industries LLC** *Project Manager*	*Responsibilities* Estimating, Budgeting, Project Planning & Scheduling, Procurement, Project Management, Contracts, Client Relations, Subcontractor

	Relations, Safety Compliance & Training, Documentation Control, Value Engineering, Submittals, RFI's, Change Orders, Profit/Loss
2019-2020 **Applied Materials** *Engineer Tech III*	*Responsibilities* Test and Troubleshoot complex electrical/mechanical systems. Design, fabricate, and modify electro-mechanical systems. AMAT platforms. Collaborate with Senior Engineer on design implementation and correcting existing design flaws.
2018-2019 **Zion Technologies** *Director/Program Manager*	*Responsibilities* Oversaw daily operations of Tech Start-Up. Established goals and procedures. Supervised strategy of procuring equipment and repair of tech products. Designed course curriculum for HUB Certified Non-Profit, CompTia A+, Network+comparable. Audit financials and prepared 6 month lookahead budget/schedule. Human Resources and Talent Scout
2016-2018 **Samsung** *Senior Metrologist*	*Responsibilities* Maintained and improved detection of errors for recipes in critical dimensions and cd's for new product devices in semiconductor environment. Inspections, GPM for tool spreads, and process flow through STEP.MASTER. Customer collaboration to understand inspection requirements and recommend best solutions to detect defects of interest. Managed recipes.
2015-2016 **Apple Inc** *GIS Technician*	*Responsibilities* Experienced designing solutions based on customer needs and technical considerations. Quality Control Inspector before map releases would go public. Experienced analyzing tasts, structures, and requirements to provide solutions for georeferenced datasets. Organizaed documentation, field data collection, and map production for presentations. Managed GIS related projects and applications. Supervised maintance of standards and procedures for database and development

STR CONSTRUCTORS
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CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 2d – Staffing size by area of expertise

Expertise	Name
Owner/Officer	GILBERT D BOLDING
Owner/Officer	JOHN P ROBINSON
Assistant Project Manager	TROY R BASS
Controller	MARJORIE M MCCLURE
Assistant Controller	MARY E BUQUO
Project/HR Administrator	FRANCES A HAWKINS
Superintendent	DANNY J BRASWELL
Superintendent	RAUL GARICA
Superintendent	DAVID J LAROCCA
Superintendent	FRANK M REYES
Foreman	JOSE A HERNANDEZ
Carpenter Foreman	ANTONIO SANCHEZ
Carpenter Foreman	MARIO E HERNANDEZ
Carpenter Foreman	SEAN P SMITH

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 3a - STR Overview and History

STR Constructors, LLC. is a General Contractor & Construction Manager headquartered in the Austin/Central Texas Area. STR, in business since 1991, performs general construction work across the State of Texas.

STR was founded in 1991 with the goal of working primarily in the construction of public works in Texas. The first contract awarded to STR was the construction of a new stand-alone Cafetorium for the Hempstead Independent School District. From that beginning, STR has grown to a mid-size general contracting company and has successfully completed projects for nearly 20 independent school districts across the state, over 10 different cities and 4 different Counties in the Central Texas Area, projects for Texas Parks & Wildlife and the Texas Department of Transportation. The services provided include general contracting, project management, construction management, carpentry, and finished work.

STR's work covers the entire spectrum of commercial construction. We have built projects as small as $35,000.00 to as large as $ 17,750,000.00. Our work has included numerous public schools, design build private facilities, municipal buildings, banks, retail facilities, warehouses, parks & recreation facilities, detention facilities, libraries, office buildings, projects for the major state universities, light industrial projects, apartment complexes, and work for the Texas Department of Transportation. In performing this work, we have utilized all the standard building systems. This includes Class "A" Structural, Pre-Engineered, Load Bearing Masonry, Wood Framed, Structural Cast-In-Place Concrete, Tilt-Up, and even Adobe construction.

Our personnel consist of experienced construction professionals who place an emphasis on providing our clients with a top-notch facility, completed on time, and on budget. Our dedicated team of estimators, project managers, superintendents, and field forces have a wealth of experience in all phases of the construction process. We typically self-perform carpentry and finish work with our own field forces and have also installed granite trails. We will also utilize top quality and financially sound subcontractors with whom we have prior experience to ensure that our projects are built on time and in accordance with the Owner's expectations.

We are able to provide Performance and Payment Bonds up to $15,000,000.00 for our work. We provide Builders Risk, General Liability, Workers Compensation, and Umbrella Liability on all projects to insure the Owner against damages, claims, and loss.

Our Safety Program is proven, and our record is excellent in the industry. All jobs are inspected at least monthly by an outside safety consultant to assure compliance with OSHA as well as our safety program.

All jobs are warranted for one year and we are aggressive in pursuing warranty calls. We have a person in-house who is dedicated to seeing that all warranty issues are dealt with promptly. If you have a need for a General Contractor or Construction Manager, we are confident that your best choice is STR Constructors.

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 3b – Five projects completed in the last five years

***Project Name*: Lamar Middle School Academic Reinvention**

Project Manager - John Robinson

Services Provided – General Contractor

Description of Project – New 8,000 Sq ft. addition as well as site work and landscaping

Date of completion or project status - August 2023

Client name and contact person – Austin ISD (Lee Ray 210-313-0881)

Done on time & on budget – Completed on time and in budget

Construction Cost: $5,852,788

***Project name:* Access-Project 1, Killeen, TX**

Project Manager - John Robinson

Services Provided – General Contractor

Description of Project - ADA Accessibility upgrades to multiple campuses

Date of completion or project status - January 2022

Client name and contact person - Killeen ISD (contact Adam Rich 254-336-0073)

Done on time & on budget – Completed on time and in budget

Construction Cost - $6,998,130

General Contractor ☆ Construction Manager

***Project name* - Liberty Hill City Park Swim Center**

Project Manager - Gilbert Bolding & John Robinson

Services Provided - General Contractor

Description of Project - Construction of Pool, Water Features, Utilities, Restrooms, Pool House, Decorative Fencing, Parking and Landscaping.

Date of completion or project status - July 2022

Client name and contact person - City of Libert Hill, Jay Homes – 512/354-4682 jholmes@libertyhilltx.gov 251 County Road 200 Liberty Hill, Texas 78642

Done on time & on budget - Project was constructed within budget. Work was held up on the project due to water service not being available to complete the pool plaster and landscaping

Construction Cost: $2,047,667

***Project Name* - Capital Area Rural Transportation System – Tucker Hill Lane Project**

Project Manager - Gilbert Bolding

Services Provided - General Contractor – Project was over budget at bid time. STR Constructors provided value engineering and was able to save the owner several hundred thousand dollars.

Description of Project - Project included a 2-story Operations and Administration Building, Entrance Structure, Bus Wash Building, Bus Paint Building, Fuel Island (gas, diesel, and propane), Park & Ride Facility, Parking, Entrance Road, Landscaping and Utilities

Date of completion or project status - May 2019

Client name and contact person - Capital Area Rural Transportation System

David Marsh – 512/505-5678 – dave@ridecarts.com

Done on time & on budget - Project was completed within Budget. Operations & Maintenance Building was delayed due to the owner not obtaining electrical service timely from the electric coop (took 9 months). The Park & Ride Facility was added as a change order and extended the date of the contract, which was completed on time.

Construction Cost - $10,094,571

Project Name: **Kingsland School Phase 2**

Project Manager - Gilbert Bolding

Services Provided - General Contractor

Description of Project - Renovation of existing retail space into school classrooms, offices, restrooms, and lunchroom. The project had renovations on both sides of the existing school and required add HVAC through the existing school area to connect the 2 areas. Project had to be completed during the summer months when school was not in session.

Date of completion or project status - School ready to Open August 15, 2022, Final HVAC Completion January 2023

Client name and contact person - Orenda Education Carla Silber – 512-869-3020 carla.silber@orendaeducation.org
2112 W. Ranch Road 143 Kingsland, Texas 78639

Done on time & on budget - Project was completed within budget. The project was bid on March 27th and the contract was awarded on April 29th. The project start date was May 31st and had to be completed by August 15th for school starting on August 16th. During construction, the structural engineer determined that sections of the existing subfloor were not safe for the students to occupy. 2 weeks before school was to start the structural engineer provided structural drawings for temporary fix to the problem. Despite the short time frame, STR Constructors completed the structural repairs, architectural work, plumbing and electrical work in time for the start of school on August 16th. After the structural engineer designed a permanent fix, STR completed that work (under floor) in September and October. Due to the short time frame between contract award and start and completion of construction, there was a delivery schedule problem with the electrical gear and HVAC units. To overcome this problem, STR had the electrical panels custom made so that the electrical work could be completed before school started. However, the HVAC units could not be obtained in a time frame that would allow completion of the HVAC system before school begin. To overcome this problem STR provided temporary HVAC units to provide air conditioning until the permanent units would be delivered in December. This allowed the school to function normally until that time.

Construction Cost: $1,786,628

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 4a, b, c – Project Approach

Once STR is assigned a task by the owner, we will review the provided information to determine the different scopes of work to determine what scopes of work we will conduct with our crews and what scopes of work we will conduct with subcontractors. We will begin a take-off of the labor and material for the scopes that we will provide and contact the appropriate subcontractors to provide pricing for their assigned scope of work. STR Constructors has developed an extensive contact list of various subcontracting scopes. We use this list to contact subcontractors for the required scopes of work. As we review the assignment, we develop scope sheets of the different work items that we use to check and compare our pricing and subcontractor pricing to ensure that we have bid coverage of all related work items. We also use these scope sheets to help ensure that when we negotiate subcontracts, we have all work items covered so that there are no surprise costs.

STR Constructors, LLC believes in developing a cooperative and effective team relationship with the Owner and Architect so that as a group, we can succeed together in partnership. We a pre-construction meeting with the Owners, Owners' representatives, the Architect, Consultants, and major subcontractors. This meeting helps to develop an understanding of the Owners' expectations, individual team member responsibilities, schedules, and the project reporting system.

We ensure that all parties understand all considerations that may need to be taken, as they pertain to the specific project. For example: when working in an occupied space, such as a park that is in a neighborhood, noise and distractions need to be kept to a minimum and safety and security need to be an utmost priority. It is important to be a good neighbor when working in a neighborhood. Items of contention, or conflicts, are addressed early and swiftly. Proactive measures are always taken to prevent such occurrences, and while some things are unpredictable, we have an excellent track record of coordinating and communicating to resolve any issues that may arise.

We hold an all-inclusive pre-construction meeting to ensure that we are all on the same page and expectations are understood. We also hold weekly meetings on the jobsite to ensure continuity of this philosophy. These meeting help to develop an understanding of the Owners' expectations, individual team member responsibilities, schedules, and the project reporting system.

Regarding our history with subcontractors, other than inconsequential day-to-day situations that arise on any construction project, there have been no significant conflicts. Some examples of conflicts that we have dealt successfully with in the past are:

On the Barrington Elementary School project, it was determined at the end of the job that the soil in the Rain Water Quality Pond was not functioning properly. The subcontractor had submitted the correct material for the soil media bed from the approved supplier. Upon further investigation and subsequent testing, it was determined that the supplier had not provided the correct material, although from an appearance standpoint and from the delivery tickets, it appeared that he had. We directed the subcontractor to remove the material and replace it with the correct material. This was done at no additional cost to the Owner or us. The wording in our subcontract agreements is explicit and ties the subcontractor to the drawings, specifications, and our contract with the Owner and, consequently, the Owner was provided with what was stated in the contract.

On the Waco Fire Station #1 project, our Glass Subcontractor began experiencing difficulties in performing on the job. He indicated that this was due to late or non-payment of invoices on other projects. We then began to supplement his forces and pay his suppliers for the materials to satisfactorily complete the project.

On the Physical Improvements to Miscellaneous School Structures project for the Edgewood ISD, a portion of the work consisted of window replacement at an existing school. The facility was extremely old, and no two windows were alike. To facilitate the project, we worked with our subcontractor to measure and catalog each individual window. In most instances, this took place outside of normal working hours to not interfere with the school's classroom schedule. While this was not a contract requirement, we did this to avoid a possible conflict with our client, the Edgewood School District.

We have learned that setting up professional, clear, accurate, and effective communications from the initial phase of the project leads to a successful overall result. STR's President Gilbert Bolding, will be the Project Manager for the project and Frank Reyes will be the Project Superintendent. STR Constructors uses Procore as our on-line project management program. Our superintendent provides Daily Field Reports that will be forwarded to the appropriate City representative daily. These reports will also include pictures of the daily progress at the jobsite.

The owner will have access to our Procore program and will have the ability to review Daily Jobsite Reports, Meeting Minutes, RFI's, Submittals, Punch Lists, Photos of the project, drawings. Specifications, and other documents of the project. In addition, the Project Manager and Superintendent will conduct regular meetings with the owner and architect to review the status of the project. These meetings are conducted monthly, bi-weekly, or weekly as the project or owner requires.

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

LIBERTY HILL CITY PARK SWIM CENTER
Owner – City of Liberty Hill
Construction Cost - $2,047,667
Scope of Service – General Contractor, New Construction

MILTON REIMERS RANCH PARK
Owner – Travis County
Construction Cost - $5,556,896
Scope of Service – General Contractor, New Construction

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

HERITAGE PARK IMPROVEMENTS
Owner – City of Pflugerville
Construction Cost - $2,229,758
Scope of Service – General Contractor, New Construction

FRITZ PARK IMPROVEMENTS
Owner – City of Hutto
Construction Cost - $2,835,416
Scope of Service – General Contractor, New Construction

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 5a - Total work performed as GC - past 5 years

YEAR	TOTAL AMOUNT OF WORK PERFORMED
2018	$8,258,128
2019	$11,729,610
2020	$6,395,195
2021	$7,566,522
2022	$12,800,725

Frost BANKING INVESTMENTS INSURANCE

July 27, 2023

RE: STR Constructors, LLC – Liberty Hill, TX

To Whom It May Concern:

It is with pleasure that Frost Insurance Agency, Inc. and FCCI Insurance Company express our confidence in our contractor client, STR Constructors, LLC. We have written bonds for STR Constructors, LLC since 2017. STR Constructors, LLC has current bonding limits of $15,000,000 for single jobs and $30,000,000 aggregate work program.

FCCI Insurance Company is an AM Best rated "A X" company and is an admitted surety in the state of Texas. FCCI Insurance Company also appears on the U.S. Treasury list of approved companies.

Please be aware that the execution of payment and performance bonds by the surety is subject to the positive review of all normal underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

Sincerely,

Jennifer Upton, Assistant Vice President
Statewide Surety Account Executive
Frost Insurance Agency, Inc.

401 Congress Ave, Suite 1400, Austin, TX 78701
(512) 473-4506

FIRST
TEXAS BANK

July 6, 2023

To whom it may concern,

This letter is to confirm the following checking account for our First Texas Bank customer.

- **STR Constructors, LLC**

This account is active and in good standing.

Sincerely,

Sherry Montemayor

Sherry Montemayor, AAP
Assistant Vice President

(512) 688-5130

900 S. Austin Ave.	5321 Williams Dr.	430 Del Webb Blvd.	500 Round Rock Ave.	1600 W. Pecan	1901 Bagdad Rd.	721 U.S. Hwy 183
Georgetown	Georgetown	Georgetown	Round Rock	Pflugerville	Cedar Park	Liberty Hill
512-863-2567	512-869-8910	512-864-0379	512-255-2501	512-251-7889	512-259-2443	512-778-5757

POST OFFICE BOX 649, GEORGETOWN, TEXAS 78627

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

RFQ NO. 2023-11 HUTTO FRISK PARK IMPROVEMENTS

REQUIREMENT# 5e – Bonding company references

Bonding Company:	FCCI Insurance Co.
Bonding Co. Address:	6300 University Parkway Sarasota, FL 34240
Bonding Agent:	Frost Insurance Allen Bale
Bonding Agent Address:	401 Congress Ave., Suite 1400, Austin, Texas 78701
Bonding Agent Contact:	Jake Morphew Office: (512) 473-4528 Cell: (512) 298-9588 Fax: (512) 473-4515
Dun & Bradstreet rating	3A1

Frost

September 1, 2023

Re:

STR Constructors

Experience Modifier Rating and Loss Ratios

To whom it may concern:

The Experience Modifiers for STR Constructors for the past five years are as follows:

- 07/01/2023 1.0
- 07/01/2022 1.0
- 07/01/2021 0.94
- 07/01/2020 0.92
- 07/01/2019 0.92

During the period from 2018 to current the insured has had one (1) workers' compensation claim noted below in 2020.

The loss ratios for STR Constructors for the past three periods are as follows:

POLICY TERM	PREMIUM	LOSSES	LOSS RATIO
2022/2023	$3,212.00	$0.00	0.0%
2021/2022	$3,574.00	$0.00	0.0%
2020/2021	$3,568.00	$35,368.08	991.3%

While the loss ratio in the 2020/2021 term appears high, it is actually a reflection of prior good loss performance and historically low workers' compensation gross premiums. The reflection of the insured's good loss experience, despite this shock claim, can be seen in subsequent premiums. The current policy period premiums are lower than 2020 premiums even after the shock loss.

Interestingly while STR's losses have not changed since 2020, their EMR has crept up during this period. This rise in EMR is not a result in increased losses but a reflection of changes in underlying payroll. EMR is a lagging indicator and is not reflective of current program performance. A better marker of current program performance is no losses over the prior 3 years.

Sincerely,

Michael P. Henry, CIC, CSHO
Senior Vice President
Michael.henry@frostinsurance.com
Frost Insurance Agency, Inc.

AGENDA ITEM REPORT

11.2.

To:	City Council
Subject:	Consideration and possible action relating to Resolution No. R-2023-287 authorizing the City Manager to submit an application to the Texas Historical Commission for its undertold historical marker program regarding the Shiloh Black Cemetary (Councilmember Dana Wilcott, Councilmember Brian Thompson)
Meeting:	Thursday, November 2, 2023
Department:	Development Services /
Staff Contact:	

BACKGROUND INFORMATION:

The Texas Historical Commission is currently accepting applications for its undertold historical marker program, intended to address historical gaps, promote diversity of topics, and proactively document significant underrepresented subjects or untold stories.

The criteria for evaluating applications include: ability of the topic to address gaps in the Texas Historical Commission historical marker program; value of the topic as an undertold or untold aspect of Texas history; endangerment level of property, site or topic, and the contribution of a marker toward its preservation; historical or architectural significance; historical or architectural integrity; relevance to the statewide preservation plan and other Texas Historical Commission programs; potential County Historical Commission assistance and availability of existing documention; and diversity among the group of candidates.

SUMMARY OF REQUEST:

The Shiloh Black Cemetery is a forgotten piece of Texas history located in Hutto that was one of three cemeteries opening in the 19th century during a time of segregation: Shiloh Black Cemetary, Santa Maria Cemetery for Hispanics, and Shiloh McCutcheon. The application and supporting documents are attached.

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact associated with this program. There is no application fee and if selected, the State pays for the marker.

AGENDA ITEM REPORT

11.2.

ATTACHMENTS:

1. Hutto Res THC application untold marker program-R-2023-287
2. 2023 UNDERTOLD MARKER APPLICATION
3. Cemetery Deed
4. Details - Shiloh Black Cemetery - Atlas Number 7491001305 - Atlas_ Texas Historical Commission
5. Shiloh Cemetery from Road
6. 1977 Book Excerpt
7. HPC Letter of Support

RESOLUTION NO. R-2023-287

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE TEXAS HISTORIC COMMISSION FOR THE UNDERTOLD MARKER PROGRAM; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the Texas Historical Commission is currently accepting applications for its undertold historical marker program, intended to address historical gaps, promote diversity of topics, and proactively document significant underrepresented subjects or untold stories; and

WHEREAS, the City Council desires to authorize the City Manager to submit an application to the Texas Historic Commission for its undertold historical marker program.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to submit an application to the Texas Historic Commission for its undertold historical marker program, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

TEXAS HISTORICAL COMMISSION

2023 UNDERTOLD MARKER APPLICATION
Request for Consideration for Marker Application Funds

In 2006, the Texas Historical Commission established the Undertold Program to address gaps in the marker program and underrepresented topics. This form constitutes a request for the Texas Historical Commission (THC) to consider approval of an Official Texas Historical Marker for the undertold topic in this application using Marker Application Funds. The THC will review the request and make its determination based on adopted rules, procedures and scoring criteria. The final determination of eligibility and approval for a state marker will be made by the THC.

Proposed marker title: **County:**

Proposed location (give street address of marker site, if applicable):

900 -1094 CR139 Hutto, Texas 78634

Will the marker be placed at the actual site of the topic being marked? ☒ Yes ☐ No
If the answer is no, provide the distance and directions to the actual location from the marker (i.e. 100 yards east).

The marker would be placed at the entrance to the cemetery.

Please explain the proposed subject in 250 words or less:

Shiloh Black Cemetery, a historic cemetery dating back to the 1800s, is one of three cemeteries in Hutto created in the 19th and 20th centuries when races were segregated. Through the efforts of the Black Families of Hutto and Dwight Baker, a genealogist, they have identified 135 people buried in the cemetery, including U.S. Military Veterans from World War I and World War II. However, a majority of those interred do not have tombstones, thus a historic marker would bring recognition to the historic site. The cemetery received a Historic Texas Cemetery (HTC) designation in May 2022.

If you have a longer documented narrative, please attach.

Suggested sources (2 - 3) for research on the subject:

https://www.statesman.com/story/news/local/2020/11/13/volunteers-to-spend-weekend-cleaning-black-cemetery-in-hutto/43145705/
https://hutxgs.org/Shilo/Shilo.htm
https://www.statesman.com/story/news/2021/11/08/hutto-black-cemetery-group-trying-locate-neglected-bodies-headstones/6182913001/

***Please attach 1 – 2 photos of the building/structure or proposed marker location.**
****If applying to designate a building/structure as historic, please attach the following:**

- Clear Current Colored Photos of every side of the building/structure
- Historic Photo
- Floor Plan of every floor of building/structure
- Site Plan

APPLICATION SUBMITTED BY:

Address: **City, State, Zip:**

TEXAS HISTORICAL COMMISSION

Phone: **Email address (required):**

2023 UNDERTOLD MARKER APPLICATION
PERMISSION OF PROPERTY OWNER FOR MARKER PLACEMENT

Please fill out the sections below concerning marker placement and property owner permission for placement.

Will the marker be placed on right-of-way maintained by the Texas Department of Transportation (TxDOT)? ☐ Yes ☒ No

If the answer is yes, the THC will secure the necessary permission from TxDOT, and no other information is required.

If the answer is no, please provide the following information for the person or entity who owns the property:

I, the property owner or legal administrator of the property noted herein, signify below that I have read the information regarding Official Texas Historical Markers and that I voluntarily seek consideration for a marker for the property. I further promise to comply with the policies and procedures of the Official Texas Historical Marker Program.

Property owner:

Address: **City, State, Zip:**

Phone: **Email address:**

Signature: _____

*****Please attached a copy or scan of proof of current ownership (county appraisal, tax records, etc.) to verify the property owner information listed on the application.**

TEXAS HISTORICAL COMMISSION

SCORING CRITERIA:
- Diversity of topic for addressing gaps in historical marker program; value of topic as an undertold or untold aspect of Texas history
- Endangerment level of property, site or topic
- Historical or architectural significance
- Historical or architectural integrity
- Relevance to statewide preservation plan and other THC programs
- CHC support and existing documentation
- Diversity among this group of candidates

TIMELINE:
- Oct 1 – Nov 15 – Undertold applications accepted
- Nov 16 – Jan 11 – THC staff score Undertold topics
- Feb 1 – THC Commissioners review and discuss selected Undertold topics
- Feb 3 – Undertold applicants are notified of results
- Feb - June – Sponsors of selected topics begin developing a fully documented historical narrative

NOTE: All correspondence—notice of receipt, request for additional information, inscription, shipping notice, etc.— will be sent via email to the CHC representative and sponsor/applicant, who are encouraged to share the information with other interested parties as necessary.

Please email the completed form, supporting documentation if any, current proof of ownership and photos of the building or marker location to markers@thc.texas.gov by 5pm CST, November 15, 2023. Thank you!

Texas Historical Commission
History Programs Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-5853
markers@thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories

WARRANTY DEED WITH SINGLE AND JOINT ACKNOWLEDGMENT.

Clarke & Courts, Manufacturing Stationers, Galveston.

00705

110/394

THE STATE OF TEXAS,
County of Williamson

Know all Men by these Presents:

THAT We, William Miller and wife, Jennie Miller of the County of Williamson and State of Texas, for and in consideration of ~~the sum of~~ Forty ($40.00) and no/100 DOLLARS, to us ~~in hand~~ paid by Robert Jones, John Ake, Charles Langham, Geo. Saul, and Harrison Fresh, Trustees of the Union Grove Cemetery Club.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Robert Jones, John Ake, Charles Langham, Geo. Saul and Harrison Fresh, and their successors in office of the County of Williamson and the State of Texas, all that certain tract or parcel of land situated in Williamson County, Texas, and being a portion of the John C. Duval survey, situated on the South side of Brushy Creek and more fully described by metes and bounds as follows, being the West one half of a 6 acre tract heretofore to wit; on the 29th. day of December 1890, conveyed to William Miller by J. W. Flinn as shown by the Deed Records of Williamson County, Texas, in Volume No. 55 Pages 468-470. The amount herein conveyed being 3 acres of land. The Grantors herein reserve their right to all timber on said 3 acres of land, as well as the right of ingress and egress, into over and out of said 3 acres of land forever. It is also agreed and understood that the school house now situated on said 3 acres is not hereby conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Robert Jones, John Ake, Charles Langham, Geo. Saul, and Harrison Fresh, and their successors in office ~~heirs~~ and assigns, forever. And we do hereby bind ourselves and our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Robert Jones, John Ake, Charles Langham, Geo. Saul and Harrison Fresh, and their successors in office ~~heirs~~ and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand at Austin, Tex., this ~~the~~ 21st day of November A.D. 1903.

Signed and Delivered in the Presence of

William Miller
Jennie Miller

THE STATE OF TEXAS,
County of Williamson

BEFORE ME, R. E. L. Miller, a Notary Public in and for Williamson County, Texas, on this day personally appeared William Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and ~~seal of office~~ official seal at Austin Texas, this 21st day of November A.D. 1903.

(L. S.)

R. E. L. Miller Notary Public
Williamson County, Texas.

THE STATE OF TEXAS,
County of Williamson

BEFORE ME, R. E. L. Miller, a Notary Public in and for Williamson County, Texas, on this day personally appeared ~~and~~ Jennie Miller wife of ~~said~~ William Miller known to me to be the persons whose names ~~are~~ is subscribed to the foregoing instrument, and ~~acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said~~ ~~wife of the said~~ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jennie Miller acknowledged such instrument to me to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 21st day of November A.D. 1903.

(L. S.)

R. E. L. Miller Notary Public
Williamson County, Texas

Filed for record the 23 day of March 1905, at 8 o'clock A. M., and recorded the 28 day of March 1905, at 1:30 o'clock P. M.

Thos. G. Flinn
Clerk County Court, Williamson County, Texas.

By ..... Deputy.

Unofficial Document

24053

52/205

Wm. M. Cutchem To Deed Shiloh Cemetery

The State of Texas
County of Williamson } Know all men by these Presents!

That I, Wm. M. Cutchem of the County of Williamson and State of Texas, for and in consideration of the sum of one dollar to me in hand paid the receipt whereof is hereby acknowledged have bargained sold and released and conveyed, and by these presents do bargain, sell release transfer and convey unto William Rogan, Green Randolph and L. L. Darley Trustees for Shiloh cemetery and their successors forever in fee simple the following described tract or parcel of land, to wit: Beginning at a stake from which a Live Oak tree about 2 feet in diameter bears S 4 E 52 vrs.; Thence S 22 W. 162 vrs to a stone for S. W. corner Thence S 65 E 72 vrs to a stone for S. E. corner; Thence N. 22 E. 162 vrs to a stone for N. E. corner. Thence N. 65 W. 72 vrs to the beginning containing Four acres land. This tract land is a part of the 185-2 acres land patented to the heirs of Wm Gatlin Decd and deed to me by Thomas Gatlin Administrator of Estate of Wm Gatlin decd together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining thereto (except the timber which I reserve for my own use) to have and to hold all and singular the premises above mentioned unto the said Wm Rogan Green Randolph and L. L. Darley Trustees for Shiloh cemetery, and their successors forever and I do hereby bind myself my heirs and legal representatives to forever warrant and defend all and singular the title to the above mentioned premises unto the said Wm Rogan Green Randolph and L. L. Darley Trustees and successors against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, except the timber as herein before excepted.

In testimony whereof I hereunto set my hand on this the 5 day of February A. D. 1890.

Wm his x mark M Cutchem

Unofficial Document

The State of Texas.
County of Williamson } Before me J. P. Davis, a Notary Public in and for Williamson County, Texas, on this day personally appeared Wm N. Hutcheson known to me to be the person whose name is subscribed to the foregoing deed or instrument in writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Hutto this 10th day of February A.D. 1890.

{L. S.}

E. P. Davis Notary Public
Williamson County Texas.

Filed February 13th 1890 at 9 A.M. Recorded February 15th 1890.

By J. W. Hodges Deputy

J. W. Hodges Clerk County Court
Williamson County Texas.

Unofficial Document

PLAT MAP RECORDING SHEET

INSTRUMENT #-- **DOC# 9904222**

DEDICATOR-- PROPERTIES OF THE SOUTHWEST ONE, LP
PROPERTIES OF THE SOUTHWEST ONE, INC.

SUBDIVISION NAME--LOOKOUT AT BRUSHY CREEK, THE

MAP RECORDED IN CABINET-- CABINET Q SLIDE 288, 289, 290, 291, 292, 293, 294, 295, 296, 297 & 298

PROPERTY FORMERLY KNOWN AS 503.1092 ACRES OUT OF THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194 AND BEING RECORDED IN VOLUME 1972, PAGE 249.

HAND TO: JOHN W. LYON
1-800-835-5263

INSTRUMENT DATE: JANUARY 12, 1999

FILE DATE: JANUARY 22, 1999

Doc# **9904222**
Pages: 11
Date : 01-22-1999
Time : 12:00:56 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
NANCY E. RISTER
COUNTY CLERK
Rec. $ 311.00

Unofficial Document

Doc# 9904222

CABINET Q Slide 288

STATE OF TEXAS*
COUNTY OF WILLIAMSON*

KNOW ALL MEN BY THESE PRESENTS:
That Properties of the Southwest One L.P., sole owner of the certain tract of land shown hereon and described in a deed recorded in Document # 9823412 of the official Records of Williamson County, Texas do hereby join, approve and consent to all dedications and plat note requirements shown hereon. I do hereby approve the recordation of this subdivision plat and dedicate to the public use forever any easements and roads that are shown hereon. This subdivision is to be known as THE LOOKOUT AT BRUSHY CREEK. I hereby acknowledge that I am the sole owner of this property and do hereby state that there are no lienholders or any unpaid debt for which this property represents collateral on any loan.

PROPERTIES OF THE SOUTHWEST ONE, L.P.
a Delaware Limited Partnership,
By PROPERTIES OF THE SOUTHWEST ONE, INC.
a Delaware Corporation, General Partner

By: _____
Jack H. Dean, Vice President
P.O. Box 896
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF WILLIAMSON*

This instrument was acknowledged before me on this the 12th day of January 1999 by Jack H. Dean, Vice President of PROPERTIES OF THE SOUTHWEST, INC., a Delaware Corporation, General Partner of PROPERTIES OF THE SOUTHWEST, L.P., a Delaware Limited Partnership, in the capacity therein stated, on behalf of said Corporation.

_____
Notary Public, State of Texas

MARILYN J ASKINS
MY COMMISSION EXPIRES
DECEMBER 15, 2001

My Commission Expires: _____

Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor. I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, Williamson County Flood Plain Regulations, and Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County & Cities Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in plat and the documents associated with it.

_____ 1/19/99
Paulo Pinto — Date
Director of Environmental Services

STATE OF TEXAS*
COUNTY OF WILLIAMSON*

KNOW ALL MEN BY THESE PRESENTS:

I, John Doerfler, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

John C. Doerfler 1-21-99 — 1-19-99
John Doerfler, County Judge — Date
Williamson County, Texas

STATE OF TEXAS*
COUNTY OF WILLIAMSON*

KNOW ALL MEN BY THESE PRESENTS:

I, Nancy Rister, Clerk of County Court of Williamson County, Texas do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed in my office on the 21st day of JANUARY 1999 A.D., at 3:20 o'clock P.M., and duly recorded on this, the 22nd day of JANUARY 1999 A.D. at 12:00 o'clock P.M. in the Plat Records of said County, in Cabinet Q Slides 288, 289, 290, 291, 292, 293, 294, 295, 296, 297 + 298.

TO CERTIFY WHICH, WITNESS my hand and seal of the County Court of Williamson County at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas
By: Karen Miller
Deputy

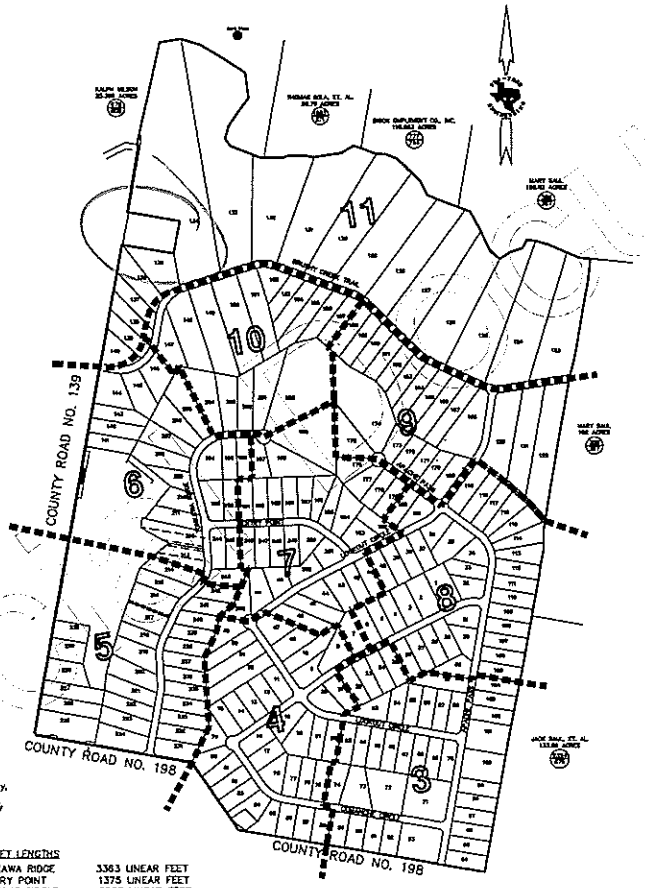
COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

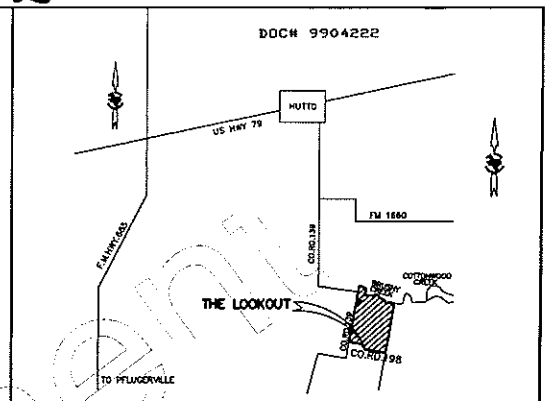
PLAN 5266
EO 14618
..\14618\SUBMITT\MAPLAT\SHEET1.DWG

THE LOOKOUT at • brushy • creek

A Bluegreen Property

A SUBDIVISION OF 503.1092 ACRES
OUT OF THE
JOHN C. DUVALL SURVEY ABSTRACT NO. 194
WILLIAMSON COUNTY, TEXAS
257 LOTS





VICINITY MAP
(N.T.S.)

"The City of Hutto, Texas, makes no express nor implied warranties or representations regarding the suitability of any lots shown on this plat for residential building or other uses including, without limitation, those lots located within the flood plain."

Approved this the 14 day of December 1998, by the City Planning and Zoning Commission of the City of Hutto, Texas and authorized to be filed for record by the County Clerk of Williamson County, Texas.

Tim Porter — Jennifer Mattingly
Tim Porter, Chairman — Jennifer Mattingly, Secretary

PASSED AND APPROVED, on the 21st/14th day of December 1998.

Glen Pierce, Mayor, City of Hutto, Texas
Melissa Perry, City Secretary, City of Hutto, Texas

Doc# 9904222
N Pages: 11
Date : 01-22-1999
Time : 12:00:56 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
NANCY E. RISTER
COUNTY CLERK
Rec. $ 311.00

Driveway Culvert Schedule

Lot No.	Culvert Required	Lot No.	Culvert Required
1–10	Dip	170–174	Dip
11–14	18" CMP	175–178	18" CMP
15–19	Dip	179–180	24" CMP
20–21	18" CMP	181 Apache Pass	24" CMP
22–29	24" CMP	181 Lookout Circle	Dip
30–31	Dip	182–184	18" CMP
32 Comanche Circle	Dip	185–192	Dip
32 Apache Pass	24" CMP	193 Sentry Point	Dip
37–48	Dip	193 Tonkawa Ridge	24" CMP
49–52	18" CMP	194–195	24" CMP
53–57	Dip	196–199	18" CMP
58 Lookout Circle	Dip	200–230	Dip
58 Apache Pass	24" CMP	231–237	24" CMP
59	24" CMP	238–243	18" CMP
60	18" CMP	244 Tonkawa Ridge	18" CMP
61–78	Dip	244 Sentry Point	Dip
79–86	18" CMP	245–249	Dip
87–91	24" CMP	250	18" CMP
92–93	Dip	251 Sentry Point	18" CMP
94–99	24" CMP	251 Lookout Circle	24" CMP
100–112	Dip	252	24" CMP
113–117	18" CMP	253	18" CMP
118–168	Dip	254	Dip
169 Lookout Circle	24" CMP	255	18" CMP
169 Apache Pass	Dip		

STREET LENGTHS

TONKAWA RIDGE	3363 LINEAR FEET
SENTRY POINT	1375 LINEAR FEET
LOOKOUT CIRCLE	5257 LINEAR FEET
APACHE PASS	3939 LINEAR FEET
COMANCHE CIRCLE	4570 LINEAR FEET
BRUSHY CREEK TRAIL	4784 LINEAR FEET

SUBDIVISION SUMMARY
257 LOTS, BEING 503.1092 ACRES OUT OF THE JOHN C. DUVALL SURVEY ABSTRACT NO. 194

COUNTY ROADS:
23.287 LINEAR FEET OF ROADS, BEING 33.30 ACRES OUT OF THE NANCY KENNER SURVEY HEREBY DEDICATED TO THE PUBLIC AS RIGHT-OF-WAY

OTHER:
5.76 ACRES HEREBY DEDICATED TO THE PUBLIC AS RIGHT-OF-WAY FOR COUNTY ROADS NO. 139 & 198 WIDENING

SURVEYOR
PRO-TECH ENGINEERING GROUP, Inc.
Kelly Kiber, R.P.L.S.
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
(512) 353-3335

BENCH MARK:
Railroad spike in power pole located north of County Route 135, approximately 95 feet west of FM 1660 centerline, approximately 1.5 miles south of U.S. Route 79 at the Hutto City cemetery.
Elev. 621.60

PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

SHEET 1 of 11

PHOTOGRAPHIC MYLAR

CABINET Q Slide 289

THE LOOKOUT at • brushy • creek
A Bluegreen Property

FIELD NOTES

FIELD NOTES FOR 503.1092 ACRES OUT OF THE JOHN C. DUVAL SURVEY ABSTRACT NO. 194 IN WILLIAMSON COUNTY, TEXAS BEING THE SAME TRACT RECORDED IN VOL. 1872 PG. 249 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS.

BEGINNING at a 1/2" iron pin found on the North R.O.W. of County Road 198 at the Southwest corner of a 133.59 acre tract conveyed to Jack Saul II et. a. in Vol. 2324 Pg. 876 of the Williamson County, Texas Official Records at the Southeast corner of this tract and form which the Northwest corner of the John C. Duval Survey Abstract No. 194, same being the Northwest corner of this tract, bears N 21°57'59" W 7,568.80 feet and the POINT OF BEGINNING;

THENCE with the North R.O.W. of County Road 198 the following nine (9) courses:

1) N 83° 30' 34" W, 245.99 feet to a 1/2" iron pin found.
2) N 79° 57' 36" W, 479.30 feet to a 1/2" iron pin found.
3) N 82° 14' 00" W, 702.45 feet to a 1/2" iron pin found.
4) N 80° 32' 12" W, 704.95 feet to a 1/2" iron pin found.
5) N 34° 53' 13" W, 662.89 feet to a 1/2" iron pin found.
6) N 53° 28' 02" W, 58.28 feet to a 1/2" iron pin found.
7) N 79° 11' 33" W, 100.31 feet to a 1/2" iron pin found.
8) N 79° 51' 51" W, 1216.24 feet to a 1/2" iron pin found.
9) N 34° 00' 07" W, 29.02 feet to a 1/2" iron pin found at an angle point on County Road 198 for the Southwest corner of this tract.

THENCE with the East R.O.W. of County Road 138 the following four (4) courses:

1) N 09° 31' 12" E, 280.90 feet to a 1/2" iron pin found.
2) N 09° 52' 45" E, 1115.81 feet to a 1/2" iron pin found.
3) N 09° 56' 39" E, 998.03 feet to a 1/2" iron pin found.
4) N 10° 09' 00" E, 1810.03 feet to a 1/2" iron pin found the Southwest corner of a tract known locally as the Shiloh Cemetery.

THENCE with the common line of Shiloh Cemetery and this tract the following three (3) courses:

1) S 87° 11' 36" E, 448.36 feet to a 1/2" iron pin found at the Southeast corner of said Shiloh Cemetery.
2) N 10° 09' 43" E, 227.62 feet to a 1/2" iron pin found at the Northeast corner of said Shiloh Cemetery.
3) N 79° 54' 40" W, 452.09 feet to a 1/2" iron pin found on the East R.O.W. of said County Road 138 at the Northwest corner of said Shiloh Cemetery.

THENCE with the East line of said County Road 138 the following two (2) courses:

1) N 09° 20' 14" E, 567.73 feet to a 1/2" iron pin found.
2) N 50° 13' 54" W, 14.83 feet to a 1/2" iron pin found at the Southeast corner of a 25.399 acre tract conveyed to Ralph Wilson in Vol. 678 Pg. 609 of the Official Records of Williamson County, Texas.

THENCE N 12° 41' 00" E with the common line of said 25.399 acre tract, 877.06 feet to a point in the center of Brushy Creek being the South line of a tract conveyed to Isador Wolin in Vol. 513 Pg. 431 of the Official Records of Williamson County, Texas for the Northwest corner of this tract.

THENCE with the center of Brushy Creek being the South line of said Wolin tract the following eleven (11) course:

1) N 81° 18' 28" E, 184.27 feet to a point.
2) S 72° 47' 13" E, 165.34 feet to a point.
3) S 60° 22' 33" E, 173.14 feet to a point.
4) S 57° 48' 32" E, 185.78 feet to a point.
5) S 55° 11' 20" E, 95.30 feet to a point.
6) S 07° 02' 41" E, 209.60 feet to a point.
7) S 35° 15' 27" W, 289.24 feet to a point.
8) S 15° 27' 52" W, 108.54 feet to a point.
9) S 34° 20' 08" E, 74.48 feet to a point.
10) S 89° 11' 58" E, 383.02 feet to a point.
11) N 89° 36' 19" E, passing the south common corner of said Wolin tract and a 59.70 acre tract conveyed to Thomas Cole, et. al. in Vol. 1562 Pg. 571 of the Official Records of Williamson County, Texas in all a distance of, 182.39 feet to a point.

THENCE with the center of Brushy Creek and the South line of said Cole Tract the following six (6) courses:

1) N 88° 54' 42" E, 40.98 feet to a point.
2) N 88° 25' 45" E, 134.66 feet to a point.
3) S 81° 20' 24" E, 93.03 feet to a point.
4) N 81° 53' 50" E, 234.89 feet to a point.
5) N 58° 48' 45" E, 118.41 feet to a point.
6) S 70° 46' 36" E passing the South common corner of said 59.70 acre tract and a 110.663 acre tract conveyed to Bigon Implement Co. Inc. in Vol. 777 Pg. 744 of the Official Records of Williamson County, Texas in all a distance of 205.51 feet to a point.

THENCE with the center of Brushy Creek and the South line of said 110.663 acre tract the following five (5) courses:

1) S 87° 48' 53" E, 84.58 feet to a point.
2) S 86° 29' 18" E, 98.89 feet to a point.
3) S 46° 43' 20" E, 271.10 feet to a point.
4) S 25° 43' 21" E, 133.56 feet to a point.
5) S 09° 18' 22" E passing the South common line of said 110.663 acre tract and a 156.62 acre tract conveyed to Mary Saul in Vol. 358 Pg. 367 of the Official Records of Williamson County, Texas in all a distance of 383.17 feet to a point.

THENCE with the center of Brushy Creek and the South line of said 156.62 acre tract the following twelve (12) courses:

1) S 28° 44' 34" E, 192.96 feet to a point.
2) S 25° 19' 44" E, 178.32 feet to a point.
3) S 51° 01' 17" E, 110.50 feet to a point.
4) N 57° 09' 13" E, 106.22 feet to a point.
5) N 72° 02' 38" E, 107.31 feet to a point.
6) N 29° 52' 41" E, 78.33 feet to a point.
7) S 82° 42' 56" E, 75.83 feet to a point.
8) S 74° 36' 54" E, 108.57 feet to a point.
9) S 66° 48' 45" E, 88.09 feet to a point.
10) S 67° 06' 09" E, 84.93 feet to a point.
11) S 66° 57' 38" E, 113.92 feet to a point.
12) S 84° 28' 09" E, 96.61 feet to a point being the Northwest corner of a 102 acre tract conveyed to Mary Saul in Vol. 358 Pg. 367 of the Official Records of Williamson County, Texas for the Northeast corner of this tract,

THENCE with the common line of said 102 acre tract and this tract the following twelve (12) courses:

1) S 09° 44' 02" W, 85.20 feet to a 1/2" iron pin found.
2) S 05° 44' 02" W, 89.04 feet to a 1/2" iron pin found.
3) S 09° 25' 30" W, 85.05 feet to a 1/2" iron pin found.
4) S 09° 48' 18" W, 806.82 feet to a 1/2" iron pin found.
5) S 13° 50' 14" W, 175.44 feet to a 1/2" iron pin found.
6) S 09° 38' 19" W, 706.14 feet to a 1/2" iron pin found.
7) S 09° 06' 13" W, 595.18 feet to a 1/2" iron pin found.
8) S 00° 21' 00" E 174.83 feet to a 1/2" iron pin set.
9) S 12° 00' 35" W, 47.89 feet to a 1/2" iron pin found.
10) S 12° 19' 29" W, 44.58 feet to a 1/2" iron pin found.
11) S 06° 52' 25" W, 123.27 feet to a 1/2" iron pin found.
12) S 09° 36' 30" W, 344.19 feet to a 1/2" iron set at the West common corner of said 102 acre tract and a 133.59 acre tract conveyed to Jack Saul II et. al. in Vol. 2324 Pg. 876 of the Official Records of Williamson County, Texas.

THENCE with the West line of said 133.59 acre tract the following four (4) four courses:

1) S 10° 05' 48" W, 434.55 feet to a 1/2" iron pin found.
2) S 11° 14' 06" W, 453.98 feet to a 1/2" iron pin found.
3) S 09° 57' 30" W, 725.48 feet to a 1/2" iron pin found.
4) S 09° 52' 16" W, 592.06 feet to the POINT OF BEGINNING and containing 503.1092 acres more or less.

AS PER SURVEY BY HERMAN CROCHTON, RPLS 4046 DATED APRIL 6, 1998.

Herman Crochton
Registered Professional Land Surveyor No. 4046

STATE OF TEXAS REGISTERED HERMAN CROCHTON 4046 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS+
COUNTY OF WILLIAMSON+

I, Kelly Kilber do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properley placed under my personal supervision, in accordance with the Subdivision Regulations of the City of hutto and Williamson County, Texas. I hereby certify that the field notes close.

Kelly Kilber
Registered Professional Land Surveyor No. 2219

STATE OF TEXAS+
COUNTY OF WILLIAMSON+

I, Kelly Kilber do hereby certify that the information contained on this plat complies with the subdivision and ordinances and the stormwater drainage policy adopted by the City of Hutto, Texas and that this subdivision is not in the Edwards aquifer Recharge Zone and is encroached by a Zone A flood area, as denoted hereon and as defined by Federal Emergency Management Administration Flood Insurance Rate Map Community Panel Number 48491C0335 C, effective date september 27, 1991 and that each lot conforms to the Subdivision Regulations of Williamson County, Texas. For areas outside the 100 year flod plain depicted on the Flood Insurance Rate Map, the fully developed, concentrated storm water runoff resulting from the one hundred (100) year storm is contained within the drainage easements, building lines and public Rights-of-way dedicated by this plat.

Kelly Kilber
Registered Professional Engineer No. 41187

11-20-98
Date

NOTES:

1. No structure in this subdivision shall be occupied until connected to a public water supply system constructed to the requirements of the Texas Natural Resources Conservation Commission.
2. No structure in this subdivision shall be occupied until connected to a private sewage facility approved under the rules of Williamson County for Private Sewage Facilities.
3. Property owners are advised that they are responsible for maintenance of dedicated easements on their property and that they may not utilize these easements for any purpose detrimental to their intended use (i.e. no structures, septic tank fields, etc.) Grantees of said dedicated easements reserve the right of access to such easements.
4. There is hereby dedicated a twenty (20) foot wide Public Utility and Embankment/Backslope easement adjacent to all street right-of-way lines.
5. There is hereby dedicated a ten (10) foot wide Public Utility Easement adjacent to all non-street lot lines.
6. Topographic information shown hereon was provided by GEODETIX, INC. Contours are shown at intervals of 5 feet.
7. No driveway shall be constructed between the lots and abutting right-of-way without first obtaining a Driveway Permit from the Williamson County Road Department.
8. Interior cross fences exist within the boundaries of this subdivision.
9. This subdivision lies within the extra-territorial jurisdiction (ETJ) of the City of Hutto, Texas.
10. No access to County Road No. 198 shall be allowed from lots abutting thereon with the exception of Utility Reserve "A".
11. Flood Plain delineated hereon as per study prepared by Raymond Chan & Associates.
12. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until roads or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any road widening easement for construction, improvement or maintenance.
13. In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads and other public thoroughfares and any bridges or culverts necessary to be constructed or placed in the responsibility of the owners of the tract tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build or maintain any of the streets, roads or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. It is further understood that upon completion of the aforesaid obligations of the Developer and either 60% occupancy of the lots along the roadways and streets in the subdivision has been achieved, or two years from the date of completion of the streets has lapsed, on written permission from the Commissioners' Court, the County will assume full responsibility for maintence of said streets and roads. The county assumes no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.
14. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development.
15. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.
16. Water service for this subdivision to be provided by Manville Water Supply Corporation.
17. Sewer service for this subdivision to br provided by on-site sewage facilities.
18. Lots must have OSSF designed by a registered professional engineer or registered sanitarian.
19. No development shall begin on lots 70, 71, 93, lots 98 thru 101, lots 114 thru 175, lots 199 thru 208, lots 212 thru 230 & lot 258 prior to issuance of a flood plain development permit by the Williamson County Flood Plain Administrator for each lot specified.
20. The developer, builder, seller, or agent shall inform, in writing, each prospective buyer of subdivision lots or property located within flood hazard areas that such property is in an identified flood hazard area and that a Flood Plain Development Permit will be required before a structure can be placed on the property. The written notice shall be filed for record in the Deed Records of Williamson County. A copy of this written notice shall be provided when application is made for development permits.
21. No structure or land on this blue line (survey) shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application Form to the Williamson County Flood Plain Administrator.
22. Prior to any channel alterations, bridge construction, fill, dredging, grading, channel improvement, storage of materials or any other change of the 100 year flood plain located within the blue line (survey) an application for Flood Plain Development permit with a description of the extent to which the watercourse or natural drainage will be altered or relocated as a result of the proposed development must be submitted to and approved by the Williamson County Flood Plain Administrator. All specifications and details necessary for complete review must be provided.
23. Prior to any channel alteration or bridge construction which will change existing flood patterns or elevations, a letter of map amendment must be submitted to and approved by the Federal Emergency Management Agency.
24. All lots contain a minimum of one-half acre excluding drainage easements, drainage ways, or rights-of-ways.
25. Drainage patterns are positive and will not impact use of OSSF's.
26. All lots have a minimum 7,000 square feet available for drainfield area.
27. "The City of Hutto, Texas, makes no express nor implied warranties or representations regarding the suitability of any lots shown on this plat for residential building or other uses including, without limitation, those lots located within the flood plain."
28. Building slab elevations shall be 1.0 feet above any point on the lot within 5.0 feet of the perimeter of the building.

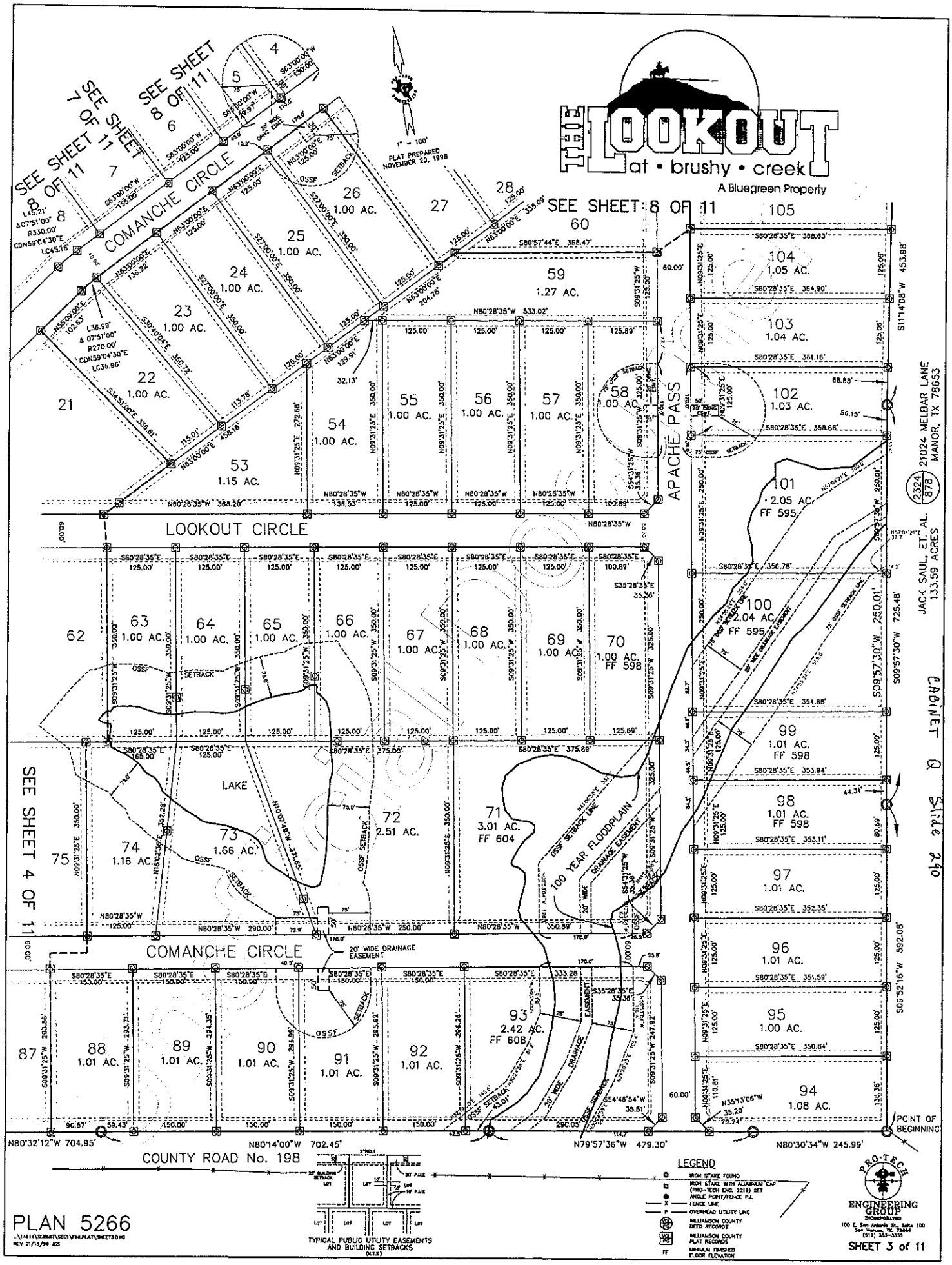
PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

SHEET 2 of 11

PLAN 5266
EO 14618
..\14614\SUBMITT\SHLPLAT\SHEET2.DWG

PHOTOGRAPHIC MYLAR

PHOTOGRAPHIC MYLAR



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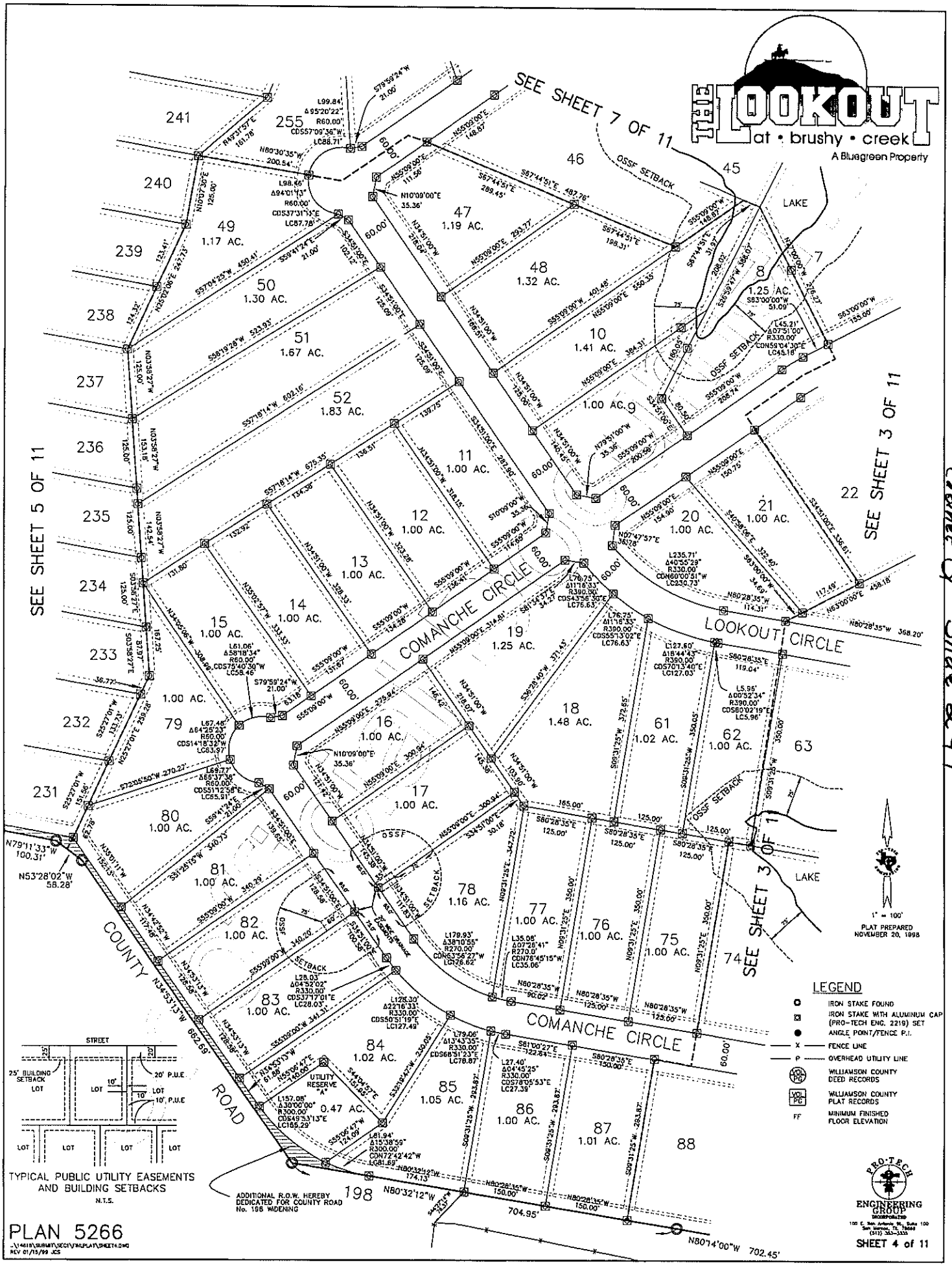
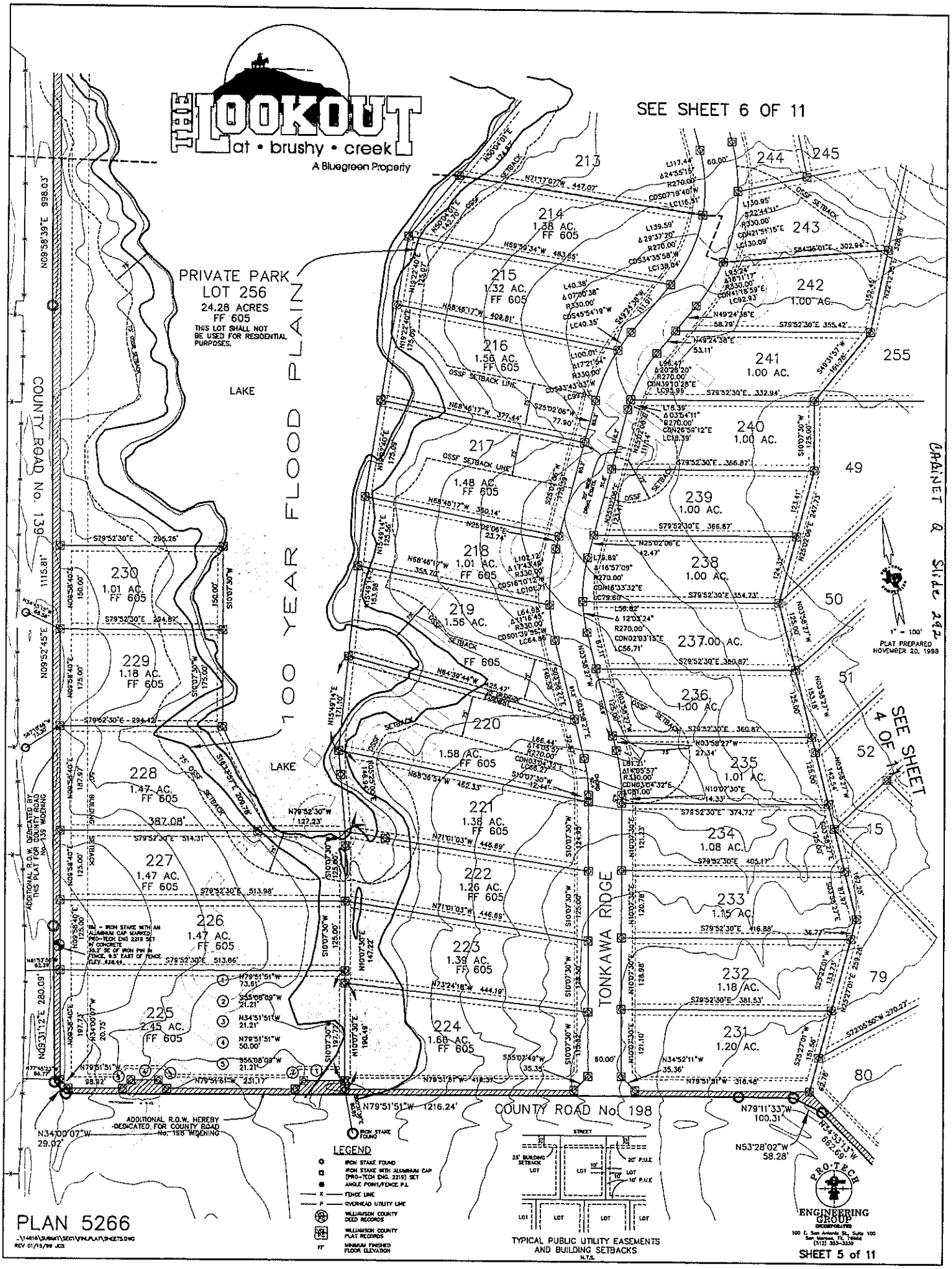
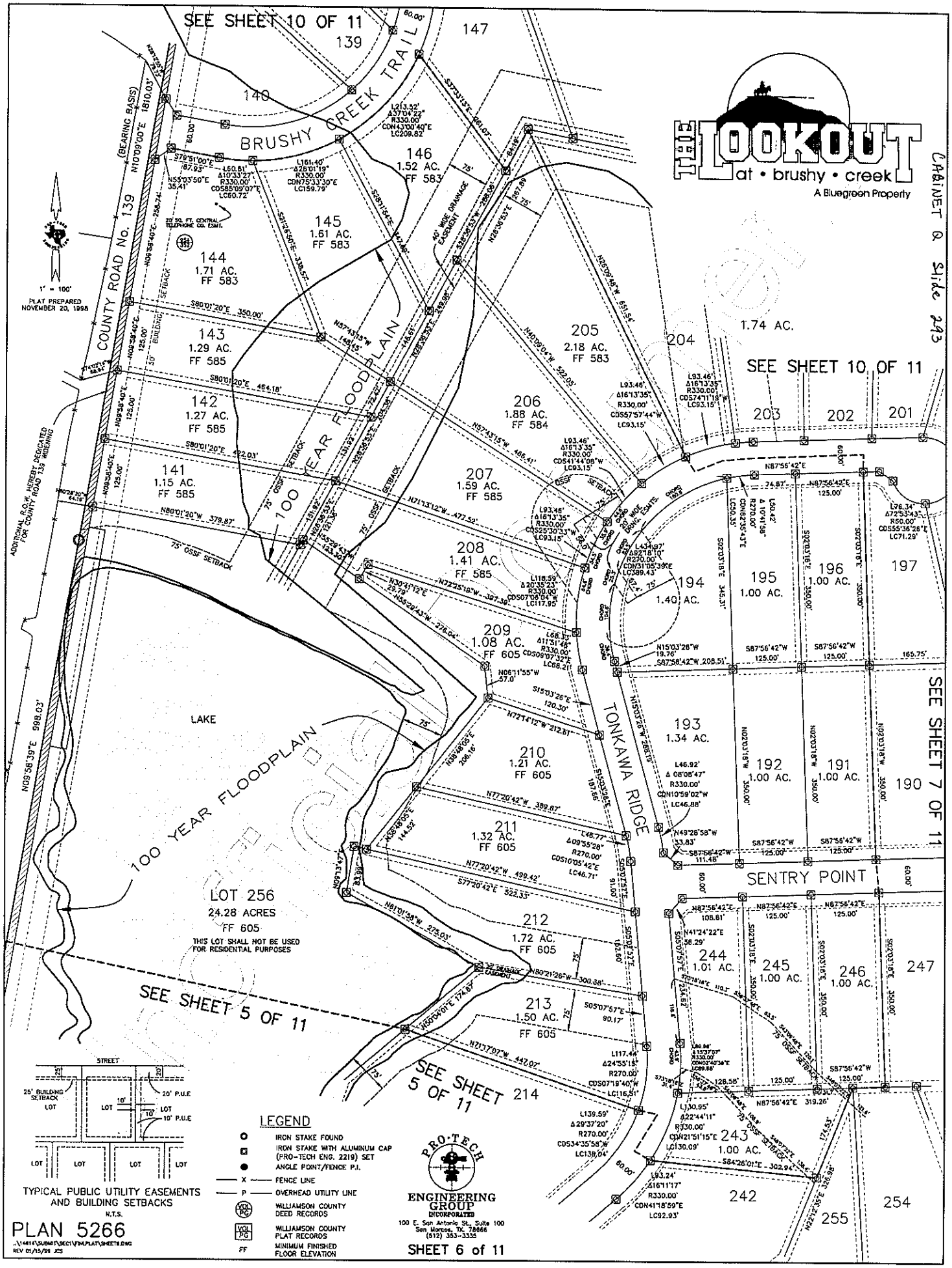


PLAN 5266

Cabinet Q Slide 291


THE LOOKOUT at • brushy • creek
A Bluegreen Property
SEE SHEET 6 OF 11
PRIVATE PARK
LOT 256
24.28 ACRES
FF 605
THIS LOT SHALL NOT BE USED FOR RESIDENTIAL PURPOSES.
LAKE
100 YEAR FLOOD PLAIN
COUNTY ROAD No. 139
TONKAWA RIDGE
COUNTY ROAD No. 198
SEE SHEET 4 OF 11
CABINET Q SLIDE 242
PLAT PREPARED NOVEMBER 20, 1998
ADDITIONAL R.O.W. HEREBY DEDICATED FOR COUNTY ROAD No. 139 WIDENING
ADDITIONAL R.O.W. HEREBY DEDICATED FOR COUNTY ROAD No. 198 WIDENING
LEGEND
IRON STAKE FOUND
IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
ANGLE POINT/FENCE P.I.
FENCE LINE
OVERHEAD UTILITY LINE
WILLIAMSON COUNTY DEED RECORDS
WILLIAMSON COUNTY PLAT RECORDS
MINIMUM FINISHED FLOOR ELEVATION
TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
PRO-TECH ENGINEERING GROUP
PLAN 5266
SHEET 5 of 11


THE LOOKOUT
at • brushy • creek
A Bluegreen Property
CABINET Q Slide 293
SEE SHEET 10 OF 11
SEE SHEET 7 OF 11
SEE SHEET 5 OF 11
SEE SHEET 5 OF 11
BRUSHY CREEK TRAIL
COUNTY ROAD No. 139
(BEARING BASIS)
N10°09'00"E 1810.03'
1" = 100'
PLAT PREPARED NOVEMBER 20, 1998
100 YEAR FLOODPLAIN
100 YEAR FLOODPLAIN
LAKE
TONKAWA RIDGE
SENTRY POINT
LOT 256
24.28 ACRES
FF 605
THIS LOT SHALL NOT BE USED FOR RESIDENTIAL PURPOSES
ADDITIONAL R.O.W. HEREBY DEDICATED FOR COUNTY ROAD 139 WIDENING
N09°58'39"E 998.03'
147
139
140
146
1.52 AC.
FF 583
145
1.61 AC.
FF 583
144
1.71 AC.
FF 583
143
1.29 AC.
FF 585
142
1.27 AC.
FF 585
141
1.15 AC.
FF 585
205
2.18 AC.
FF 583
204
1.74 AC.
206
1.88 AC.
FF 584
207
1.59 AC.
FF 585
208
1.41 AC.
FF 585
209
1.08 AC.
FF 605
210
1.21 AC.
FF 605
211
1.32 AC.
FF 605
212
1.72 AC.
FF 605
213
1.50 AC.
FF 605
214
203
202
201
194
1.40 AC.
195
1.00 AC.
196
1.00 AC.
197
193
1.34 AC.
192
1.00 AC.
191
1.00 AC.
190
244
1.01 AC.
245
1.00 AC.
246
1.00 AC.
247
243
1.00 AC.
242
254
255
STREET
25' BUILDING SETBACK
20' P.U.E
10' P.U.E
LOT
TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
N.T.S.
LEGEND
IRON STAKE FOUND
IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
ANGLE POINT/FENCE P.I.
FENCE LINE
OVERHEAD UTILITY LINE
WILLIAMSON COUNTY DEED RECORDS
WILLIAMSON COUNTY PLAT RECORDS
MINIMUM FINISHED FLOOR ELEVATION
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100 E. San Antonio St., Suite 100
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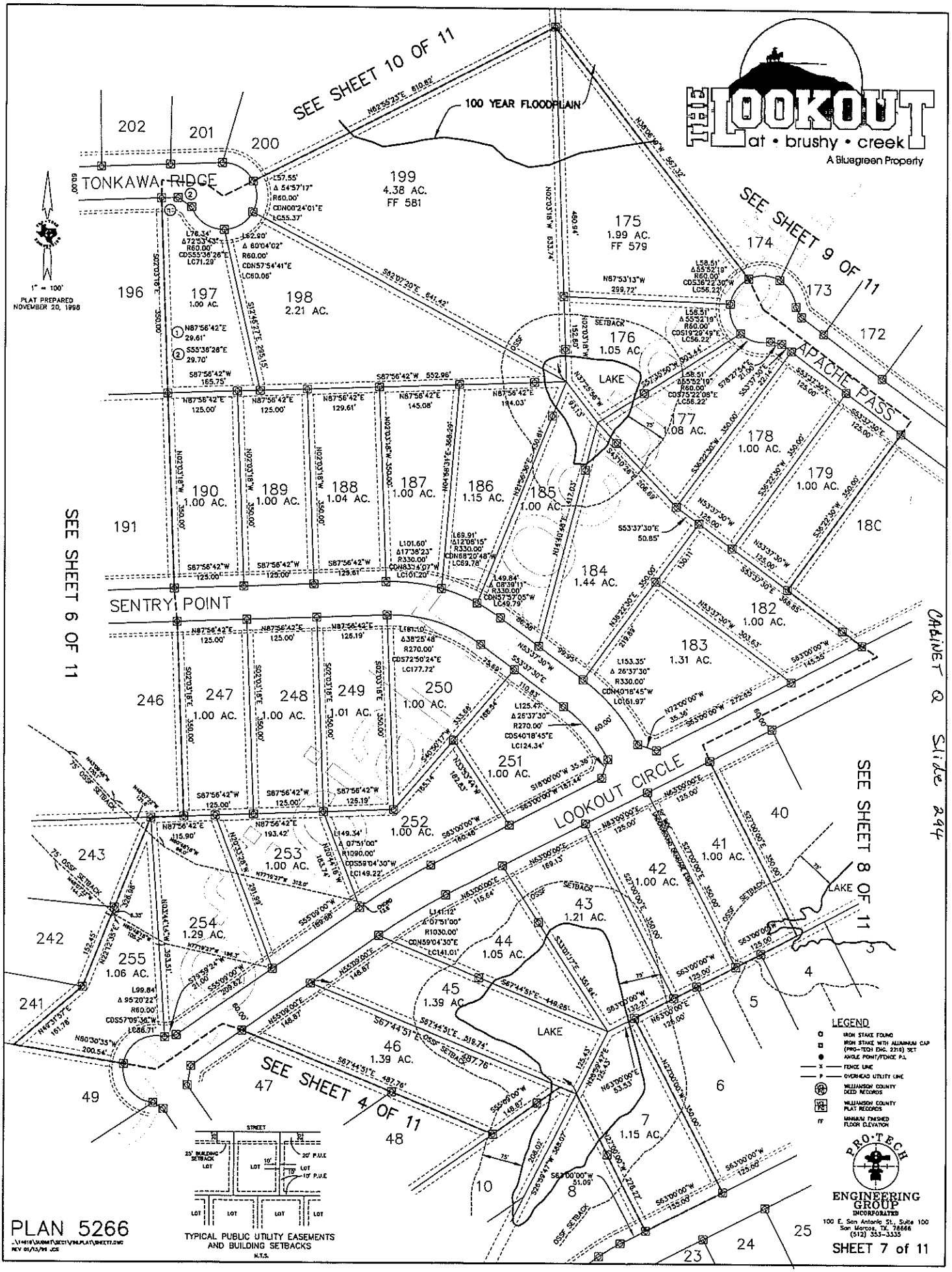
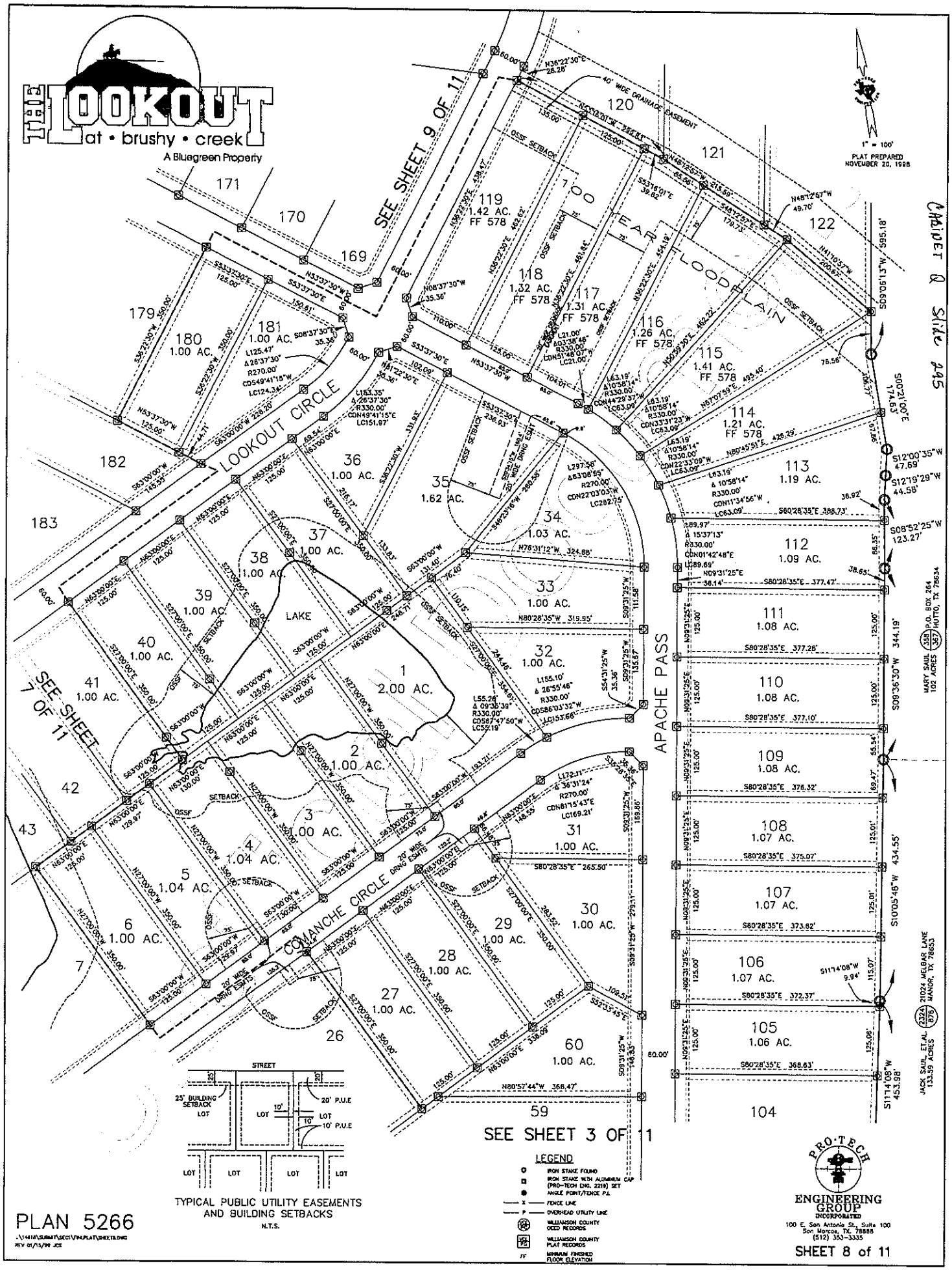
PLAN 5266
SHEET 6 of 11

PHOTOGRAPHIC MYLAR




THE LOOKOUT
at • brushy • creek
A Bluegreen Property
1" = 100'
PLAT PREPARED NOVEMBER 20, 1998
SEE SHEET 9 OF 11
SEE SHEET 7 OF 11
SEE SHEET 3 OF 11
100 YEAR FLOODPLAIN
LOOKOUT CIRCLE
COMANCHE CIRCLE
APACHE PASS
LAKE
40' WIDE DRAINAGE EASEMENT
20' WIDE DRNG EASMTS
Carpet & Site 195
MARY SAUL ET.AL. 102 ACRES P.O. BOX 264 HUTTO, TX 78634
JACK SAUL ET.AL. 133.59 ACRES 21024 MELBAR LANE MANOR, TX 78653
TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
N.T.S.
LEGEND
IRON STAKE FOUND
IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
ANGLE POINT/FENCE P.I.
FENCE LINE
OVERHEAD UTILITY LINE
WILLIAMSON COUNTY DEED RECORDS
WILLIAMSON COUNTY PLAT RECORDS
MINIMUM FINISHED FLOOR ELEVATION
PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335
SHEET 8 of 11
PLAN 5266

CABINET Q Slide 296

THE LOOKOUT at • brushy • creek
A Bluegreen Property

1" = 100'
PLAT PREPARED NOVEMBER 20, 1998

SEE SHEET 10 OF 11
SEE SHEET 11 OF 11
SEE SHEET 7 OF 11
SEE SHEET 8 OF 11

BRUSHY CREEK TRAIL
APACHE PASS
LOOKOUT CIRCLE
100 YEAR FLOODPLAIN

157 158 1.35 AC. FF 580
159 1.33 AC. FF 580
160 1.27 AC. FF 579
161 1.17 AC. FF 579
162 1.14 AC. FF 579
163 1.28 AC. FF 579
164 1.54 AC. FF 579
165 1.73 AC. FF 579
166 1.75 AC. FF 579
167 1.78 AC. FF 579
168 3.11 AC. FF 579
169 1.29 AC. FF 579
170 1.07 AC. FF 579
171 1.00 AC. FF 579
172 1.00 AC. FF 579
173 1.00 AC. FF 579
174 5.68 AC. FF 579
175 1.99 AC. FF 579
176 177 178 179 180 181
199 200
115 116 117 118 119 120 3.58 AC. FF 578
121 3.74 AC. FF 578
122 4.83 AC. FF 578
123 124 125 126 127 128

TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
N.T.S.

LEGEND
- IRON STAKE FOUND
- IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
- ANGLE POINT/FENCE P.I.
- X — FENCE LINE
- P — OVERHEAD UTILITY LINE
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY PLAT RECORDS
- FF MINIMUM FINISHED FLOOR ELEVATION

PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

PLAN 5266
SHEET 9 of 11

PHOTOGRAPHIC MILAR

CABINET Q Slide 297

THE LOOKOUT at • brushy • creek
A Bluegreen Property

100 YEAR FLOOD PLAIN

BRUSHY CREEK TRAIL

SEE SHEET 11 OF 11

SEE SHEET 9 OF 11

SEE SHEET 6 OF 11

SEE SHEET 7 OF 11

TONKAWA RIDGE

Lot	Area	FF
128		
129		
130		
131		
132		
133		
134		
135		
136		
137		
138		
139		
146		
147	1.67 AC.	583
148	3.24 AC.	583
149	3.68 AC.	583
150	4.20 AC.	583
151	2.97 AC.	583
152	1.06 AC.	583
153	1.11 AC.	582
154	1.52 AC.	581
155	1.80 AC.	581
156	1.42 AC.	581
157	1.31 AC.	581
158	1.35 AC.	580
159		
194		
195		
196		
197		
198		
199		
200	7.00 AC.	581
201	2.50 AC.	583
202	1.51 AC.	583
203	1.74 AC.	583
204	2.37 AC.	583
205		

75' OSSF SETBACK
40' DRAINAGE EASEMENT
20' DRAINAGE EASEMENT

1" = 100'
PLAT PREPARED NOVEMBER 20, 1998

LEGEND
- IRON STAKE FOUND
- IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
- ANGLE POINT/FENCE P.I.
- X —— FENCE LINE
- P —— OVERHEAD UTILITY LINE
- VOL PG — WILLIAMSON COUNTY DEED RECORDS
- VOL PG — WILLIAMSON COUNTY PLAT RECORDS
- FF — MINIMUM FINISHED FLOOR ELEVATION

STREET
25' BUILDING SETBACK
LOT
20' P.U.E
10' P.U.E
TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
N.T.S.

PLAN 5266
-\14816\SUBMIT\2001\FINALPLAT\SHEET9.DWG
REV 01/15/99 JCS

PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

SHEET 10 of 11

PHOTOGRAPHIC MYLAR

CABINET Q Slide 298

THE LOOKOUT at • brushy • creek
A Bluegreen Property

THIS SHEET'S SCALE IS 1" = 200'

APPROXIMATE NORTHWEST CORNER OF THE JOHN DUVALL SURVEY, ABSTRACT 194
POINT OF BEGINNING BEARS S21°37'59"E 7568.80'

RALPH WILSON
3303 BROKEN SPOKE TRAIL
GEORGETOWN, TX, 78628-2801
25.399 ACRES
679/609

ISEDOR WALLIN
P.O. BOX 241
HUTTO, TEXAS, 78634-0241
513/431

THOMAS GOLA, ET. AL.
13803 SOUTH VILLAGE
SAN ANTONIO, TEXAS, 78249
59.70 ACRES
1562/571

BIGON IMPLEMENT CO., INC.
14101 HWY 71
TAYLOR, TEXAS, 76574
110.663 ACRES
777/744

MARY SAUL
P.O. BOX 264
HUTTO, TEXAS, 78634
156.62 ACRES
358/367

MARY SAUL
P.O. BOX 264
HUTTO, TEXAS, 78634
102 ACRES
358/367

FLOODWAY NOTE:
NO ENCROACHMENT INTO THEFLOODWAY AREA WILL BE PERMITTED.

COUNTY ROAD NO. 139

ADDITIONAL R.O.W. HEREBY DEDICATED BY THIS PLAT FOR COUNTY ROAD 139 WIDENING

FLOODWAY

100 YEAR FLOOD PLAIN

BRUSHY CREEK TRAIL

CEMETERY

SEE SHEET 10 OF 11

SEE SHEET 9 OF 11

7-23-2002 Commissioners Court #27 noted release of pue between Lots 135 & 136

BM - IRON STAKE WITH AN ALUMINUM CAP MARKED "PRO-TECH ENG 2219" SET IN CONCRETE 46.4' WEST OF FENCE ELEV. 570.29

120' TEMPORARY TURN AROUND EASEMENT

THE 120' DIAMETER TEMPORARY TURN AROUND EASEMENT HEREBY DEDICATED SHALL REMAIN IN PLACE UNTIL SUCH TIME AS THE ROAD ON WHICH IT IS LOCATED IS EXTENDED AS A COUNTY ROAD INTO THE ADJOINING TRACT, AND AT THAT TIME THE TEMPORARY TURN AROUND EASEMENT SHALL BE AUTOMATICALLY VACATED.

TYPICAL PUBLIC UTILITY EASEMENTS AND BUILDING SETBACKS
N.T.S.

STREET
25' BUILDING SETBACK
20' P.U.E
10' P.U.E
LOT

LEGEND

- IRON STAKE FOUND
- IRON STAKE WITH ALUMINUM CAP (PRO-TECH ENG. 2219) SET
- ANGLE POINT/FENCE P.I.
- X — FENCE LINE
- P — OVERHEAD UTILITY LINE
- VOL/PG — WILLIAMSON COUNTY DEED RECORDS
- VOL/PG — WILLIAMSON COUNTY PLAT RECORDS
- FF — MINIMUM FINISHED FLOOR ELEVATION

PRO-TECH ENGINEERING GROUP INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX, 78666
(512) 353-3335

PLAN 5266

SCALE: 1" = 200'

SHEET 11 of 11

\14618\SUBMIT\SEC1\FINLPLAT\SHEET11.DWG
REV 01/08/99 JCS

PHOTOGRAPHIC MYLAR

Unofficial Document

Details for Shiloh Black Cemetery

Cemetery — Atlas Number 7491001305

Data

Cemetery ID Number	WM-C013
Cemetery Name	Shiloh Black Cemetery
Additional Names	Shilo, Shilo(h) Colored or Union Grove
Directions	From SH 79 take SH 1660 south, continue south on CR 137, turn east on CR 139, cemetery on east side of road before reaching Brushy Creek Trail
Source	
City	Hutto (v)
County	Williamson
HTC Designation Date	5/18/2022
Size	
Number of graves	130+
Burial Dates	1896-present
Feature Type	cemetery
Deed	
Survey	
Abstract	
Latitude	30.495218
Longitude	-97.53545
Atlas Number	7491001305
Atlas Map	Yes

CEMNUM='WM-C013'

Location Map

(//thc.texas.gov)

Texas Homeland Security (http://www.texashomelandsecurity.com/) | Texas Veterans Portal (http://www.texvet.org/partners/texgov) | Texas.gov (http://www.texas.gov) TRAIL Search (https://www.tsl.state.tx.us/trail/index.html) | Site Map (http://www.thc.texas.gov/sitemap) | Policies (http://www.thc.texas.gov/policies) | Archeological Log In (/Account/Login?Length=5)

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SHILO
CEMETERY
Google

Vol. 2

348

SHILOH - South side of Brushy Creek
(Colored)

About 3 miles southeast of Hutto. From U.S. Highway 79, take State Hwy 1660 south, continue southward on County Road 137. Turn eastward on County Road 139 and cemetery will be found on east side of road just after it turns sharply to the south from Brushy Creek.

Ake		
Mollie	No dates	
Jeff	No dates	
Bolding		
Louis	1889	1960
Myrtle	-	-
Boulding		
Jimmie L.	-	-
Infant	-	-
Louise Joe	-	-
Brooks		
Ben	-	-
Nellie	-	-
Brown		
Tom	-	-
Rodie	-	-
Henry	-	-
Nancy	1873	1967
Conway		
Buck	-	-
Emma	-	-
Little Emma	-	-
Mattie	-	-
Johnie Mae	-	-
Lillie	-	-
Edwards		
Al	1898	1975
Rodie Butler	1899	1973
Fisher, Sam	-	-
Ada	-	-
Doll	-	-
Fresch		
Issac Joe	1879	1958
Martha	1861	1921
Myrtle	1887	1967
Griffin		
R. L.	1902	1974
Emmaline	1866	1951

Harris		
Warren	-	-
Carrie	-	-
James, Wilbert	-	-
Jones, Ellen	-	-
Lalson, Lee		- 1918
McKenzie		
Sam	-	-
Rose	-	-
Julius D.	-	-
Ray, Wes	-	-
Nellie	-	-
Reeves, J. B.	d. Aug. 26, 1976	
Washington, I.D.	-	-
Wiley, John	-	-
Alice	-	-

Submitted by Mr. & Mrs. Emery Blackman, Hutto, Texas - March 1977.

RAP

Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Dana Wilcott, Place 5
Amberley Kolar, Place 6

City Manager
James Earp

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
markers@thc.texas.gov

To Whom It May Concern,

The Historic Preservation Commission is writing to express the Commission's support for the Undertold Marker Application for the Shiloh Black Cemetery, a historic cemetery dating back to the 1800s, which is believed to hold the remains of at least 130 individuals. The cemetery received a Historic Texas Cemetery (HTC) designation in May 2022.

Preserving the memory and heritage of Shiloh Black Cemetery is not just a matter of historical importance, it is a matter of civic responsibility. As a community, we have a duty to honor and protect the historical sites that enrich our understanding of the past and contribute to our shared identity. A historical marker for Shiloh Black Cemetery would serve as a lasting testament to the lives and legacies of those interred there and contribute to the broader efforts of preserving and acknowledging the history and heritage of the Black community in Hutto. This recognition is especially important as we strive to address historical injustices and work toward a more inclusive and equitable future.

Thank you for your dedication to preserving Texas' history. The Commission looks forward to witnessing the success of this application and the continued appreciation of Shiloh Black Cemetery's historical significance.

Sincerely,

City of Hutto Historic Commission

AGENDA ITEM REPORT

11.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-297 authorizing the purchase of a 36' tall holiday tree for a total of $64,465 from Holiday Outdoor Decor (Kristi Barnes)
Meeting:	Thursday, November 2, 2023
Department:	Community Services /
Staff Contact:	Kristi Barnes

BACKGROUND INFORMATION:

Per the city council approved FY24 adopted budget, this 36-foot tree will replace the current Christmas tree that has become worn over years of use. Since the City has a contract #643-21 with BuyBoard and Outdoor Holiday Decor is an approved vendor, 3 quotes were not needed per the purchasing policy. Staff recommends moving forward with this vendor as they have included lights, ornaments, star, and installation.

The expected life of this tree is at least 5 years and it will be installed annually from mid-late November through early January in our historic district. When not in use, it will be stored in city-owned storage.

SUMMARY OF REQUEST:

Includes: lights, ornaments, star, and installation.

STAFF REVIEW:

FISCAL NOTES:

Holidays in Hutto account 10-060-025-6204 has an available budget of $181k, of which $75k was earmarked for a new tree.

ATTACHMENTS:

1. Hutto Res Approving Christmas Tree purchase 10.30.23.v2 R-2023-297
2. Exhibit A - Hutto estimate 10 26 23
3. BuyBoard Contract
4. New Tree
5. Shatterproof Ornament Colors for 2023
6. HolidayOutdoor_formerly ArnettMarketing - Contract 643-21 (1)

AGENDA ITEM REPORT

11.3.

RESOLUTION NO. R-2023-297

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE PURCHASE CONTRACT BETWEEN HOLIDAY OUTDOOR DECOR AND THE CITY OF HUTTO IN THE AMOUNT OF $65,465 FOR A NEW CHRISTMAS TREE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PROCURED THROUGH BUY BOARD CONTRACT 643-21; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Hutto ("City") staff recommends replacing the City Christmas tree that is worn from use; and

WHEREAS, the City desires to approve the purchase quote between Holiday Outdoor Décor and the City for the 36-foot-tall holiday tree in the amount of $65,465; and

WHEREAS, the City Council desires to authorize the City Manager to sign and execute the quote, attached as Exhibit A.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the purchase quote, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Company Address	PO Box 4365 Bethlehem, Pennsylvania 18018 United States	Created Date	10/26/2023
		Expiration Date	7/31/2023
		Quote Number	00013642
Prepared By	Charles Hagenkotter	Bill to Phone	512-759-4032
Email	chagenkotter@holidayoutdoordecor.com	Email	david.mitchell@huttotexas.gov
Account Name	City of Hutto	Ship To	420 US 79 Hutto, Texas 78634 United States
Bill To Name	Mr. David Mitchell		
Bill To	401 Front Street Hutto, Texas 78634 United States		

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
T-36M-C	36 C7 Branch Tree	36 Branch Tree 20' diameter 7068 bulbs 284 branches	Discount Applied	$58,920.00	1.00	$58,920.00
O-S8-RDS-CK	8" Ornament - Shiny Red Sonic	8" Ornament - 200mm - Shiny Red Sonic - 6 per case	Discount Applied	$75.00	41.00	$3,075.00
PM-GLB-SSF66-INC	Silhouette Snowflake Post Topper	Classic Wintery Silhouette Snowflake Design. Measures 5.5'. Includes 40 C-7 Lamps. Weighs 24lbs	Discount Applied	$490.00	1.00	$490.00
SHIPPING	SHIPPING			$2,980.00	1.00	$2,980.00

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal	$65,465.00
Total Price	$65,465.00
Grand Total	$65,465.00

Account Terms DUE UPON RECEIPT

- 15% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

- **Please refer to our Terms and Conditions, here or at https://holidayoutdoordecor.com/terms-conditions/**

April 25, 2023

Sent via email to: betty@bettyarnett.net

Betty Arnett
Arnett Marketing
2137 Zercher Rd.
San Antonio, TX 78209

Re: Holiday Lighting and Decoration
BuyBoard Contract 643-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Holiday Lighting and Decoration, Contract 643-21, for which the current term is set to expire May 31, 2023. At this time, the BuyBoard is renewing your contract through May 31, 2024. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

~ Shatterproof Solids ~

Azure Blue 2 1/3" (60mm) SP Balls

Azure Blue 3 1/4" (80mm) SP Balls

Azure Blue 6" (150mm) SP Ball

Azure Blue 8" (200mm) SP Ball

Azure Blue 4" (100mm) SP Ball

Azure Blue 10" (250mm) SP Ball

Azure Blue 12" (300mm) SP Ball

Polar Blue 3 1/4" (80mm) SP Balls

Polar Blue 4" (100mm) SP Ball

Polar Blue 6" (150mm) SP Ball

Blue 8" (200mm) SP Ball

Arctic Chill 4" (100mm) SP Ball

Arctic Chill 6" (150mm) SP Ball

Arctic Chill 8" (200mm) SP Ball

Regal Blue 4" (100mm) SP Ball

Regal Blue 6" (150mm) SP Ball

Regal Blue 8" (200mm) SP Ball

Aqua Glitter 8" (200mm) SP Ball

Aqua Glitter 6" (150mm) SP Ball

Tropical Blue 4" (100mm) SP Ball

Tropical Blue 6" (150mm) SP Ball

Tropical Blue 8" (200mm) SP Ball

Aloha 4" (100mm) SP Ball

Aloha 8" (200mm) SP Ball

Dark Blue Glitter 4" (100mm) SP Ball

Dark Blue Glitz 4.75" (120mm) SP Ball

Dark Blue Glitz 6" (150mm) SP Ball

~ Shatterproof Solids ~

Dark Blue Glitter 6" (150mm) SP Ball

Dark Blue Glitter 8" (200mm) SP Ball

Dark Blue Glitter 12" (300mm) SP Ball

Dark Blue Glitter 10" (250mm) SP Ball

Light Blue Glitter 6" (150mm) SP Ball

Light Blue Glitter 8" (200mm) SP Ball

Imperial Gold 8" (200mm) SP Ball

Candy Blue 6" (150mm) SP Ball

Candy Blue 8" (200mm) SP Ball

Candy Blue 12" (300mm) SP Ball

Balmy Seas 6" (150mm) SP Ball

Balmy Seas 6" (150mm) SP Ball

Balmy Seas 6" (150mm) SP Ball

Balmy Seas 8" (200mm) SP Ball

Mandarin 4" (100mm) SP Ball

Mandarin 6" (150mm) SP Ball

Mandarin 8" (200mm) SP Ball

Two Cents 4" (100mm) SP Ball

Two Cents 6" (150mm) SP Ball

Two Cents 8" (200mm) SP Ball

Imperial Gold 4" (100mm) SP Ball

Imperial Gold 6" (150mm) SP Ball

Imperial Gold 8" (200mm) SP Ball

Imperial Gold 8" (200mm) SP Ball

Gold Glitter 3 1/4" (80mm) SP Balls

Gold Glitter 4" (100mm) SP Ball

Gold Glitter 6" (150mm) SP Ball

~ Shatterproof Solids ~

Gold Glitter 8" (200mm) SP Ball

Gold Glitter 10" (250mm) SP Ball

Gold Glitter 12" (300mm) SP Ball

Sunshine Yellow 4" (100mm) SP Ball

Sunshine Yellow 8" (200mm) SP Ball

Gold Glitz 3 1/4" (80mm) SP Ball

Gold Glitz 3 1/4" (80mm) SP Ball

Gold Glitz 6" (150mm) SP Ball

Gold Dust 4" (100mm) SP Ball

Gold Dust 6" (150mm) SP Ball

Gold Dust 8" (200mm) SP Ball

Gold Dust 12" (300mm) SP Ball

Gilded Gold 2 1/3" (60mm) SP Balls

Gilded Gold 3 1/4" (80mm) SP Balls

Gilded Gold 4" (100mm) SP Ball

Gilded Gold 6" (150mm) SP Ball

Gilded Gold 8" (200mm) SP Ball

Gilded Gold 10" (250mm) SP Ball

Gilded Gold 12" (300mm) SP Ball

Buff Velvet 4" (100mm) SP Bal

Buff Velvet 6" (150mm) SP Bal

Buff Velvet 8" (200mm) SP Bal

Champagne Shine 6" (150mm) SP Ball

Champagne Shine 4" (100mm) SP Ball

Champagne Shine 8" (200mm) SP Ball

Candy Gold 4" (100mm) SP Ball

Candy Gold 6" (150mm) SP Ball

~ Shatterproof Solids ~

Candy Gold 8" (200mm) SP Ball

Candy Gold 12" (300mm) SP Ball

Angel Wings 4" (100mm) SP Ball

Angel Wings 6" (150mm) SP Ball

Angel Wings 8" (200mm) SP Ball

Perfect Pink 150mm)SP Ball

Perfect Pink (200 mm) SP Ball

Glamour 4" (100mm) SP Ball

Glamour 6" (150mm) SP Ball

Glamour 8" (200mm) SP Ball

Tutti Frutti 4" (100mm) SP Ball

Tutti Frutti 6" (150mm) SP Ball

Tutti Frutti 8" (200mm) SP Ball

Cabernet Glitter 8" (200mm) SP Ball

Cabernet Glitter 6" (150mm) SP Ball

Candy Red 4" (100mm) SP Ball

Candy Red 6" (150mm) SP Ball

Candy Red 8" (200mm) SP Ball

Candy Red 12" (300mm) SP Ball

Fire Glitter 6" (150mm) SP Ball

Fire Glitter 8" (200mm) SP Ball

Bayberry 4" (100mm) SP Ball

Bayberry 6" (150mm) SP Ball

Bayberry 8" (200mm) SP Ball

Red Glitter 3 1/4" (80mm) SP Balls

Red Glitter 4" (100mm) SP Ball

Red Glitter 6" (150mm) SP Ball

~ Shatterproof Solids ~

Red Glitter 8" (200mm) SP Ball

Red Glitter 10" (250mm) SP Ball

Red Glitter 12" (300mm) SP Ball

Red Alert 4" (100mm) SP Ball

Red Alert 6" (150mm) SP Ball

Red Alert 8" (200mm) SP Ball

Merlot 4" (100mm) SP Ball

Merlot 6" (150mm) SP Ball

Merlot 8" (200mm) SP Ball

Sonic Red 2 1/3" (60mm) SP Balls

Sonic Red 3 1/4" (80mm) SP Balls

Sonic Red 4" (100mm) SP Ball

Sonic Red 6" (150mm) SP Ball

Sonic Red 8" (200mm) SP Ball

Sonic Red 10" (250mm) SP Ball

Sonic Red 12" (300mm) SP Ball

True Love 4" (100mm) SP Ball

True Love 6" (150mm) SP Ball

True Love 8" (200mm) SP Ball

Burgundy Glitter 6" (150mm) SP Ball

Burgundy Glitter 8" (200mm) SP Ball

Multi Red 2 1/3" (60mm) SP Balls

Red Glitz 3 1/4" (80mm) SP Ball

Red Glitz 6" (150mm) SP Ball

Vivacious Purple 3 1/4" (80mm) SP Balls

Vivacious Purple 4" (100mm) SP Ball

Vivacious Purple 4.75" (120mm) SP Ball

~ Shatterproof Solids ~

Vivacious Purple 6" (150mm) SP Ball

Vivacious Purple 8" (200mm) SP Ball

Diva 4" (100mm) SP Ball

Diva 4.75" (120mm) SP Ball

Diva 6" (150mm) SP Ball

Diva 8" (200mm) SP Ball

Purple Glitter 4" (100mm) SP Ball

Purple Glitter 6" (150mm) SP Ball

Purple Glitter 8" (200mm) SP Ball

Looking Glass 2 1/3" (60mm) SP Balls

Looking Glass 3 1/4" (80mm) SP Balls

Looking Glass 4" (100mm) SP Ball

Looking Glass 6" (150mm) SP Ball

Looking Glass 8" (200mm) SP Ball

Looking Glass 10" (250mm) SP Ball

Looking Glass 12" (300mm) SP Ball

Silver Glitter 3 1/4" (80mm) SP Balls

Silver Glitter 4" (100mm) SP Ball

Silver Glitter 6" (150mm) SP Ball

Silver Glitter 10" (250mm) SP Ball

Silver Glitter 8" (200mm) SP Ball

Silver Glitter 12" (300mm) SP Ball

Dove Gray 4" (100mm) SP Ball

Dove Gray 6" (150mm) SP Ball

Dove Gray 8" (200mm) SP Ball

Pure White 2 1/3" (60mm) SP Balls

Pure White 3 1/4" (80mm) SP Balls

~ Shatterproof Solids ~

Pure White 4" (100mm) SP Ball

Pure White 6" (150mm) SP Ball

Pure White 8" (200mm) SP Ball

Pure White 12" (300mm) SP Ball

Snowball Glitter 2 1/3" (60mm) SP Balls

Snowball Glitter 3 1/4" (80mm) SP Balls

Snowball Glitter 4" (100mm) SP Ball

Snowball Glitter 4" (100mm) SP Balls

Snowball Glitter 6" (150mm) SP Balls

Snowball Glitter 8" (200mm) SP Balls

Snowball Glitter 10" (250mm) SP Ball

Snowball Glitter 12" (300mm) SP Ball

Candy Silver 4" (100mm) SP Ball

Candy Silver 6" (150mm) SP Ball

Candy Silver 8" (200mm) SP Ball

Candy Silver 12" (300mm) SP Ball

Pure White 6" (150mm) Ball w/ Confetti Glitter

Cloud White 4" (100mm) SP Ball

Cloud White 6" (150mm) SP Ball

Cloud White 8" (200mm) SP Ball

Silver Glitz 6" (150mm) SP Ball

Onyx 4" (100mm) SP Ball

Onyx 6" (150mm) SP Ball

Onyx 8" (200mm) SP Ball

Black Glitter 6" (150mm) SP Ball

Black Glitter 8" (200mm) SP Ball

Soot 6" (150mm) SP Ball

~ Shatterproof Solids ~

Soot 6" (150mm) SP Ball

Soot 8" (200mm) SP Ball

Limeade 3 1/4" (80mm) SP Balls

Limeade 4" (100mm) SP Ball

Limeade 4" (100mm) SP Ball

Limeade 8" (200mm) SP Ball

Limeade 6" (150mm) SP Ball

Limeade 10" (250mm) SP Ball

Limeade 12" (300mm) SP Ball

Blarney 3 1/4" (80mm) SP Balls

Blarney 4" (100mm) SP Ball

Blarney 6" (150mm) SP Ball

Blarney 8" (200mm) SP Ball

Blarney 10" (250mm) SP Ball

Blarney 12" (300mm) SP Ball

Shamrock 4" (100mm) SP Ball

Shamrock 4.75" (120mm) SP Ball

Shamrock 6" (150mm) SP Ball

Shamrock 8" (200mm) SP Ball

Emerald Glitter 4" (100mm) SP Ball

Emerald Glitter 6" (150mm) SP Ball

Emerald Glitter 8" (200mm) SP Ball

Emerald Glitter 10" (250mm) SP Ball

Emerald Glitter 12" (300mm) SP Ball

Candy Green 4" (100mm) SP Ball

Candy Green 6" (150mm) SP Ball

Candy Green 8" (200mm) SP Ball

~ Shatterproof Solids ~

Candy Green 12" (300mm) SP Ball	Lime Glitter 3 1/4" (80mm) SP Balls	Lime Glitter 4" (100mm) SP Ball
Lime Glitter 6" (150mm) SP Ball	Lime Glitter 8" (200mm) SP Ball	Lime Glitter 10" (250mm) SP Ball
Lime Glitz 4.75" (120mm) SP Ball	Lime Glitz 6" (150mm) SP Ball	Krypton 4" (100mm) SP Ball
Krypton 4.75" (120mm) SP Ball	Krypton 6" (150mm) SP Ball	Krypton 8" (200mm) SP Ball
Multi Red Green Gold Asst 8" (200mm) SP Ball	Silver/ White/ Blue Asst 8" (200mm) SP Ball	

ASSIGNMENT OF BUYBOARD CONTRACT

Re: Arnett Marketing, Contract #643-21, Holiday Lighting and Decoration

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Texas Cooperative) awarde Arnett Marketing, 2137 Zercher Rd., San Antonio, Texas 78209 (Awarded Vendor) the abov referenced contract (Contract) to sell the products and/or services specified in the attache Exhibit A to Texas Cooperative members and the National Purchasing Cooperative extended th award to other states.

By virtue of a sale effective June 20, 2022, all of Awarded Vendor's rights and obligations unc the Contract have been transferred to and assumed by the undersigned vendor (Assignee).

Assignee is bound by all terms and conditions of such contract, which the BuyBoard is providi to Assignee as part of the documentation related to this assignment, and shall fulfill all obligatic to the Texas Cooperative and National Cooperative and their members thereunder, includ without limitation providing the subject products and/or services to their members at a pric discount and structure at least as good as that required under Awarded Vendor's contract a paying all service fees due the BuyBoard on purchase orders for such products or services.

By signature below of its authorized representative, Assignee confirms the facts acknowledges and agrees to its obligations under the Contract as set out above.

Acknowledged and Accepted By Assignee:

Rileighs Outdoor, LLC d/b/a Arnett Marketing, Arnett Outdoor Decor, Holiday Outdoor De 1053 N. Plymouth Street, Allentown, PA 18109

Authorized Signature: _____

Printed Name: Charles Vangelkottee Title: Sales Director

Texas Regions Served: All of Texas

Other States Served: USA.

Approved:

BuyBoard Administrator: Connie W Burkett Date: 09/25/2023

Exhibit A

BuyBoard Contract 643-21
Holiday Lighting & Decoration

As Awarded to
Arnett Marketing

Line Item	Description	Discount	Catalog/Pricelist	Price
1	Discount (%) off Catalog / Pricelist for Holiday Decorations & Lamps	10%	Burr Industries	
1	Discount (%) off Catalog / Pricelist for Holiday Decorations & Lamps	10%	Carpenter Decorating	
1	Discount (%) off Catalog / Pricelist for Holiday Decorations & Lamps	10%	Dekra-Lite Christmas Essentials	
2	Discount (%) off Catalog / Pricelist for Holiday Lights	15%	Holiday LiteSource	
3	Discount (%) off Catalog / Pricelist for Flags & Banners	10%	Main Street Designs	
4	Discount (%) off Catalog / Pricelist for Pole Mounts & Hardware	10%	Main Street Designs	
6	Not-to-Exceed Hourly Labor Rate for Installation / Repair Service of Holiday Lighting Products & Decorations			$150.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rileighs Outdoor, LLC

2 Business name/disregarded entity name, if different from above
d/b/a Arnett Marketing, Arnett Outdoor Decor, Holiday Outdoor Decor

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1053 N Plymouth Street

Requester's name and address (optional)

6 City, state, and ZIP code
Allentown, PA 18109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 3 – 3 1 6 6 5 1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Thomas A Pogash Date ▶ 7/11/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 4, 2021

Sent Via Email: betty@arnettmarketing.net

Betty Arnett
Arnett Marketing
2137 Zercher Rd.
San Antonio, TX 78209

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 643-21, Holiday Lighting and Decoration

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2021 through May 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 643-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

May 4, 2021
Sent Via Email: betty@arnettmarketing.net

Betty Arnett
Arnett Marketing
2137 Zercher Rd.
San Antonio, TX 78209

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. No. 643-21, Holiday Lighting and Decoration

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2021 through May 31, 2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 643-21 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Holiday Lighting and Decoration

Proposal Due Date/Opening Date and Time: December 10, 2020 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 643-21

Contract Time Period: June 1, 2021 through May 31, 2022 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date: April 2021

Arnett Marketing
Name of Proposing Company

12/1/2020
Date

2137 Zercher Rd.
Street Address

Betty Arnett
Signature of Authorized Company Official

San Antonio, TX 78209
City, State, Zip

Betty Arnett
Printed Name of Authorized Company Official

210-826-9700
Telephone Number of Authorized Company Official

Owner
Position or Title of Authorized Company Official

210-826-9084
Fax Number of Authorized Company Official

74-2962243
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Name of Company: Arnett Marketing

Vendor Proposal/Contract Contact Name: Betty Arnett

Vendor Proposal/Contract Contact E-mail Address: betty@arnettmarketing.net

Vendor Contact Mailing Address for Proposal/Contract Notices: 2137 Zercher Rd., San Antonio, TX 78209

Company Website: arnettmarketing.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

[x] I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: betty@arnettmarketing.net

Purchase Order Contact: Betty Arnett Phone: 210-826-9700

Alternate Purchase Order E-mail Address: clara@arnettmarketing.net

Alternate Purchase Order Contact: Clara Kistler Phone: 210-826-9700

[ ] Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: betty@arnettmarketing.net

RFQ Contact: Betty Arnett Phone: 210-826-9700

Alternate RFQ E-mail Address: clara@arnettmarketing.net

Alternate RFQ Contact: Clara Kistler Phone: 210-826-9700

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 2137 Zercher Rd. **Department:** _____

City: San Antonio **State:** Texas **Zip Code:** 78209

Contact Name: Betty Arnett **Phone:** 210-826-9700

Invoice Fax: 210-826-9084 **Invoice E-mail Address:** betty@arnettmarketing.net

Alternative Invoice E-mail Address: clara@arnettmarketing.net

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

***Note**: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.*

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

[x] I certify that my company has been certified as a HUB in the following categories:

- [ ] **Minority Owned Business**
- [x] **Women Owned Business**
- [ ] **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

WBE - 2130790 83 & HUB - 1742962243800

Name of Certifying Agency:

South Central Texas Regional

[ ] My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Printed Name

Betty Arnett
Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

12/1/2020
Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☒ **Yes**; Deviations

Deviations presented by the vendor have been accepted by BuyBoard.

Lisa Maraden
Contract Administrator

List and fully explain any deviations you are submitting:

See Attached List

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: _____ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

Holiday Lighting and Decorations – Proposal # 643-21

Deviation & Compliance Signature Form

List of Deviations:

- All prices are subject to change based on manufacturer's price increases.
- Freight quotes will be listed as separate line items on all proposals
- Freight quotes are for estimated purposes only – actual freight charges will be Billed at the time product is shipped
- Shipping and delivery (30) to (60) days or sooner depending on availability of Products from manufactures.
- All shipments when delivered must be checked for damages and damages marked On Shipper's Bill of Lading and contact Arnett Marketing immediately to insure Proper damage claims can be filed with shipping companies.
- Samples that are furnished and samples that are received defective will be shipped or Replaced as soon as possible or (30) to (60) days depending on availability.

8-28-17
Connie.burkett@tasb.org

Arnett Marketing

Christmas Decor, Lights & Seasonal Banners

2137 Zercher Raod San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

Ms. Connie Burkett
Contract Administrator
Buy Board
P. O. Box 400
Austin, Texas 78767

Hi Ms. Connie

Please add these custom items to our price list

Custom - Elite Designer Series, 14" D Natural Branch Garland decorated With Heavy Coverage Ball Ornaments $70.00 Per Foot

Custom Light Curtains - 9' Length Light Bar, (18) Mini Light Strands/Drops, Each Strand/Drop Is 24' Length, Each Strand/Drop Is Spaced 6" Apart On Light Bar, Bulbs On The Strands/Drops Are Spaced Every 6", Includes 50' L Extension Cord, And Weights At End Of Light Strand $1,345. 00 Each

Custom Light Curtains - 9' Length Light Bar, (18) Mini Light Strands/Drops, Each Light Bar Will Have Mini Light Drops At Various Lengths (1) 6' Length, (1) 12' Length, (1) 18' Length, (1) 24' Length, Drops Are Spaced Every 6", Weights At End Of Light Drops $1,345.00 Each

Thank you very much

Betty Arnett
Arnett Marketing

ARNETT MARKETING, LLC
Christmas Decor • Lights
& Seasonal Banners

Ms. Connie W. Burkett
Contract Administrator
BuyBoard
P.O. Box 400
Austin, Texas 78767-0400

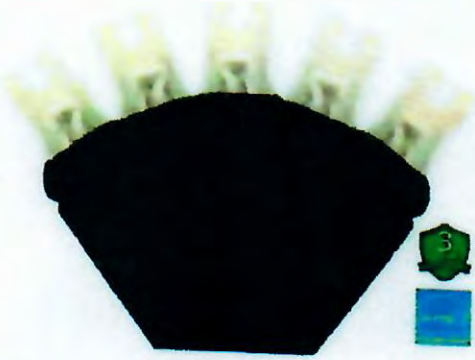
- Installation and / or removal will be quoted per project.
- Prices shown are based on standard incandescent bulbs.
  Customizations, such as changing incandescent bulbs to LED bulbs will be shown as a separate line item on quotes prepared for BuyBoard members.

2137 Zercher Rd. • San Antonio, Texas 78209 • 210-826-9700 • Fax 210-826-9084 • arnettmk@swbell.net

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

70 5MM WARM WHITE LED CHRISTMAS LIGHTS, 4" SPACING

$19.99



Say hello to the new kid on the block and the most popular LED on the market. The 5mm LED is smaller than your traditional mini light yet its concave lens provides superior brightness and disperses light uniformly in all directions. Our warm white color is specifically designed to closely match clear incandescent lighting, radiating soft elegant light for holidays and weddings. These are the lights you want for wrapping indoor and outdoor trees, wreaths and garland.

- 70 Warm White 5mm LED lights spaced 4" apart on green wire, 34.0' total length.
- Safely connect up to 44 strings.
- Bulb lifespan up to 100,000 hours.
- Patented one piece construction eliminates corrosion from moisture for longer life.
- So efficient it is ENERGY STAR rated
- LED lights use up to 90% less energy, minimizing power needs and saving you money.

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

None

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

None

Designated Dealer Name

Designated Dealer Address

City | State | Zip

Phone Number | Fax Number

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

Designated Dealer Contact Person

Your Company Name | Signature of Authorized Company Official

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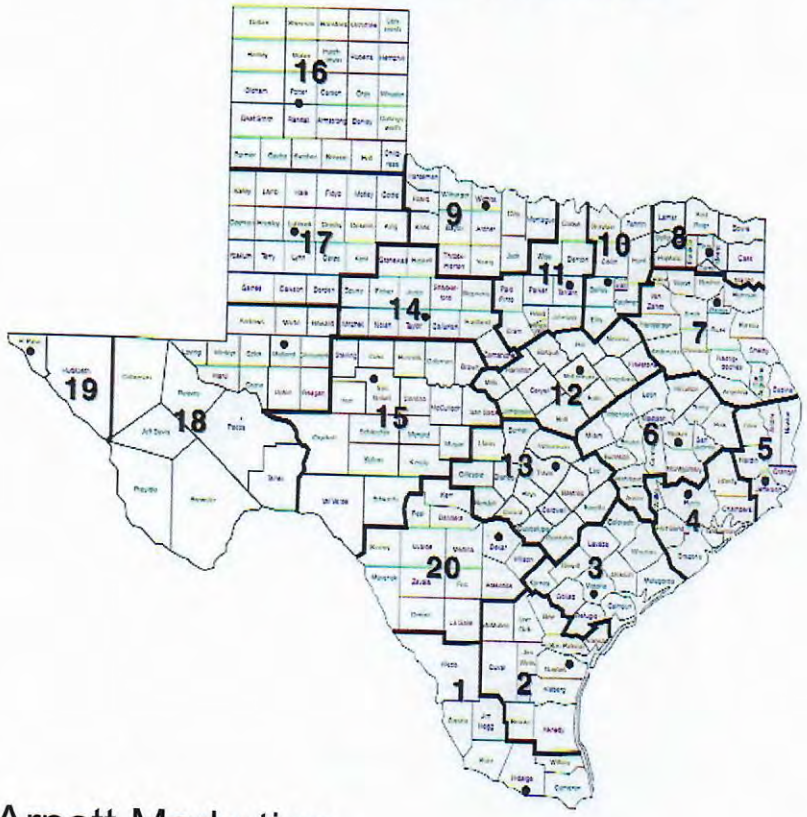
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

Arnett Marketing
Company Name

Signature of Authorized Company Official

Betty Arnett
Printed Name

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Arnett Marketing
Company Name

Signature of Authorized Company Official

Betty Arnett
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Arnett Marketing
Name of Vendor

643-21
Proposal Invitation Number

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name of Authorized Company Official

12/1/2020
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $1.3 Million. (The period of the 12 month period is 1/1/2019 / 12/31/2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	None		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15 % **Proposed Discount (%):** 10 %

Explanation: Our suppliers discounts to Arnett Marketing vary during the year.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Odessa	Scott Anderson	432-368-3548	sanderso@odessa-tx.gov	10%	All
2.	City of Grapevine	Tony Steele	817-229-0112	tsteele@grapevinetexas.gov	10%	All
3.	City of Kaufman	Michael Slye	972-932-2216	mslye@kaufmantx.org	10%	All
4.	City of San Antonio	Lincoln St. George	210-207-7895	lincolnstgeorge@sanantonio.gov	10%	All
5.	City of Irving	Holley Norman	972-721-2716	hnorman@cityofirving.org	10%	All

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

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Printed Name

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

TRAPS Conventions

TML Conventions

Arnett Marketing Web Site

Customer Mailing List

Buy Board Vendor Logo on all of our Proposal / Contracts

Buy Board Vendor Logo on all Decor and Lighting Catalogs

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

12/1/2020
Date

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Arnett Marketing

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	X
Corporation	
Limited Liability Company	
Partnership	
Other	

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 74-2962243

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Betty Arnett

2 Business name/disregarded entity name, if different from above
Arnett Marketing, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2137 Zercher Road

Requester's name and address (optional)

6 City, state, and ZIP code
San Antonio, Texas 78209

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
7 4 – 2 9 6 2 2 4 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Betty Arnett Date ▶ 1-29-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	BA
2. Termination for Cause or Convenience	Yes	BA
3. Equal Employment Opportunity	Yes	BA
4. Davis-Bacon Act	Yes	BA
5. Contract Work Hours and Safety Standards Act	Yes	BA
6. Right to Inventions Made Under a Contract or Agreement	Yes	BA
7. Clean Air Act and Federal Water Pollution Control Act	Yes	BA
8. Debarment and Suspension	Yes	BA
9. Byrd Anti-Lobbying Amendment	Yes	BA
10. Procurement of Recovered Materials	Yes	BA
11. Profit as a Separate Element of Price	Yes	BA
12. General Compliance and Cooperation with Cooperative Members	Yes	BA

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

Betty Arnett
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

34 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

The owner and (2) full time employees, with combined experience of 60 years of service providing quality products

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Insurance - $1,000,000.00 general libility with aggregtate of $2,000,000.00

Arnett Marketing has never been in bankruptcy

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Arnett Marketing
Company Name

Betty Arnett
Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature**
- [x] Completed: **Vendor Contact Information**
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [x] Completed: **Resident/Nonresident Certification**
- [x] Completed: **No Israel Boycott Certification**
- [x] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [x] Completed: **Historically Underutilized Business (HUB) Certification**
- [x] Completed: **Construction Related Goods and Services Affirmation**
- [x] Completed: **Deviation/Compliance**
- [x] Completed: **Location/Authorized Seller Listings**
- [x] Completed: **Manufacturer Dealer Designation**
- [x] Completed: **Texas Regional Service Designation**
- [x] Completed: **State Service Designation**
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [x] Completed: **Federal and State/Purchasing Cooperative Experience**
- [x] Completed: **Governmental References**
- [x] Completed: **Marketing Strategy**
- [x] Completed: **Confidential/Proprietary Information**
- [x] Completed: **Vendor Business Name with IRS Form W-9**
- [x] Completed: **EDGAR Vendor Certification**
- [x] Completed: **Proposal Invitation Questionnaire**
- [x] Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.)*
- [x] Completed: **Required Forms Checklist**

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Holiday Decorations and Lamps** (Garland Tree Mounts, Scrolls, Lamp Post, Wreaths, Arches, Silhouette Trees, Garland Trees, Skylines, and related items).
2. Discount (%) off catalog/pricelist for **Holiday Lights.**
3. Discount (%) off catalog/pricelist for **Flags and Banners.**
4. Discount (%) off catalog/pricelist for **Pole Mounts and Hardware.**
5. Discount (%) off catalog/pricelist for **Accessories and Other Holiday Related Items.**

Section II: Installation and Repair Service

6. **Hourly Labor Rate for Installation/Repair Service of Holiday Lighting Products and Decorations,** not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Arnett Marketing Information

Address: 2137 Zercher Road
San Antonio, TX 78209
Phone: (210) 826-9700
Fax: (210) 826-9084

By submitting your response, you certify that you are authorized to represent and bind your company.

Betty Arnett
Signature

betty@arnettmarketing.net
Email

Submitted at 12/2/2020 11:21:57 AM

Requested Attachments

BuyBoard Proposal Invitation No. 643-21 Holiday Lighting and Decoration — Buy Board Prop. 643-21.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Burr Catalog 2020.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate — Exceptions for Buy Board.pdf

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9.jpg

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Carpenter Decorating Catalog.pdf

Carpenter Decorating Catalog

Carpenter Price List 2020.pdf

Carpenter Decorating Price List

DEKRA-LITE 2020 Christmas Catalog.pdf

Dekra Lite Catalog

Holiday LiteSource PRICE LIST for Buy Board.xlsx

Holiday LiteSource Price List

Lite Source 2020 Catalog.pdf

Holiday LiteSource Catalog

Main Street Designs 2020.pdf

Main Street Catalog

Bid Lines

1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Holiday Decorations and Lamps** (Garland Tree Mounts, Scrolls, Lamp Post, Wreaths, Arches, Silhouette Trees, Garland Trees, Skylines, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

Carpenter Decorating

Alternate 1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Holiday Decorations and Lamps** (Garland Tree Mounts, Scrolls, Lamp Post, Wreaths, Arches, Silhouette Trees, Garland Trees, Skylines, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist

Dekra Lite

Alternate 2

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Holiday Decorations and Lamps** (Garland Tree Mounts, Scrolls, Lamp Post, Wreaths, Arches, Silhouette Trees, Garland Trees, Skylines, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Catalog/Pricelist

Burr Industries

2

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Holiday Lights**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

Holiday LiteSource

3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Flags and Banners**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

Main Street Designs

4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Pole Mounts and Hardware**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

Main Street Designs

5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Accessories and Other Holiday Related Items**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

Arnett Marketing

6

Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Holiday Lighting Products and Decorations, not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hour Price: $150.00 Total: $150.00

Response Total: $150.00

Arnett Marketing
Christmas Decor, Lights & Seasonal Banners
2137 Zercher Road San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

Holiday Lighting and Decorations – Proposal # 643-21

Deviation & Compliance Signature Form

List of Deviations:

- All prices are subject to change based on manufacturer's price increases.
- Freight quotes will be listed as separate line items on all proposals
- Freight quotes are for estimated purposes only – actual freight charges will be Billed at the time product is shipped
- Shipping and delivery (30) to (60) days or sooner depending on availability of Products from manufactures.
- All shipments when delivered must be checked for damages and damages marked On Shipper's Bill of Lading and contact Arnett Marketing immediately to insure Proper damage claims can be filed with shipping companies.
- Samples that are furnished and samples that are received defective will be shipped or Replaced as soon as possible or (30) to (60) days depending on availability.

8-28-17
Connie.burkett@tasb.org

Arnett Marketing

Christmas Decor, Lights & Seasonal Banners

2137 Zercher Raod San Antonio, TX 78209
210-826-9700 betty@arnettmarketing.net
arnettmarketing.com

Ms. Connie Burkett
Contract Administrator
Buy Board
P. O. Box 400
Austin, Texas 78767

Hi Ms. Connie

Please add these custom items to our price list

Custom - Elite Designer Series, 14" D Natural Branch Garland decorated With Heavy Coverage Ball Ornaments $70.00 Per Foot

Custom Light Curtains - 9' Length Light Bar, (18) Mini Light Strands/Drops, Each Strand/Drop Is 24' Length, Each Strand/Drop Is Spaced 6" Apart On Light Bar, Bulbs On The Strands/Drops Are Spaced Every 6", Includes 50' L Extension Cord, And Weights At End Of Light Strand $1,345. 00 Each

Custom Light Curtains - 9' Length Light Bar, (18) Mini Light Strands/Drops, Each Light Bar Will Have Mini Light Drops At Various Lengths (1) 6' Length, (1) 12' Length, (1) 18' Length, (1) 24' Length, Drops Are Spaced Every 6", Weights At End Of Light Drops $1,345.00 Each

Thank you very much

Betty Arnett
Arnett Marketing

ARNETT MARKETING, LLC
Christmas Decor • Lights
& Seasonal Banners

Ms. Connie W. Burkett
Contract Administrator
BuyBoard
P.O. Box 400
Austin, Texas 78767-0400

- Installation and / or removal will be quoted per project.
- Prices shown are based on standard incandescent bulbs.
  Customizations, such as changing incandescent bulbs to LED bulbs will be shown as a separate line item on quotes prepared for BuyBoard members.

"EVERY DAY IS A HOLIDAY"
2137 Zercher Rd. • San Antonio, Texas 78209 • 210-826-9700 • Fax 210-826-9084 • arnettmk@swbell.net

AGENDA ITEM REPORT

11.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-298 authorizing the City Manager to execute an Interlocal Agreement for the Allocation of Sales Tax Revenue between Williamson County Emergency Services District NO. 3 and the City of Hutto, Texas (Legal)
Meeting:	Thursday, November 2, 2023
Department:	Legal /
Staff Contact:	James Earp

BACKGROUND INFORMATION:

The Emergency Services District No. 3 (ESD3) Board has met and approved an updated Inter-Local Agreement (ILA) for a Sales Tax Sharing Agreement between ESD3 and City of Hutto to reinstate the 60% (City) / 40% (ESD3) sales tax split for properties newly annexed into the City from the extra-territorial jurisdiction (ETJ) or ESD3 service areas. Staff has requested that the ESD3 Board also consider the addition of language to provide for continued sales tax sharing for any incentive agreements that are entered into during the time that the Sales Tax Sharing Agreement is active, even if those incentive agreements outlast the term of the Sales Tax Sharing Agreement.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This agreement formalizes the current sales tax split. No changes in revenues associated with this agreement.

ATTACHMENTS:

1. Hutto Res WCESD 3 ILA R-2023-298
2. Exhibit A - Hutto WCESD#3 ILA 2023.10.23 Final (1)

RESOLUTION NO. R-2023-298

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE ALLOCATION OF SALES TAX REVENUE BETWEEN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 AND THE CITY OF HUTTO, TEXAS; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to execute an Interlocal Agreement for the Allocation of Sales Tax Revenue between Williamson County Emergency Services District NO. 3 and the City of Hutto, Texas.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager authorizing the City Manager to execute an Interlocal Agreement for the Allocation of Sales Tax Revenue between Williamson County Emergency Services District NO. 3 and the City of Hutto, Texas attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

INTERLOCAL AGREEMENT
FOR THE ALLOCATION OF SALES TAX REVENUE BETWEEN
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
AND THE CITY OF HUTTO, TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS AGREEMENT, (the "Agreement"), is made and entered into as of the _____day of 2023 (the "Effective Date"), by and between THE CITY OF HUTTO, TEXAS ("City"), a body politic and corporate and municipal corporation of the State of Texas, and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3 ("WCESD 3" or "District") a political subdivision of the State of Texas, to be effective only as set forth herein. The City and WCESD 3 are collectively referred to as the Parties.

WHEREAS, the City has been created, established, organized and exists as a Home Rule municipal corporation under the laws of the State of Texas: and

WHEREAS, WCESD 3 exists and operates under the authority of Article III, Section 48 of the Texas Constitution and Chapter 775, Texas Health & Safety Code; and

WHEREAS, the City has, among its powers, the powers of annexation and imposition of a local sales and use tax within its jurisdiction, subject to all applicable provisions of the Texas Tax Code and other applicable laws: and

WHEREAS, WCESD 3 has, among its powers, the powers of annexation and imposition of a local sales and use tax within its jurisdiction, subject to all applicable provisions of the Texas Tax Code, Chapter 775, Texas Health and Safety Code, and other applicable laws: and

WHEREAS, the City has the power, pursuant to law and its Municipal Charter, to undertake improvement projects separately or jointly with other persons or entities, to pay all or part of the costs of capital improvement projects, including capital improvement projects that improve, enhance, or support, among other matters, road construction, building development, water supply, enforcement of building and fire regulations, and the availability of public safety and security, or law enforcement in the City; and

WHEREAS, WCESD 3 has the power, pursuant to law, to enter into and perform necessary contracts, impose and collect taxes as provided by Chapter 775, Texas Health & Safety Code, contract with other entities, including other districts or municipalities for reciprocal operation of services and facilities if the contracting parties find that reciprocal operation would be mutually beneficial and not detrimental to WCESD 3, and perform other acts to carry out the intent of Chapter 775, Texas Health & safety code; and

WHEREAS, the City and WCESD 3 have overlapping boundaries and jurisdictions and the City is located wholly within the boundary of WCESD 3; and

WHERAS, the City currently imposes a two percent local sales and use tax within its city limits; and

WHEREAS, WCESD 3 currently imposes the maximum two percent local sales and use tax within its jurisdiction that does not include the City limits; and

WHEREAS, pursuant to Chapter 321 of the Texas Tax Code (Sec. 321.102), if the City annexes for full purposes territory contained within WCESD 3 the local sales and use tax imposed by WCESD 3 remains allocated to WCESD 3 and is not allocated by the Texas Comptroller to the City; and

WHEREAS, the City intends to annex and has annexed for full purposes territory outside its current jurisdictional boundaries and within WCESD 3 and the local sales and use tax within such annexed areas would be at the two percent maximum rate for local sales and use tax and would be allocated by the Texas Comptroller to WCESD 3 thereby prohibiting the City from collecting additional sales and use tax in the annexed area and potentially impairing or precluding the future development of the property within the City and WCESD 3 through tax abatements, tax increment reinvestment zones. or other development agreements in those areas: and

WHEREAS, the Parties hereby find and determine that securing additional sales tax revenue upon full purpose annexation of areas for the City will enhance the City's ability to provide services and foster development to such areas and assist with construction of capital improvement projects and to provide funding for street repair and maintenance, water supply, health and safety inspections and enforcement of municipal building and fire codes; and

WHEREAS, the Parties find that the future capital improvement projects, economic development and regulatory enforcement within the such areas will benefit WCESD 3 by (a) providing additional revenue and (b) enhancing WCESD 3's ability to deliver emergency services because of the municipal services to be provided by the City, including but not limited to additional revenue (both ad valorem and sales tax revenues), resulting from the creation of economic development, construction of road improvements and other capital improvement projects (including water supply), and funding police protection, enforcement of municipal building and fire codes, and the provision other services and projects by the City; and

WHEREAS, the Parties find that due to the provisions of the Texas Tax Code (Sec. 321.102), the City will not have authority to impose its full sales and use tax or to receive any sales and use tax revenue from any areas contained within WCESD 3 that may be annexed for full purposes by the City; and

WHEREAS, the Texas Health & Safety Code (Sec. 775.0754) authorizes the City and WCESD 3 to enter into an agreement regarding the allocation between the municipality and the district of revenue from the sales and use tax imposed in the annexed area; and

WHEREAS, the Parties find that it is in the best interests of and for the benefit of the City and WCESD 3 that the City and WCESD 3 enter into this Agreement to allocate to City, as provided in this Agreement, sixty percent (60%) of the District's local sales and use tax revenues collected within areas annexed for full purposes by the City on and after the Effective Date; and

WHEREAS, the Parties find that the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Interlocal Act"), provides authorization for any local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Interlocal Act and funding thereunder; and

WHEREAS, the City and WCESD 3 jointly find that each are local governments and taxing units as provided under the Interlocal Act and other applicable law, and the agreements and provisions herein relate to the respective government functions of each; and

WHEREAS, the City and WCESD 3 jointly find and determine that the allocation of the local sales and use tax contemplated under this Agreement is an expenditure for WCESD 3's support and the purposes authorized by Chapter 775 of the Texas Health & Safety Code by virtue of the City's provision of services; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the City and WCESD 3 agree as follows:

SECTION 1. The foregoing recitals are hereby found to be true and correct and adopted by the Parties, and made a part hereof for all purposes.

SECTION 2. Upon the City annexing any undeveloped land located within WCESD 3 (the "Annexed Property"), after the Effective Date of this Agreement and for areas annexed within land located within WCESD 3 on or after the Effective Date, WCESD 3 agrees to allocate to the City on a monthly basis 60 percent (60%) of WCESD 3's local sales and use tax revenue actually received in hand by the Texas Comptroller for Annexed Properties, excluding any fees, deductions or re-allocations imposed by the Texas Comptroller, attributable to the sixty percent (60%) and derived from Annexed Property only ("City Allocation"). WCESD shall retain the remaining 40 percent (40%) for it sole use ("District Allocation"). For purposes of this section, undeveloped land means parcels of land without any improvements and that have not been subdivided into lots less than 5 acres in size.

SECTION 3. Payment of the City Allocation:

(a) It is the understanding of the Parties that the State Comptroller shall, upon being provided with a copy of this Agreement and notification of an annexation by the City, allocate the sales and use tax receipts for the Annexed Property occurring on or after the Effective Date in accordance with Section 2 above. So long as the State Comptroller continues to allocate the sales and use tax for the Annexed Property, the District and City will receive their respective sales and

use tax allocations derived from the Annexed Property pursuant to the schedule set by the State Comptroller.

(b) If the State Comptroller fails to make, or discontinues making, the allocation of the District's and City's sales and use taxes as provided in Section 2, the distribution by the District of the City Allocation shall be controlled by this subsection (b). In such event, the City Allocation shall be paid monthly by the District to the City as soon as possible, but in no event later than 30 days after actual receipt of the funds by the District from the Texas Comptroller; and the City agrees the City shall pay to the District any and all costs of the determination, accounting, allocation, collection, payment and receipt of said sales and use tax increase and amounts to be paid to City as the City Allocation and such amounts shall be deducted from any payments made by the District to the City under this subsection (b). The District may request, and the City shall grant, an extension for any payments due hereunder by fifteen (15) days from the dates set forth above if necessary to allow the District to make a proper accounting of the amounts due. The payments by the District may be made via a wire or ACH transfer of funds or by a bank draft or check drawn on the District's account. The obligation of the District to make any payments under this subsection shall accrue 30 days after the date of written notice to the District from the City as set forth in Section 4, below, of any full purpose annexation and inclusion of the Annexed Property in the City limits.

SECTION 4. The City shall notify WCESD 3 in writing of the full purpose annexation of any Annexed Property. It is agreed and understood that WCESD 3 has no duty or obligation to pay to the City any funds under this Agreement until such time as this written notice of annexation by the City has been received by the District.

SECTION 5. The initial term of this Agreement shall be for ten years from the Effective Date, thereof and, except as specifically provided herein, neither of the Parties will have any further obligation or liability to the other party upon the expiration of the then current term. Provided however that, unless otherwise terminated by either party hereto, this Agreement shall automatically renew for an additional five-year term. Either party may terminate this Agreement by providing written notice of termination of this Agreement to the other party at least one year prior to the date of termination of this Agreement.

SECTION 6. This Agreement is intended for the benefit of the named Parties only, and is not intended to benefit any other person, either directly or indirectly, including members of the public. Nothing in the Agreement shall be construed to create a partnership or other type of joint enterprise, the sole intent being to create a contractual relationship between the Parties. By entering into this Agreement, WCESD 3 and the City agree that each party paying for the performance of governmental functions or services hereunder must make the payments called for herein from current revenues available to the paying party.

SECTION 6. Nothing in this Agreement is intended to expand any liability that any Party to this Agreement may have to any other person other than a named Party to this Agreement.

SECTION 7. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

SECTION 8. Any suit brought to enforce, interpret, or receive damages under any provision of this Agreement shall be brought in state court in Williamson County, Texas.

SECTION 9. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein. Neither this Agreement nor any term or provision of this Agreement, may be changed, waived, discharged, amended, or modified orally, or in any other manner than by an instrument in writing, duly authorized and signed by all the Parties.

SECTION 10. This Agreement is not assignable by any Party without the prior written consent of the other Party.

SECTION 11. Each party hereto is a governmental entity and is entitled to certain levels of immunity under the laws to which they are subject. The parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees; provided, however, that neither party waives any defenses or limits of liability otherwise available under the any applicable governmental immunity laws, and both parties maintain all privileges, immunities and other rights granted by such laws.

SECTION 12. By entering into this Agreement, neither Party waives any of the rights, immunities, or defenses provided by the Texas Government Code, the Texas Local Government Code, other applicable provisions of law, or the common law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

SECTION 13. All notices hereunder shall be sent certified mail, return receipt requested to the addresses set forth below. Notices are deemed given and completed upon deposit in the United States Mail. Either Party may change its address by providing 10 days written notice of such change to the other Party in the manner provided for above. A Party hereto may change the addresses set forth below for notices upon written notice as provided for herein.

TO CITY City of Hutto
Attn: City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With Copy to: Alan Bojorquez
The Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

TO DISTRICT Williamson County Emergency Services District No. 3
Attn: Fire Chief
210 US HWY 79, Suite 103
Hutto, Texas 78634

With Copy to: The Carlton Law Firm
John Carlton
4301 Westbank Drive, Suite B-130
Austin, Texas 78746

SECTION 14. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

SECTION 15. The Parties agree that they have drafted this Agreement jointly and that construction of the terms of this Agreement shall not be interpreted to favor any Party on the basis of authorship.

SECTION 16. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Upon execution of this Agreement, a Party may effect delivery by electronic transmission**,** including a scanned copy of the executed Agreement delivered by email, and such copy so delivered shall be binding on all Parties.

SECTION 17. Nothing in this Agreement amends or is intended to amend the terms of that certain "Interlocal Agreement for the Allocation of Sales Tax Revenue from Titan Development for the Development of Infrastructure by the City of Hutto, Texas and Williamson County Emergency Services District No. 3," effective April 20, 2017.

IN WITNESS WHEREOF, this Agreement is hereby executed to be effective as of the date set forth above.

[*Signature Pages to Follow*]

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By:_____
Bill Brown, President

ATTEST:

By:_____
Dan Hejl, Board Secretary

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

AGENDA ITEM REPORT

12.1.

To:	City Council
Subject:	Consideration and possible action on approval of Resolution No. R-2023-294 amending the City Council Protocol Policy adopted on May 19, 2022 (City Council)
Meeting:	Thursday, November 2, 2023
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact.

ATTACHMENTS:

1. Hutto Res Approving CC Protocol revision
2. Hutto CC Protocols Approved 5.19.22 Revised 10.30.23

RESOLUTION NO. R-2023-294

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AMENDMENTS TO THE CITY COUNCIL PROTOCOL POLICY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City of Hutto adopted a City Council Protocol policy on May 19, 2022; and

WHEREAS, the City Council finds certain amendments to the City Council Protocol Policy are necessary to meet changing conditions and are in the best interest of the City.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: The Hutto City Council hereby approves amendments to the City Council Protocol Policy, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

City Council Protocol Policy
Adopted May 19, 2022

1 Overview of Roles and Responsibilities

a) Role of the Mayor

The Mayor shall:

1) Act as the official head of the City for all ceremonial purposes.
2) Chair Council meetings and Work Sessions of the City Council.
3) Vote on propositions that come before the City Council but shall have no power to veto.
4) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
5) Recognize comments from citizens at public meetings.
6) Call for special meetings.
7) Select a substitute for City representation when Mayor cannot attend.
8) Make judgment calls on proclamations, special presentations, etc.
9) Recommend subcommittees as appropriate for Council approval.
10) Lead the Council into an effective, cohesive working team.
11) Work with City Manager or designee to prepare the Council agenda.

~~12) Appoint Council Subcommittees.~~

~~13)~~12) Perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

b) Role of Mayor Pro-Tem

The Mayor Pro-Tem shall be elected by the City Council at the first regular City Council meeting following each regular City election or as allowed by Hutto City Charter~~.~~ If the Mayor Pro-Tem position becomes vacant or the Mayor Pro-Tem is removed by forfeiture of office, the Mayor Pro-Tem shall be elected at the next regular City Council meeting.to fill the remainder of the term of the Mayor Pro-Tem

The Mayor Pro-Tem shall:

1) Act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

c) Role of a Council Member

All members of the City Council, including those serving as Mayor and Mayor Pro-Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members shall:

1) Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.

2) Prepare in advance of Council meetings and be familiar with issues on the agenda. Stay focused and act efficiently during public meetings.
3) Represent the City at ceremonial functions at the request of the Mayor.
4) Be respectful of other people's time. Serve as a model of leadership and civility to the community.
5) Inspire public confidence in Hutto government.
6) Provide contact information to the City Manager or designee in case an emergency or urgent situation arises while a Council member is out of town.
7) Demonstrate honesty and integrity in every action and statement.
8) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Protocol Policy.

d) Meeting Chair's Responsibilities

The Mayor will chair official meetings of the City Council, unless the Mayor Pro Tem or another Council member is designated as Chair of a specific meeting. This individual maintains order, decorum, and the fair and equitable treatment of all speakers and keeps discussion and questions focused on the specific agenda item under consideration.

e) Parliamentary Authority

Robert's Rules of Procedure, 12th Edition, 2021, shall be the parliamentary authority for City Council meetings, until the 13th or other successive edition is designated by the City Council.

1) Rules and procedures may be adopted that conflict with Robert's Rules and shall take precedence.
2) When rules and procedures are silent on an issue, Robert's Rules prevail.
3) When Robert's Rules conflict with statutes, the Charter, ordinances, resolutions, or motions of the City Council, the latter shall prevail.

~~The 12th edition of Robert's Rules shall be the parliamentary authority until the 13th or other successive edition is designated by the City Council.~~

f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for making appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

1) The City Secretary shall collect applications.

2) After receipt of application, the City Secretary will verify that each applicant

meets the qualifications for serving on the desired board or commission.

3) The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available in a drop box for review by the entire Council).
4) The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning January 1st of each year, and the chair of the board or commission whose vacancy is being considered. Council Members with odd-numbered seats (1, 3, 5) will begin service in odd-numbered years, and Members with even-numbered seats (2, 4, 6) will begin service in even-numbered years. The Mayor does not serve on the Nominating Committee.
5) The Chair of each Board, Commission, Committee, EDC, LGC, TIRZ or Task Force, if applicable, will also participate in the Nominating Committee when considering appointments to their specific Board, Commission, Committee, EDC, LGC, TIRZ or Task Force.
6) The Nominating Committee will review applications, interview applicants, and present recommendations to the full City Council at the next Council meeting held after the meeting. The nominating committee shall notify the City Secretary of the names for nominates ahead of the meeting where they will be presented for vote of the entire Council. The City Secretary shall notify the other Council Members of the impending nominations before the meeting.
7) All Board, Commission, Committee, EDC, LGC, TIRZ or Task Force appointments must be confirmed by a vote of the City Council.
8) No person can be appointed to a City-created Board, Commission, Committee, EDC, LGC, TIRZ or Task Force unless that person has filled out and submitted an appropriate application to the City Secretary before the meeting at which they are appointed by the City Council. A~~n~~ newapplication does not need to be submitted for a person being re-appointed to a position.
9) Appointments to the Economic Development Corporation, Local Government Corporations and TIRZ Boards will follow the process as outlined in the Bylaws governing those organizations.
10) It is preferred, but not required, that appointees serve on only one Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force at a given time.
11) For Boards or Commissions having alternate members, upon the removal or resignation of a regular member, the alternate with the longest tenure shall be given first preference when filling the vacancy.
12) Reappointments of existing members only require written notice by the member to the nominating committee indicating they are interested and willing to continue serving in their current appointment. The nominating committee will not require a new application but may choose to interview the member prior to presenting the name to the City Council for reappointment.
13) The City Secretary's office shall be responsible for orienting and swearing-in (if applicable) newly appointed members to Boards, Commissions, etc. This orientation shall include official notice of appointment, listing responsibilities, notifying the appointee of the days, times, frequency, and locations of meetings, and notifying the Chair of the appointment. This

orientation shall be done as soon as practicable after the appointment is made.

g) Process for Removal from City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for removing members from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to remove members from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

1) Absences: Any City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force member whose attendance falls below 75% within a rolling 12-month period or missing four consecutive meetings shall be considered for removal. The Chair shall provide written notice to the City Secretary of the dates and reasons, if known, of the member's absences. The City Secretary shall work with the City Manager or designee to add an item to the next regular City Council meeting for discussion and possible action on the removal of the member. The City Secretary shall also notify the member of their non-compliance of the attendance requirement to allow them an opportunity to respond.
2) Other Removals: A Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member serves at the pleasure of the City Council and may be removed in either of the following manners:
    a) Upon the recommendation of any member of the City Council and the affirmative vote of four (4) or more members of the City Council. .
    b) The Board, Commission, EDC, LGC, TIRZ or Task Force may, by majority vote, submit to the City Council a recommendation for one of their own members to be removed. The Chair shall forward this recommendation to the City Secretary, who shall work with the City Manager or designee to add an item to the next regular City Council meeting for discussion and possible action on the recommendation for removal. The City Council may remove the member by the affirmative vote of four (4) or more members of the City Council.
3) Vacancies shall be filled in accordance with the appointment procedures for new members.
4) These removal procedures do not apply to any Board, Commission, Committee, EDC, LGC, TIRZ or Task Force established by state or federal law, city charter, or ordinance to the extent these procedures are in direct conflict with such other law.

h) Nomination and Voting Procedure for Positions not Subject to Nominating Committee Recommendations

For positions not subject to Nominating Committee recommendations, the City Council shall follow the procedure for nominations from the floor described below:

1) Nominations:
    a) The presiding officer will call for nominations from the City Council by stating, for example, "Nominations are now in order for the office of…"
    b) A member need not be recognized by the presiding officer to make a nomination, unless the member wishes to speak in the debate on it at the same time.
    c) No second is required.
    d) The presiding officer repeats each nomination until all nominations for the office have been made.
    e) Members of the City Council are not required to make a nomination, but no member may nominate more than one person.
    f) All nominations are completed before voting takes place.

2) Voting:
    a) Votes can be cast for any person who is eligible for election, even if that person has not been nominated.
    b) When called upon by the presiding officer, every member, in turn, will state the name of the person they are voting for.
    c) If no nominee receives at least four votes, the nominee with the lowest votes shall be dropped from consideration and voting will be repeated for the remaining nominees. This procedure will be followed until one nominee receives at least four votes.
    d) Once a nominee receives at least four votes, a motion may be accepted to appoint such nominee to the office or position.
    e) After the motion is seconded, discussion on the motion is entertained and then a formal vote to appoint the nominee is conducted.
    f) If the motion fails, the nomination process may be repeated until the office or position is filled.

i) <u>Charge from the Mayor and Council.</u>

1) The Mayor and Council shall adopt a "charge" for every appointed commission, board, or committee.
2) The charge shall be recommended by the appropriate City staff liaison designated by the City Manager or designee.
3) The charge by definition establishes the direction, boundaries, and intended accomplishments of a commission, board, or committee and includes appropriate elements, such as the following:
    a) General powers and duties
    b) Vision and/or mission statements
    c) Goals, responsibilities
    d) Officers, members
    e) Qualifications
    f) Ethics and standards of performance
    g) Training requirements

h) Timeline, schedule, reporting dates
i) Meeting requirements
j) Accountability to Mayor and Council
k) Accessibility and accountability to the public
l) Liaison with City staff

4) The charge shall be reviewed in required orientation and subsequent training.
5) The City Secretary shall develop a template for committee charges from the Mayor and Council.
~~5)~~6) This charge shall be reviewed annually by Council and staff and updated or modified as necessary.

2 Meetings

a) Agenda Development, Review, and Posting

The agenda of each City Council meeting is prepared as a joint effort between the Mayor, City Manager or designee~~, City Secretary,~~ and any other staff members designated by the City Manager~~department directors~~.

The Mayor may consult with the City Manager or designee regarding proposed agenda items to be included in the agenda of a regular or special meeting of the Council. The review may be waived by the Mayor or other presiding officer. If not waived, the review should be an update regarding the agenda, recommended actions, and other developments. The review shall focus on the agenda and related written materials and shall not constitute a briefing. The review shall not be subject to the posting requirements of the Texas Open Meetings Act, unless attended by a majority of ~~additional~~ Council Members.

Any two members of City Council may place items on the agenda by submitting them to the City Manager or designee or City Secretary ~~no later than~~ preferably noon on the Tuesday of the week prior to the Thursday Council Meeting but no later than the day of posting of the City Council meeting. ~~-~~The request should state the nature of the item, the desired action by City Council, and include any supporting material. Once finalized, the proposed agenda and packet are placed into the City Council ~~Dropbox account~~ on line file location on the Friday before the scheduled meeting date. Council members have until noon on the Monday before the scheduled meeting date to propose changes or corrections to the proposed agenda and packet. The agenda items placed by the members of the City Council are not subject to review by the Mayor, other Council Member, City Manager or designee, or other City staff member, nor is an agenda item subject to editing without the approval of the member of the Council who submitted it. The final agenda is posted on the city hall bulletin board and on the city's website in accordance with the Texas Open Meetings Act (the "TOMA"). A link to the packet shall be emailed to all Council Members.

b) Meeting Schedule

Regular meetings are held the first and third Thursdays of each month at 7:00 p.m., in the City Hall Council Chambers, 500 W. Live Oak Street, Hutto, Texas. Other meetings may arise on an as-needed basis, such as budget work sessions. A schedule of regular meetings is determined in December for the upcoming year. At times, scheduling conflicts will arise, and a regular meeting may be rescheduled to another day. Per Hutto City Charter, any special meeting may be called by the Mayor or three (3) Council Members.

c) Work Sessions

Work Sessions have several purposes:

1) to discuss pending items for the Council agenda;
2) to discuss items that staff needs to bring to Council's attention;
3) to receive progress reports on current projects and
4) to hear regular updates from members of appointed Boards, Commissions, or Task Forces.

Overall, the purpose of the work session is for Council and staff to meet and discuss various items in an informal manner where questions may be asked of each other and in- depth discussion can take place. No official action on City business is taken in work sessions except for motions to direct staff or to place an item on a future City Council agenda.

Work sessions are ~~not held regularly and the location and times vary.~~ typically held at 6 p.m. on the day of the Council Meeting but may be held at other days and tie as determined by the City Council. All work session agendas are posted in compliance with the TOMA and are always open to the public.

Work sessions are attended by all members of the City Council, the City Manager or designee, Assistant City Manager or designee, and City Secretary. Depending on the agenda items, the City Attorney, Department Directors, other staff members, consultants, board members, etc. ~~will~~ may be invited.

Commented [DP1]: Changed will to may

d) Emergency Meetings

Special rules allow for posting notice of emergency meetings and for supplementing a posted notice with emergency items. These rules affect the timing and content of the notice but not its physical location. Section 551.045, Texas Government Code, provides:

1) In an emergency or when there is an urgent public necessity, the notice of a meeting or the supplemental notice of a subject added as an item to the agenda for a meeting for which notice has been posted is sufficient if it is posted for at least one hour before the meeting is convened.
2) An emergency or urgent public necessity exists only if immediate action is required of a governmental body because of:

a) An imminent threat to public health and safety; or
b) A reasonably unforeseeable situation

3) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice.
4) A person who is designated or authorized to post notice of a meeting by a governmental body shall post the notice stating the governmental body's reason for the emergency or urgent public necessity.
5) The sudden relocation of a larger number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseen situation for a reasonable period immediately following the relocation. Notice of an emergency meeting or supplemental notice of an emergency item added to the agenda of a meeting to address a situation described by this subsection must be given to the members of the news media as provided by Section 551.047 not later than one hour before the meeting.

The public notice of an emergency meeting must be posted at least one hour before the meeting is scheduled to begin. A government body may decide to consider an emergency item during a previously scheduled meeting instead of calling a new emergency meeting. The governmental body must post notice of the subject added as an item to the agenda at least one hour before the meeting begins.

In addition to posting the public notice of an emergency meeting or supplementing a notice with an emergency item, the governmental body must give special notice of the emergency meeting or emergency item to the news media who have previously (1) filed a request with the governmental body, and (2) agreed to reimburse the governmental body for providing the special notice. The notice to members of the news media is to be given by telephone, facsimile transmission or electronic mail.

Because Section 551.045 provides for a one-hour notice only for emergency meetings or for adding emergency items to the agenda, a governmental body adding non-emergency items to its meeting agenda must satisfy the general notice period of Section 551.043 or Section 551.044, as applicable, regarding the subject of that item.

The public notice of an emergency meeting or emergency item must "clearly identify" the emergency or urgent public necessity for calling the meeting or for adding the item to the agenda of a previously scheduled meeting. The Act defines "emergency for purposes of emergency meetings and emergency items.

A governmental body's determination that an emergency exists is subject to judicial review. The existence of an emergency depends on the facts in a given case.

e) <u>Public Comments</u>

The City Council encourages and solicits public input on all matters both in and out

of City Council meetings. Members of the public wishing to make general announcements, or address a topic that is not included on the agenda, ~~or address specific agenda items~~ must do so under the "Public Comments" agenda item at the beginning of the meeting.

All persons in attendance are expected to display civility and decorum that is respectful to other persons, without the use of insulting, profane, threatening, or abusive language. Public comment will not be used for personal attacks.

At each regular meeting, the Council will set aside time at the beginning of a meeting to afford the public an opportunity to speak to the City Council regarding matters of concern or interest to the public regarding City affairs. ~~This time may be extended, or additional time may be permitted for public comment at other points during the meeting.~~ Members of the public wishing to address the City Council speak in person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the City Secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting. Written public comments received prior to the meeting will have the individual's name recorded in the official meeting minutes.

Public comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment r~~egarding non-agenda items.~~

Public comment about agenda items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding each agenda item~~s,~~ the speaker has signed up for when the agenda item is up for consideration. ~~regardless of the number of agenda items. Each member of the public who desires to address the City Council regarding an item on an agenda item shall have the option to address the council at the beginning of the meeting or during the City Council's consideration of the item.~~ Alternatively, the speaker may choose to give their comments on specific agenda items at the beginning of the meeting during Public Comment. Speakers may express their opinions or viewpoints on an issue but are not permitted to participate in the debate on an issue. The time limit for public comments about agenda items may be extended to answer questions from members of the City Council.

Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.

Members of the public who are present may designate their time to another speaker,

with a limit of two designations or a total time of nine (9) minutes per speaker.

Members of the public addressing the Council through a translator or needing additional time due to a disability shall be allowed six (6) minutes. The City Secretary is the designated timekeeper.

Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council chambers or may be removed as allowed by law

~~No placards, banners, or s~~Signs will be permitted in the City Council Chamber or in any other room in which the City Council is meeting as long as the sign does not disrupt the meeting by blocking either the video camera or other in person attendees' views. Signs may not be used to disrupt the meeting to ensure the meeting can proceed in a timely and orderly manner. Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted.

Commented [DP2]: Changed fashion to manner.

Once public comment has been received, the City Council may proceed to other business.

The audience and the viewers are reminded that the comments of the speakers reflect the speaker's positions or opinions.

~~Council members'~~City Council Members' responses to any comment made by a speaker during public comment are restricted by law. The Council and its members are prohibited from discussing or acting upon any matter that was not listed under the action item portion of the agenda and not included on the posted notice, other than to provide statements of fact or to request that an item be put on a future agenda for discussion and/or possible action. A lack of a response from Council members does not indicate agreement or approval of the comments.

However, the City Manager or designee, City Attorney, and City staff are not prohibited by law or City policy from responding as is deemed appropriate to comments made in the public comment portion of this meeting.

The Mayor or person chairing the City Council meeting may read this policy prior to the commencement of the Public Comments portion of the meeting.

f) City Council Comments

City Council Comments shall be limited to items of community interest as defined by the TOMA and requests to place subjects on the agenda for a future meeting. The City Council may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

g) Public Hearings

The staff member that is responsible for the public hearing will make a brief presentation on the item and the Mayor will open the hearing for public comment. Individuals may sign up to speak, by completing a public comment card and submitting to the City Secretary. Each speaker will have three minutes to speak. The Mayor will close the public hearing when public comment has concluded.

h) Video and Streaming of Meetings

City Council meetings are held at 500 West Live Oak ~~St.~~Street, Hutto, Texas 78634, except for some work sessions and those meetings or portions of meetings conducted in Executive Session, are web streamed live, made available on the local Community Access Channel and archived on the City's website. Videos and audio are archived on the City's website for up to five years for the sole purpose of being able to rebroadcast the meetings on the Community Access Channel and the web. Both forms of broadcasted meetings are for the ~~convenient~~ viewing by Hutto citizens and are not the permanent record of City Council proceedings.

i) Proclamations

The Mayor issues proclamations as a way to give special recognition by the City to an individual, event, issue, etc. All requests for proclamations must go through the City Secretary's Office and be approved by the Mayor. Proclamations may be presented at a City Council meeting (or other meetings as approved by the Mayor) or prepared and mailed to the requester. If ~~it~~ the proclamation is to be presented at a City Council meeting, there ~~must~~ should be a representative at the meeting to receive the document or arrangements made to provide the proclamation to the representative.

j) Executive Session

Where possible, documents to be discussed in Executive Session will be made available to City Council members before the meeting at which the Executive Session is held. Executive Sessions will be audio recorded as allowed by the TOMA.

k) Texas Open Meetings Act

Every meeting of the City Council and Boards, Commissions, Committee, EDC, LGC, or TIRZ must be conducted in accordance with Chapter 551 of the Government Code, commonly referred to as the TOMA City Task Forces are exempt from this requirement. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. The Act

contains criminal penalties for violations. To help educate government officials on the Act requirements, each elected or appointed member of a governing body must take at least one hour of training in the TOMA. The training must be completed no later than 90 days after the member takes the oath of office or assumes the responsibilities of the office.

The Attorney General's Office allows the requirement to be met in at least two ways:

1) A video is available to view online on the Attorney General's webpage concerning open government.
2) Certification of other entities such as the Texas Municipal League, to provide the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under the TOMA.

l) Format of Meetings

The City Council, City Boards, Commissions, Committee, EDC, LGC, TIRZ or Task Force will follow Robert's Rules of Order in conducting public meetings. The presiding officer will use the following guidelines when addressing each agenda item.

1) Announce the item. The presiding officer should clearly announce the item number and read the entire item as listed on the agenda.

2) Receive a Report. The staff or Council Member who was responsible for adding the item to the agenda should provide background information or a report so the governmental body has a clear understanding of the item.
3) Receive Citizen Input. If any citizens have signed up to speak on the item, they should be given an opportunity to speak. They may speak either before or after the staff report is given.
~~4) Allow Discussion. The presiding officer invites members of the Council, Board, Commission, Committee, EDC, LGC, or TIRZ to discuss the item or ask any questions of staff. Each Member will speak in turn until all members of the governing body have had a chance to speak, unless otherwise allowed for under Robert's Rules of Order. The presiding officer will rotate which member speaks first from item to item.~~
~~5)~~4) Make Motions. ~~Once all members have had an opportunity to speak~~, the presiding officer will accept any motions and allow for discussions on the motion, ~~following the same procedure as above~~. The presiding officer will repeat the motion (with any amendments) and ~~call for a vote~~ ask for discussion on the motion~~.~~ Each Council Member will be given an opportunity to speak and no member shall speak a second time unless all other Council Members have been given an opportunity to speak, unless otherwise allowed by Robert's Rules of Order. No Council Member shall speak more than twice on an agenda item, which rule may be suspended as circumstances require.

The time for each council member to speak on an item shall be limited to five minutes for each opportunity to speak.

6)5) Voting. Once discussion is complete, Tthe presiding officer shall call for a vote. The vote –will be recorded by the City Secretary and will be announced by the presiding officer.

7)6) The City Attorney (or another person designated by the City Council) shall serve as parliamentarian for City Council meetings and shall ensure Robert's Rules of Order are followed.

m) Use of Digital Media During the Meeting

The City Council is prohibited from using text messages, e-mail, social media posts or other means of electronic messaging during a public meeting except in should limit the use of digital media except in cases where they are being notified of something of a personal nature, or are being forwarded information by city staff regarding an item under consideration. The use of such messaging could constitute a violation of the TOMA.

n) Violations of Protocols

Any Council Member may be disciplined for violation of this Protocol Policy, or if a Council Member acts in a manner that, including but not limited to bullying, cyberbullying, harassment, and sexual harassment, causes embarrassment or disgrace to the City of Hutto.

For discipline to be considered, an item shall be placed on a City Council agenda by at least two members of the City Council for discussion in Executive Session unless the Council Member requests the item to be heard in Open Session.

Such action may only take place after an Executive Session is held to discussion of the offense., in either Executive or Open sSession, unless the member for whom discipline is being considered requests the discussion be held in Open Session. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire. If the offending member refuses to attend the Executive Session, but has not requested the item to be held in Open Session, the remaining members of the City Council may proceed in their absence., unless the Council Member requests the item to be heard in Open Session.

After discussion in eExecutive sSession (or Open Session as allowed above), the City Council may choose to discipline the offending member as follows, and if required by law, shall be made publicly in open session in accordance with the TOMA:

1) No Action. The City Council chooses to take no action.
2) Private Censure. The City Council may choose to leave their comments to

the offending member left in the confines of Executive Session.

3) Assignments. Temporary removal from Committee or Liaison assignments for a specified period of time by a supermajority vote.
4) Public Censure. The City Council may choose to publicly censure the offending member through a resolution passed by a supermajority vote and entered into the public record.

3 Financial Matters

a) Budget

The budget is the City's financial plan that presents the services to be provided to the community over the coming year and the funds necessary to perform these services. Hutto operates under a fiscal year that begins on October 1 and ends on September 30. In early spring, staff begins the process of estimating anticipated revenues, identifying and evaluating potential expenditures, and preparing a recommended budget. Special budget workshops will be scheduled with the Council throughout the summer, as needed, for the City Manager or designee to present the recommended budget on or before August 15 of each fiscal year. Public hearings are typically held on the budget in August, with the Council considering the budget at a September Council meeting. For more information, please reference the City of Hutto Fiscal and Budgetary Policy.

b) Training and Education

There are training opportunities for council members offered by various organizations such as the Texas Municipal League and the National League of Cities. During the budget process, City Council Members are asked to submit a training plan for the upcoming year. The City Manager's Office will assist any council member with registration, travel arrangements, and forms that are required by the Finance Department.

c) Travel and Reimbursement

City Council members shall follow the City's Travel and Reimbursement Policy that is outlined in the City of Hutto Employee Manual.

d) Council Campaign Disclosures

Generally, candidates and officeholders are required to file reports of contributions and expenditures by January 15 and July 15 of each year. The reports filed on these dates are known as semiannual reports. These reports must be filed even if there is no activity to report for the period covered. (https://www.ethics.state.tx.us/data/forms/coh/coh.pdf).

An "Appointment of a Campaign Treasurer by a Candidate Form" (Form CTA) must be filed with City Secretary before accepting contributions or making expenditures (https://www.ethics.state.tx.us/data/forms/coh/cta.pdf). It is recommended that this form be filed at the time the candidate's application is filed. A candidate that does not intend to accept more than $940 (or other amount designated by the Texas Ethics Commission) in political contributions or make more than $940 (or other amount designated by the Texas Ethics Commission) in political expenditures should sign page 2 of the form declaring "Modified Reporting" thereby eliminating the election reporting requirements, January 15 and July 15. More information regarding campaign financial disclosures can be found at www.ethics.state.tx.us/resources/cf/.

4 Ethics

a) Conflicts of Interest

1) No city official or appointee shall intentionally or knowingly disclose any confidential information gained by reason of said official's or appointee's position concerning the property, operations, policies or affairs of the city, or use such confidential information for the pecuniary gain of said official or appointee, or others.

2) No city official or appointee shall intentionally or knowingly use one's official position or city-owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official or appointee, or use city-owned vehicles, printing facilities, postage facilities or long-distance telephone service for personal reasons, for pecuniary gain or advantage, or in any political campaign.

3) Except as otherwise specifically authorized by ordinance, no city official or appointee shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.

4) No city official or appointee shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission or board of the city for economic benefit or pecuniary gain.

5) No city official or appointee shall vote on or participate in any decision-making process if the official or appointee has a direct financial interest in the outcome of the matter under consideration. No city official or appointee shall vote on or participate in any decision-making process on any matter concerning real property or a business entity if the city official or appointee has a substantial interest in the business entity or real property.

6) None of the foregoing shall be construed to prohibit any city official or appointee

from representing his interest in his owner-occupied homestead before the council, board, commission or any department except for the body of which the official or appointee is a member.

7) In any action or proceeding in the municipal court of the city which was instituted by a city official or appointee in the course of official duties, no city official shall knowingly represent anyone other than himself or a family member. If a Council member elects to have a trial in municipal court, the City Council, without the participation of the affected Council member, shall appoint a special judge to preside over the trial.

8) No city official or appointee shall act as a surety for any person or business entity that has any contract with the city, or on any bond required by the city for any city official or appointee.

b) Disclosure of Interest

1) If any city official or appointee has a substantial interest in any real property or a business entity involved in any decision pending before the body of which the city official or appointee is a member, the city official or appointee shall not vote or otherwise participate in the consideration of the matter.

2) In the case of a city official or appointee, the city official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the city official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.

c) Financial Disclosure

1) No later than April 30th of each year, each city official shall file a sworn financial disclosure statement with the City Secretary reflecting the financial situation of the city official as of December 31st of the previous year. Notwithstanding any other term or provision of these Council protocols, as used in this section:
   a) The term "family member" shall include only the city official and the spouse and the minor children of the city official.
   b) The term "substantial interest" shall include only the interests of the city official and the spouse and minor children of the city official.

2) A newly appointed city official shall file a sworn financial disclosure statement with the City Secretary within thirty (30) days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of the date of employment or appointment and for the previous twelve (12) months.

3) Each person required to file a financial disclosure statement shall do so on the PFS- LOCAL form designated by the Texas Ethics Commission, supplied by the City Secretary.

4) The City Secretary shall maintain all financial disclosure statements required to be filed herein as public records and retain them for the period required by the Texas State Library and Archives Commission retention schedule GR1050-33, after which statements shall be destroyed.

d) Gifts

No city official or appointee shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

1) Offered or given with the intent to influence the judgment or discretion of such official; or
2) Given in consideration of the favorable exercise of such official's judgment or discretion in the past.

5 Communications

a) Correspondence To/From Council

The City Secretary receives and processes the City Council's incoming mail. All mail to the mayor and council members is reviewed and placed in the mailboxes located in the Council Executive Conference Room. All invitations are scanned and sent to the council members via email for action and the City Secretary will take care of confirming the members' attendance at an event and, if necessary, schedule the event on their calendar and post a potential quorum notice, in accordance with the TOMA.

All mail to the Mayor is opened and reviewed as to priority for a response, copies needed for city staff and/or City Council, notation of upcoming events, etc. All important letters addressed to the Mayor are copied to the Mayor and an original is kept in the official files in the City Secretary's Office.

All needed responses to letters are coordinated between the Mayor, City Manager or designee, and City Secretary.

b) Media Relations

The media frequently contacts council members for information and quotes. ~~The Mayor is the designated representative of the Council to present and speak on the official city position~~. The Mayor may issue statements on behalf of the City only after having consulted with the City Communication Department and jointly developed a statement. Any

comment made by th Mayor that has not be reviewed by the City Communications Department shall not be considered a representation of official City position on the communication. If the media contacts an individual council member, the council member should be clear ~~about whether~~ that ~~their~~ any comments represent ~~the official City position or a~~ their own personal viewpoint and not that of the City~~.~~

Below are three things to remember when dealing with the press.

1) Never go "off the record"
2) Choose words carefully and cautiously
3) Remember the media lives by tight deadlines

All official city statements that will be sent out as a press release will go through the City Manager's Office for distribution. The Public Information Officer maintains up-to-date contact information for all local media outlets. In order to ensure that all media outlets are treated fairly, all news releases should be submitted to the Public Information Officer for review and distribution.

c) Social Media

Individuals are encouraged to positively promote the City and share information on their own social media websites, as allowed by law. However, ~~council members~~City Council Members along with the board, commission, Committee, EDC, LGC, TIRZ or Task Force members should exercise caution when commenting or responding to other posts. Only factual information should be provided to city-related topics as personal views may not reflect that of the entire Council, board or City. In addition, unless authorized by state law, you should carefully check to ensure that no other council members or board or commission members have responded on the same discussion thread to avoid a possible violation of the TOMA.

In general, responses should be referred to and handled by the City's Public Information Officer ("PIO"). In certain circumstances, the City Manager or designee, PIO, and/or Mayor may determine that it is appropriate for someone else to respond directly.

The Mayor and Council should treat each other with dignity and respect in all social media posts. Disagreements on policy are allowed but personal attacks are not allowed.

The Mayor and Council shall have a disclaimer on ~~their~~all social media platforms that are used in their capacity as elected officials -that their posted information does not represent the official position of the City or other Council Members. Social media platforms include, but are not limited to: Instagram, Facebook, Snapchat, TikTok, X, YouTube.

The Mayor and Council should utilize the online message board for comments relating to City business.

Commented [DP3]: Removed approval by a majority of Council.

Commented [DP4]: Reworded these sections

d) Public Information Act

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of council members, be open to the public for inspection.

"Public Records" are broadly defined under the act to include "the portion of all documents, writings, letters, memoranda, or other written materials which contain public information." "Public information" includes "all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business."

Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as working papers being used to draft ordinances or resolutions, certain personnel records, information that would, if released, give an advantage to bidders, documents protected because of attorney-client relationships, and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, its effect is to require that most of the written material used or produced by council members be made available upon request, to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City Secretary's Office will request an opinion from the Attorney General's Office, within the deadlines provided by the Texas Public Information Act.

If an Attorney General's opinion is requested, and the opinion subsequently holds that the information is public, and the City official has not released it, Section 552.324(b), Gov't Code, requires that a suit by a governmental body be brought no later than the 30th calendar day after the governmental body receives the decision it seeks to challenge. The City shall not appeal an Attorney General ruling without first receiving the consent of the City Council.

The City of Hutto has designated the City Manager or designee as the PIO in regard to the Public Information Act. Therefore, all requests made under the Public Information Act shall be directed to the City Manager or designee.

Requests by Councilmembers in their official capacity

An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be

released to City officials requesting the information in their official capacity in compliance with the following policy:

1) Requests for information from a city official must be submitted to the City Secretary and the City Manager or designee in writing.
2) The City Secretary shall promptly provide notice of the request to the remaining members of the Council.
3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the city official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next council agenda for consideration and direction.
4) Information provided in response to a request by a member of the Council will be made available to all members of the Council, unless they waive their right to receive the specific material.
5) Members of the Council will not be charged for information sought in their official capacity.
6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers, and personal financial information, will be redacted prior to release.
7) The City Secretary will mark all information provided in response to a request from a member of the Council as "Confidential – For Official Eyes Only."

For more information regarding the Public Information Act, please refer to the City of Hutto Public Information Policy – Ordinance No. 2020-022.

e) <u>Communication with City Staff</u>

The City Council or its members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager or designee solely through the City Manager or designee, and neither the City Council nor its members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

1) Information requests
   A) The Mayor and Council Members may request information from City staff, especially while following up to Council's directives and concerns expressed by constituents, so long as such inquiries are not attempts to "deal with" or to "give orders" to City staff and, therefore, are consistent with the Charter.
      1) These requests may relate to securing information or determining the status of work assigned in response to Council directives.
      2) Such requests shall not be considered "management directives," but, simply, legitimate information requests allowed by the Charter.
      3) City staff members shall inform the City Manager or designee of any such contacts.
      4) If the City Manager or designee or City staff members have questions

about the propriety of providing the information requested, they shall direct their concerns to the Mayor and Council for their decision, rather than decline to provide it.

2) Communication with City Staff
   A) The City Manager or designee shall assist the Mayor and Council Members in developing and implementing methods for facilitating communication and interaction with City staff members, especially department directors.
      1) This may include scheduling presentations by department directors and their staff to the Mayor and Council.
      2) Such presentations shall be duly posted and may be scheduled before regular Council business meetings.
      3) Department presentations may be combined with staff reports, constituent requests, and queries about the status of projects and responses to Council directives.
   B) The Mayor and Council Members may interact freely and communicate with City staff members at town hall meetings, budget hearings, workshops, and committee meetings.
   C) City staff members shall make every effort to facilitate cooperative efforts with the Mayor and Council Members to meet the needs of constituents.

6 General Policies and Documents

a) Technology and Equipment Use & Electronic Communications and Systems Access Use

City-issued Smart Phones

The City implemented the electronic distribution of agendas, reports, budget documents, etc. In order to access and use such documents, a City-issued electronic smartphone will be provided for each Council member. City-issued electronic smartphones are for official City business only; personal use is prohibited.

The City does not pay for any accessories for any of the smartphones, such as cases, styluses, screen covers, personal applications, etc.

When Council members complete their term of office, all City-issued equipment shall be returned to the City Manager or designee.

E-mail account

Each Council member is assigned an individual City e-mail address with the huttotx.gov domain. E-mails to the entire Council can be sent to citycouncil@huttotx.gov. The City's e-mail system shall be used for the communication and exchange of information related to City business. City e-mail may not be used for personal or political purposes.

Council members can access their e-mail from their computer, phone, iPad, etc. through a web-based client; IT staff will assist with the set-up.

There should be no expectation of privacy when using City e-mail.

Please note, Council members are subject to the City's Technology and Equipment Use Policy.

b) Political Activity

Council members have the right to endorse candidates for all Council seats or other elected offices. However, to mention endorsements during Council meetings or at other official city meetings may violate Texas election laws

c) City Charter

The City of Hutto Charter is a written document that establishes the basic governmental structure, form of government, corporate boundaries, and municipal powers. In this respect, it is similar to a state or national constitution. As such, amendments to the City charter require an election and approval of the citizens of Hutto. The copy of the charter can be retrieved at www.huttotx.gov or in the City Secretary's Office.

d) Code of Ordinances

The City Code of Ordinances is the compilation of local laws that have been adopted and codified by the City Council. The City Code covers a wide range of areas, including taxes, court, environmental regulations, alcoholic beverages, business regulations, etc. Amendments to the City Code must be adopted by the Council. A copy of the code of ordinances can be found at www.huttotx.gov or in the City Secretary's Office.

e) Council Liaison Duties

The City Council may choose to designate a City Council member or Mayor as a liaison between the Council and a Board, Commission or Task Force. Appointments are made by vote of the Council.

Council Liaison duties and expectations for the board, commission or task force to which they are assigned:

1) Liaisons should attend the meetings of the board, commission or task force whenever possible, but have no voting authority. Interactions should be limited to an advisory role.
2) Liaisons are encouraged to become subject matter experts in the area to which they are assigned, becoming a resource to the other members of

Council.

3) The Liaison may also meet with the chair as well as the staff members assigned to support the board, commission or task force. These meetings should focus on helping to coordinate the work, get items on City Council agendas, or otherwise be their advocate to the rest of Council.
4) Liaisons ~~should take the opportunity at the beginning of each City Council meeting to~~ may report to other Council Members on activities, updates or concerns of their assigned board, commission or task force that would be beneficial for the other members of Council to know about. These reports should be given during Council Comments at a City Council meeting or on the Council online message board.

AGENDA ITEM REPORT

12.2.

To:	City Council
Subject:	Consideration and possible action relating to a determination of whether Mayor Mike Snyder had a conflict of interest relating to Ordinance No. O-2023-033 approving a Specific Use Permit for a drive through facility located at 901 Ed Schmidt Boulevard, Hutto, Texas (Mayor Mike Snyder)
Meeting:	Thursday, November 2, 2023
Department:	Legal /
Staff Contact:	Dottie Palumbo

BACKGROUND INFORMATION:

Whether the Mayor had a conflict of interest relating to Ordinance No. O-2023-033 depends on an analysis of Chapter 171 of the Texas Local Government Code. Attached is Texas Attorney General Opinion DM-130 for Council to review.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact.

ATTACHMENTS:

1. Tex.Atty.Gen.Op DM-130

Office of the Attorney General
State of Texas

DAN MORALES
ATTORNEY GENERAL

June 17, 1992

Honorable George Pierce
Chairman
Urban Affairs Committee
Texas House of Representatives
P. O. Box 2910
Austin, Texas 78768-2910

Opinion No. DM-130

Re: Whether a home rule city council member is barred by state law from voting on zoning matters affecting territory which includes that member's residence (RQ-346)

Dear Representative Pierce:

You ask whether a home rule city council member is barred from voting on a zoning matter affecting territory in which the member owns a residence.

Section 171.004 of the Local Government Code provides in pertinent part:

> (a) If a local public official has a substantial interest in ... real property, the official shall file, before a vote or decision on any matter involving ... the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:
>
> ....
>
> (2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
>
> (b) The affidavit must be filed with the official record keeper of the governmental entity.

> (c) If a local public official is required to file and does file an affidavit under Subsection (a), the official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.

We think it is clear that the provisions of section 171.004 would, in certain circumstances, bar a city council member's voting on a zoning matter affecting territory in which the member's residence is located. A home rule city council member is clearly a "local public official" within the meaning of section 171.004. *See* Local Gov't Code § 171.001(1) (defining "local public official," for purposes of chapter 171, to include "a member of the governing body . . . of any . . . municipality"). A zoning matter affecting territory in which the member's residence was located would, we think, clearly "involve" such "real property," within the meaning of section 171.004. A council member's interest in his residence would be a "substantial interest" in "real property" within the meaning of section 171.004 if his real property interest in the residence amounted to "equitable or legal ownership with a fair market value of $2,500 or more." *Id.* § 171.002(b) (defining "substantial interest in real property" for purposes of the chapter).

In view of the provisions of subsection (a)(2) of section 171.004, even where a council member had a "substantial interest" in his residence, he would be required to abstain from voting in the case of a zoning matter affecting territory in which the residence was located only if it was "reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public." And, even in such a case, the abstention requirement would not apply if, under subsection (c), the member had filed the affidavit required by the section and a majority of the council also had similar interests in the matter and had filed the appropriate affidavits. Whether it would be "reasonably foreseeable," under subsection (a)(2), that an action on a voting matter will have a "special economic effect" on the value of the member's residence "distinguishable from its effect on the public," so as to trigger the affidavit and abstention requirements of the section, would, of course, depend on the facts of the particular case.

You also ask whether it is "permissible or proper" for a council member to abstain from voting on a zoning matter affecting territory in which his residence is located. We find nothing in state law which would restrict a council member's abstaining under such circumstances. Particularly given the penal provisions, in section 171.003, for "knowingly" violating section 171.004, it might, indeed, be advisable for a member to comply with the affidavit and abstention requirements of the latter section if he is in doubt as to whether his failure to do so will place him in violation of the section.

We caution, finally, that we limit our discussion here to state law. Notably subsection (a) of section 171.007 provides that the provisions of chapter 171, which we have discussed above with regard to your questions, "preempt[] the common law of conflict of interests as applied to local public officials." However, subsection (b) of that section provides that the chapter "is cumulative of municipal charter provisions and municipal ordinances defining and prohibiting conflicts of interest." Therefore, the charter provisions and ordinances of particular cities should be consulted in order to determine if they place additional restrictions, to those effected by state law, on council members' participation in the matters you ask.

SUMMARY

Under certain circumstances, the provisions of chapter 171 of the Local Government Code would require a home rule city council member to abstain from voting on a zoning matter affecting territory in which the member's residence is located.

Very truly yours,

Dan Morales

DAN MORALES
Attorney General of Texas

WILL PRYOR
First Assistant Attorney General

MARY KELLER
Deputy Assistant Attorney General

RENEA HICKS
Special Assistant Attorney General

MADELEINE B. JOHNSON
Chair, Opinion Committee

Prepared by William Walker
Assistant Attorney General

AGENDA ITEM REPORT

13.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-299 regarding use of Utility Fund Balance in the amount of $4,203,940 for the Megasite Water Lines Project (Anne LaMere)
Meeting:	Thursday, November 2, 2023
Department:	Finance /
Staff Contact:	Anne LaMere

BACKGROUND INFORMATION:

The proposed Megasite waterline improvement bid is requested to be awarded to Spiess Construction Company in another agenda item on this agenda in the amount of $9,767,050. Current bond funds are available in the amount of $5,563,100 and the balance of $4,203,940 is requested to be paid from Utility Fund Balance until bonds can be issued for all FY24 water / wastewater projects.

SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

The project will continue and Utility Fund Balance will be used for the last $4.2M of this award. If any funds are expended from the Utility Fund Balance it can be reimbursed from the bond proceeds once the 2023 Water / Wastewater bonds are issued.

ATTACHMENTS:

1. Hutto Res Amd Res R-2023-299 Resolution to Use Utility Fund Balance

RESOLUTION NO. R-2023-299

RESOLUTION AMENDING RESOLUTION NO R-2023-266 EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS BY ADDING 4,203,940 FROM THE UTILITY FUND FOR THE MEGASITE WATERLINE PROJECT

WHEREAS, the City Council of the City of Hutto, Texas (the "Issuer" or the "City") expects to pay expenditures in connection with the project described on Exhibit "A" attached to Resolution No. R-2023-266 and desires to amend Exhibit "A" attached to Resolution No. R-2023-266by adding 4,203,940 prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The City Council of the City of Hutto, Texas (the "Issuer" or the "City") expects to pay expenditures in connection with the project described on Exhibit "A" attached to Resolution No. R-2023-266 and hereby amend Exhibit "A" attached to Resolution No. R-2023-266by adding 4,203,940 prior to the issuance of obligations to finance the Project as shown on Exhibit "A" attached, hereto.

Section 3. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed $8,000,000 for the purpose of paying the costs of the Project.

Section 4. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 5. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 6: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

All costs related to constructing, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for the following projects:

Description	24 Budget	Council Agenda	Agenda Item	Contractor	Funded from Utility Fund Balance	Funded from Other Sources	Total Award	Remaining Budget
WW14-2024 SE Loop Forcemain Relocation	175,680							
W16-2024 Smart Ball testing, Pressure testing, and iron removal Shiloh to Frameswitch	1,000,000	10/12/2023	13.4	DCS Engineering	643,860		643,860	356,140
W18-2024 Downtown Elevated Tank Rehabilitation	1,300,000	9/28/2023	11.14	LJA Engineering	50,877		50,877	1,249,123
W02-2023 Frameswitch 3.0 MG GST #2	6,261,361							
W04-2023 Megasite Water Lines	12,745,797	11/2/2023	13.10	Spies Construction	4,203,940	5,563,100.00	9,767,040	2,978,757
W07-2023 New Elevated Storage Tank (EST)	3,216,500	9/28/2023	11.8	COBB Fendley & Associates	1,021,474		1,021,474	2,195,026
WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD	9,410,749							
WW06-2023 South WWTP Construction of 6 MGD Expansion	90,000,000							
WW07-2023 Megasite Wastewater Lines	8,715,853							
WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation	5,161,317							
WW10-2023 SE Loop Wastewater Interceptor	23,760,894							
Megasite East-West Spine Road W, WW & Detention Costs	3,710,000							
F01-2024 New Public Works Facility	725,000							
	166,183,151				5,920,151			

AGENDA ITEM REPORT

13.2.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2023-288 to award the Megasite Water Lines Project to the lowest responsive bidder, Spiess Construction Co, Inc., in the amount of $9,767,050 and authorizing the City Manager to execute the construction contract with Spiess Construction Co, Inc (CIP Projects W6A, W10A, and W16) (Matt Rector)
Meeting:	Thursday, November 2, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

The proposed Megasite waterline improvements consist of (3) three segments of waterline referenced as Project W6A, Project W10A and Project W16. All three water lines are proposed to be constructed as defined along the following roadways, identified in the City's Water Master Plan with the following projects identification numbers:

- W6a: CR 132 30-inch Waterline
- W10a: FM 3349 24-inch Waterline
- W16: Highway 79 36-inch, 42-inch, and 48-inch Waterline

Project W6A includes a 30- inch water line, an approximately 1,400 linear feet segment along CR 132. Project W10A includes a 24-inch water line, an approximately 2,950 linear feet segment along FM 3349 and Project W16 includes 36-inch, 42-inch and 48-inch diameter water lines, a total of an approximately 7,550 linear feet segment along Highway 79.

All three projects are proposed to accommodate an 801 Pressure Plane, as the W6a project serves as a new distribution line, the W10a project will serve as a water transmission main along FM 3349 to provide water distribution in the 801 pressure plane when connected to future waterline extensions within
the Megasite area. At the same time, project No. W16 improvements will also serve as a water transmission main along Highway 79 to provide more water distribution in the 801 pressure plane once connected to the 30-inch waterline (Project 2022-WL1) along Highway 79.

The City utilized the Competitive Sealed Proposal (CSP) method for selection of a general contractor, in accordance with Texas Local Government Code Chapter 2269, Subchapter D, Section 2269.151, which is a process requiring submission of written technical and price proposals from one or more offerors and a written evaluation of each proposal in accordance with evaluation criteria set forth in the solicitation. STV provided an engineer's base bid estimate at $11,161,450.00 and the Alternative 1 bid amount was $8,974,450.00, as the base bid consideration included ductile iron pipe material and

the alternative bid included use of PVC pipe material.

The contract documents were advertised in August and adhered to the following schedule.

First Advertisement Request for Bids: August 27, 2023
Second Advertisement Request for Bids: September 3, 2023
Pre-Bid Meeting: N/A
Deadline for questions: September 14, 2023
Bid Opening: September 29, 2023

Seven CSP bids were received, evaluated, scored, and ranked in relation to the published selection criteria. Criteria matrix and corresponding points noted below and as summarized in the attached Bid Evaluation of the selection committee:

A. Bid Price 50 Pts
B. Proposed Plan, Schedule, and Quality Control Program 30 Pts
C. Background, Experience, Qualifications, and Safety 20 Pts

Ranking of General Contractors

1. SPIESS Construction Company, INC. - $10,113,700.00 Base Bid (DIP) $10,489,430.00 Alternate Bid (PVC)
2. SJ Louis Construction of Texas LTD - $12,056,021.00 Base Bid (DIP) $11,875,130.00 Alternate Bid (PVC)
3. Cash Construction Company - $8,009,485.00 Base Bid (DIP) $8,875,130.00 Alternate Bid (PVC)
4. Liberty Civil Construction LLC - $8,222,026.67 Base Bid (DIP) $9,472,219.61 Alternate Bid (PVC)
5. Austin Engineering Company Inc. - $10,446,945.00 Base Bid (DIP) $11,046,525.00 Alternate Bid (PVC)
6. Patin Construction - $10,159,800.00 Base Bid (DIP) $11,141,700.00 Alternate Bid (PVC)
7. CC Carlton Industries LTD - $11,331,050.00 Base Bid (DIP) $12,142,250.00 Alternate Bid (PVC)

The City Staff has already obtained the necessary easements for construction to begin and concur with the engineer's recommendation to award the contract for construction of the Megasite Waterlines Project Phase I Spiess Construction Co, Inc., in the amount of their base bid of $9,767,050. Current bond funds are available in the amount of $5,563,100 and the balance of $4,203,940 will be paid from Utility Fund Balance until bonds can be issued for all FY24 water / wastewater projects.

SUMMARY OF REQUEST:

Approval of resolution as presented

AGENDA ITEM REPORT

13.2.

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

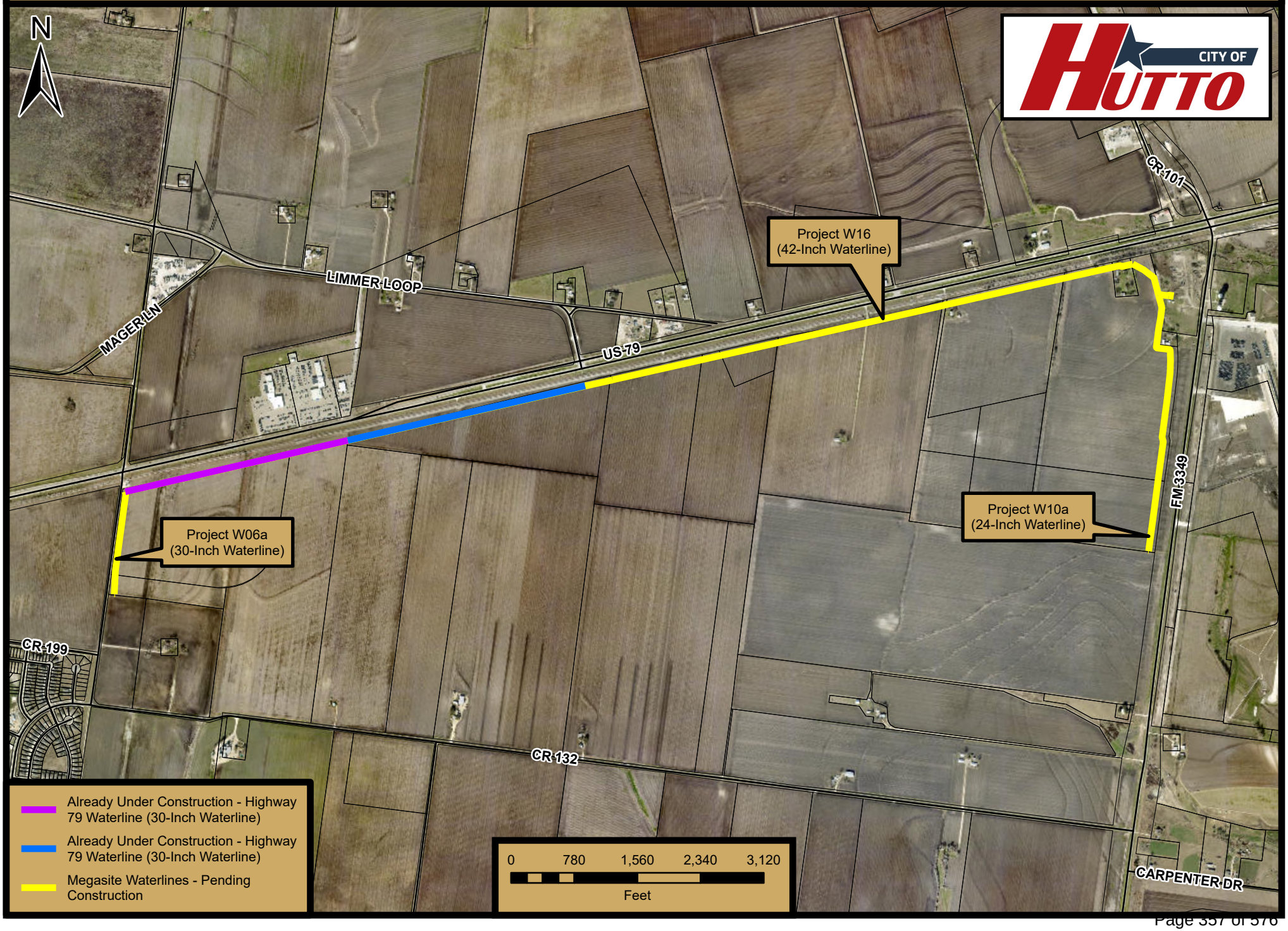
This project is being funded by the 2022 Certificates of Obligation (57-040-058-6672) $5,563,100 and a future bond issuance for the remainder of $4,203,940.

The total budget for this project was $23,576,291, covering fiscal years 2023 and 2024. Total encumbrances to date for this project are $804,390. If this contract is awarded, that will leave $13,809,241 remaining in the project budget with only materials testing left to be awarded.

ATTACHMENTS:

1. Megasite_Waterlines_Project
2. 202031102 Spiess Construction - Megasite Waterlines
3. Megasite Waterlines Project Ph 1 Recommendation Letter 20231020
4. Hutto Megasite Waterlines Ph 1 - Bid Evaluation_2023.10.04_Combined
5. Hutto Megasite Waterlines Ph 1 - SPIESS Construction Revised Bid_20231020

Megasite Waterlines Project



RESOLUTION NO. R-2023-288

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A CONSTRUCTION CONTRACT BETWEEN SPIESS CONSTRUCTION COMPANY INC. AND THE CITY OF HUTTO IN THE AMOUNT OF $9,767,050 FOR THE MEGASITE WATERLINE IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City") requested competitive sealed proposals for services related to the Megasite Waterline Improvements Project, and the proposal received from Spiess Construction Company Inc. was recommended by city consultants based on their findings that it was the most competitive proposal, materially balanced, and submitted by an applicant with experience in completing similar projects; and

WHEREAS, the City Council desires to enter into a contract with Spiess Construction Company, Inc., in the amount of $9,767,050 for services related to the Megasite Waterline Improvements Project, pursuant to the terms of the proposal; and

WHEREAS, the City Council desires to authorize the City Manager to finalize and execute a contract with Spiess Construction Company Inc., in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time indicated in the proposal and in accordance with other terms and conditions of the contract documents agreed to by Spiess Construction Company Inc., when it submitted its proposal; and

WHEREAS, the City Council authorizes the City Manager to execute any change orders to the contract that are less than $50,000.00.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

October 20, 2023

Mr. Matt Rector, Sr., P.E., CFM
City Engineer
City of Hutto
500 W Live Oak Street
Hutto, Texas 78634

RE: Megasite Waterlines Project Phase I

Dear Mr. Rector:

On Friday, September 29th, at 3:00 p.m., seven (7) bids were received and publicly opened at the City of Hutto, Texas, 500 W Live Oak St, Hutto TX 78634 for the Megasite Waterlines Phase I project. The table below summarizes the bids received for this project.

Bid Tabulation and Scoring Summary		
Contractor	**Base (DIP)**	**Alternate (PVC)**
SPIESS CONSTRUCTION COMPANY INC	$ 10,113,700.00	$ 10,489,430.00
SJ Louis Construction of Texas LTD	$ 12,056,021.00	$ 11,875,937.50
Cash Construction Company	$ 8,009,485.00	$ 8,875,130.00
Liberty Civil Construction LLC	$ 8,222,026.67	$ 9,472,219.61
Austin Engineering Company Inc.	$ 10,446,945.00	$ 11,046,525.00
Patin Construction	$ 10,159,800.00	$ 11,141,700.00
CC Carlton Industries LTD	$ 11,331,050.00	$ 12,142,250.00

Based on the information provided, Spiess Construction Co., Inc received the highest competitive seal proposal evaluation scoring (see the attached evaluation forms) and the below summary table.

Bid Tabulation and Scoring Summary		Matt Rector (City Engineer)	Patricia Davis (CIP Engineer)	Joshua Milks (STV)
Contractor	**Competitive Sealed Score (Base Bid) Average**	**Competitive Sealed Score (Base Bid)**	**Competitive Sealed Score (Base Bid)**	**Competitive Sealed Score (Base Bid)**
SPIESS CONSTRUCTION COMPANY INC	70.8	67.0	71.0	74.5
SJ Louis Construction of Texas LTD	67.2	66.3	66.7	68.5
Cash Construction Company	55.0	55.0	55.0	55.0
Liberty Civil Construction LLC	55.4	56.0	55.2	55.0
Austin Engineering Company Inc.	37.0	34.8	37.8	38.3
Patin Construction	40.6	41.6	40.4	39.9
CC Carlton Industries LTD	43.7	54.3	41.9	34.9

STV, Inc. therefore recommends that the City of Hutto award the contract for construction of the Megasite Waterlines Project Phase I Spiess Construction Co, Inc., in the amount of their base bid of $9,767,050.

Respectfully submitted,
STV, Inc.

Joshua Milks, P.E.

Attachment

cc: Ryan Owen, P.E.
Patricia Davis, P.E

City of Hutto Megasite Waterlines Project

Bid Opening

Date: September 29, 2023
Recorded by: Joshua Milks, P.E.

Bid Tabulation and Scoring Summary		
Contractor	**Base (DIP)**	**Alternate (PVC)**
SPIESS CONSTRUCTION COMPANY INC	$ 10,113,700.00	$ 10,489,430.00
SJ Louis Construction of Texas LTD	$ 12,056,021.00	$ 11,875,937.50
Cash Construction Company	$ 8,009,485.00	$ 8,875,130.00
Liberty Civil Construction LLC	$ 8,222,026.67	$ 9,472,219.61
Austin Engineering Company Inc.	$ 10,446,945.00	$ 11,046,525.00
Patin Construction	$ 10,159,800.00	$ 11,141,700.00
CC Carlton Industries LTD	$ 11,331,050.00	$ 12,142,250.00

Bidders Present		
Names	**Company**	**Phone**
Rose Rodriguez	SJ Louis Construction	210-340-9998
Toby Carson	CC Carlton	512-660-3211
Joshua Milks (Engineer)	STV	210-664-0769
Gabriel Kihiro (Owner)	City of Hutto	512-759-4048
Tim Patin	Patin Construction	512-269-1071
Brad Ellis	Ferguson	512-618-4558
Cristina Marinka	Cash Construction	512-771-0909
Roman Molina	Liberty Civil Construction	512-763-1161
Suzie Farnsworth	Benmark	512-944-7030
Eric MacIntosh	Ferguson Waterworks	512-745-6374
Travis Keller	Austin Engineering	512-327-1464
Adam Hamed	SCCI	361-877-1648
Jacqueline V.	WMC	461-662-2744
Patricia A Davis (Owner)	City of Hutto	512-759-4005

Bid Reading		**Alternate (Pipe Only**
Contractor	**Base (DIP)**	**for**
SPIESS CONSTRUCTION COMPANY INC	$10,113,700.00	
Liberty Civil Construction LLC	$8,068,966.95	
Patin Construction	$10,159,800.00	
Cash Construction Company	$8,009,485.00	
Austin Engineering Company Inc.	$10,294,945.00	
SJ Louis Construction of Texas LTD	$12,056,021.20	
CC Carlton Industries LTD	$11,331,050.00	

t Phase 1

	Matt Rector (City Engineer)	Patricia Davis (CIP Engineer)
Competitive Sealed Score (Base Bid) Average	Competitive Sealed Score (Base Bid)	Competitive Sealed Score (Base Bid)
70.8	67.0	71.0
67.2	66.3	66.7
55.0	55.0	55.0
55.4	56.0	55.2
37.0	34.8	37.8
40.6	41.6	40.4
43.7	54.3	41.9

Email
RoseR@SJLuois.com
estimating@cccarlton.com
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gabriel.kihiro@Huttotx.gov
estimating@patincon.com
brad.ellis@ferguson.com
Cristina.martinka@cashconstruction.com
estimating@libertycivil.com
suziefarnsworth@benmark.com
eric.macintosh@ferguson.com
tkeller@aecoi.net
ahamed@sccitanks.com
jvelasquez@wmc-i.com
patricia.davis@huttotx.gov

y / See Above Bid Tab and Scoring Summary r Total Cost of Alternative)
$7,372,830.00
$6,716,045.90
$7,908,200.00
$6,506,110.00
$6,891,690.00
$8,813,639.50
$12,054,250.00

Joshua Milks (STV)
Competitive Sealed Score (Base Bid)
74.5
68.5
55.0
55.0
38.3
39.9
34.9

Bid Tabulations

City of Hutto
Megasite Waterlines Project
Phase 1
Bid Form

Revised for Addendum #2 dated Septemb

ITEM NO.	DESCRIPTION
Base Bid	
Project W6a	
1	Right-of-Way Preparation, Complete in Place
2	Barricades, Signs, and Traffic Handling
3	Storm Water Pollution Prevention Plan and Implementation
4	Pipe, Ductile Iron (C150) 30-inch, Type (all depths), including Excavation
5	Restrained Plug, 30-inch
6	11.25° Horizontal Bend, 30-inch
7	22.5° Horizontal Bend, 30-inch
8	Tee, 30-inch × 30-inch
9	Resilient Wedge Gate Valve, 30-inch
10	3-inch Combination Air Valve Assembly with Manway
11	Fire Hydrant Assembly
12	Trench Safety
13	Seeding/ Hydromulch
14	Disposal of Heavily Chlorinated Flush Water
15	Connection to Existing 30" Waterline
16	Construction Staking
Project W16	
1	Right-of-Way Preparation, Complete in Place
2	Barricades, Signs, and Traffic Handling
3	Storm Water Pollution Prevention Plan and Implementation
4	Pipe, Ductile Iron (C150) 36-inch, Type (all depths), including Excavation
5	Pipe, Ductile Iron (C150) 42-inch, Type (all depths), including Excavation
6	Pipe, Ductile Iron (C150) 48-inch, Type (all depths), including Excavation
7	11.25° Horizontal Bend, 42-inch
8	22.5° Horizontal Bend, 48-inch
9	45° Horizontal Bend, 42-inch
10	90° Horizontal Bend, 36-inch
11	45° Vertical Bend, 48-inch
12	Reducer, 42-inch × 30-inch
13	Reducer, 48-inch × 24-inch
14	Reducer, 48-inch × 36-inch
15	Reducer, 48-inch × 42-inch
16	Tee, 48-inch × 48-inch
17	Tee, 48-inch × 36-inch
18	Tee, 42-inch × 30-inch
19	Restrained plug, 30-inch

20	Butterfly Valve, 36-inch
21	Butterfly Valve, 42-inch
22	Resilient Wedge Gate Valve, 24-inch
23	Resilient Wedge Gate Valve, 30-inch
24	3-inch Combination Air Valve Assembly with Manway
25	4-inch Combination Air Valve Assembly with Manway
26	Fire Hydrant Assembly
27	Trench Safety
28	Seeding/ Hydromulch
29	Disposal of Heavily Chlorinated Flush Water
30	Pipe, Ductile Iron (C150) 30-inch, Type (all depths), including Excavation ~~Connection to Existing 30" Waterline~~
31	Connection to Existing 36" Waterline
32	Construction Staking
Project W10a	
1	Right-of-Way Preparation, Complete in Place
2	Barricades, Signs, and Traffic Handling
3	Storm Water Pollution Prevention Plan and Implementation
4	Pipe, Ductile Iron (C150) 24-inch, Type (all depths), including Excavation
5	Restrained plug, 24-inch
6	11.25° Horizontal Bend, 24-inch
7	22.5° Horizontal Bend, 24-inch
8	45° Horizontal Bend, 24-inch
9	Tee, 24-inch × 24-inch
10	Resilient Wedge Gate Valve, 24-inch
11	2-inch Combination Air Valve Assembly with Manway
12	Fire Hydrant Assembly
13	Trench Safety
14	Seeding/ Hydromulch
15	Disposal of Heavily Chlorinated Flush Water
16	Connection to Project W16 Waterline
17	Construction Staking
Bid Alternatives	
Project W6a	
A-1	Pipe, PVC (DR-18) 30-inch, Type (all depths), including Excavation
Project W16	
A-1	Pipe, PVC (DR-18) 36-inch, Type (all depths), including Excavation
A-2	Pipe, PVC (DR-18) 42-inch, Type (all depths), including Excavation
A-3	Pipe, PVC (DR-25) 48-inch, Type (all depths), including Excavation
A-4	Pipe, PVC (DR-25) 30-inch, Type (all depths), including Excavation

Project W10a	
A-1	Pipe, PVC (DR-18) 24-inch, Type (all depths), including Excavation

ber 27, 2023

Spiess Co

UNITS	QNTY	UNIT COST	UNIT SUBTOTAL	UNIT COST
LS	1	$ 17,100.00	$ 17,100.00	$ 50,000.00
LS	1	$ 8,600.00	$ 8,600.00	$ 3,000.00
LS	1	$ 30,000.00	$ 30,000.00	$ 18,000.00
LF	1,400	$ 390.00	$ 546,000.00	$ 464.00
EA	2	$ 2,800.00	$ 5,600.00	$ 4,000.00
EA	1	$ 9,800.00	$ 9,800.00	$ 7,500.00
EA	1	$ 10,360.00	$ 10,360.00	$ 7,500.00
EA	1	$ 14,700.00	$ 14,700.00	$ 12,000.00
EA	3	$ 74,200.00	$ 222,600.00	$ 72,000.00
EA	1	$ 19,400.00	$ 19,400.00	$ 36,000.00
EA	3	$ 13,700.00	$ 41,100.00	$ 19,000.00
LF	1,400	$ 5.00	$ 7,000.00	$ 1.00
SY	7,500	$ 2.00	$ 15,000.00	$ 1.00
LS	1	$ 15,000.00	$ 15,000.00	$ 8,000.00
EA	1	$ 20,000.00	$ 20,000.00	$ 14,000.00
LF	1,400	$ 5.00	$ 7,000.00	$ 5.00
	Project W6a Base Bid Total		**$ 989,260.00**	
LS	1	$ 174,900.00	$ 174,900.00	$ 350,000.00
LS	1	$ 21,900.00	$ 21,900.00	$ 3,000.00
LS	1	$ 46,000.00	$ 46,000.00	$ 60,000.00
LF	120	$ 520.00	$ 62,400.00	$ 500.00
LF	7,500	$ 920.00	$ 6,900,000.00	$ 665.00
LF	150	$ 1,300.00	$ 195,000.00	$ 900.00
EA	1	$ 22,400.00	$ 22,400.00	$ 15,000.00
EA	1	$ 27,300.00	$ 27,300.00	$ 18,000.00
EA	3	$ 22,400.00	$ 67,200.00	$ 18,000.00
EA	1	$ 10,920.00	$ 10,920.00	$ 12,000.00
EA	2	$ 28,700.00	$ 57,400.00	$ 24,000.00
EA	1	$ 13,300.00	$ 13,300.00	$ 12,000.00
EA	1	$ 17,500.00	$ 17,500.00	$ 13,000.00
EA	1	$ 17,500.00	$ 17,500.00	$ 15,000.00
EA	1	$ 18,900.00	$ 18,900.00	$ 16,000.00
EA	1	$ 44,800.00	$ 44,800.00	$ 35,000.00
EA	1	$ 39,200.00	$ 39,200.00	$ 32,000.00
EA	1	$ 25,200.00	$ 25,200.00	$ 19,000.00
EA	1	$ 2,800.00	$ 2,800.00	$ 4,000.00

EA	2	$ 36,570.00	$ 73,140.00	$ 58,000.00
EA	5	$ 54,940.00	$ 274,700.00	$ 81,000.00
EA	1	$ 45,150.00	$ 45,150.00	$ 54,000.00
EA	1	$ 74,200.00	$ 74,200.00	$ 77,000.00
EA	2	$ 19,400.00	$ 38,800.00	$ 51,000.00
EA	3	$ 20,140.00	$ 60,420.00	$ 51,000.00
EA	10	$ 13,700.00	$ 137,000.00	$ 22,000.00
LF	8,000	$ 5.00	$ 40,000.00	$ 1.00
SY	43,200	$ 2.00	$ 86,400.00	$ 1.00
LS	1	$ 30,000.00	$ 30,000.00	$ 20,000.00
LF ~~EA~~	20 ~~1~~	$ 420.00	$ 8,400.00	$ 850.00
EA	3 ~~2~~	$ 25,000.00	$ 75,000.00	$ 21,000.00
LF	8,000	$ 5.00	$ 40,000.00	$ 5.00
Project W16 Base Bid Total			**$ 8,747,830.00**	
LS	1	$ 27,200.00	$ 27,200.00	$ 75,000.00
LS	1	$ 7,000.00	$ 7,000.00	$ 3,000.00
LS	1	$ 23,000.00	$ 23,000.00	$ 30,000.00
LF	3,500	$ 230.00	$ 805,000.00	$ 328.00
EA	2	$ 2,100.00	$ 4,200.00	$ 2,000.00
EA	4	$ 5,600.00	$ 22,400.00	$ 6,000.00
EA	3	$ 5,800.00	$ 17,400.00	$ 6,000.00
EA	4	$ 5,900.00	$ 23,600.00	$ 6,000.00
EA	3	$ 8,000.00	$ 24,000.00	$ 8,000.00
EA	5	$ 45,150.00	$ 225,750.00	$ 51,000.00
EA	3	$ 17,770.00	$ 53,310.00	$ 20,000.00
EA	5	$ 13,700.00	$ 68,500.00	$ 13,000.00
LF	3,500	$ 5.00	$ 17,500.00	$ 1.00
SY	26,500	$ 2.00	$ 53,000.00	$ 1.00
LS	1	$ 20,000.00	$ 20,000.00	$ 10,000.00
EA	1	$ 15,000.00	$ 15,000.00	$ 17,000.00
LF	3,500	$ 5.00	$ 17,500.00	$ 5.00
Project W10a Base Bid Total			**$ 1,424,360.00**	
Project Phase 1 Base Bid Total			**$ 11,161,450.00**	
LF	1400	$ 310.00	$ 434,000.00	$ 479.00
Project W6a Bid Alternative Subtotal			**$ 434,000.00**	
Project W6a Bid Alternative Total			**$ 877,260.00**	
LF	120	$ 430.00	$ 51,600.00	$ 514.00
LF	7500	$ 660.00	$ 4,950,000.00	$ 705.00
LF	150	$ 780.00	$ 117,000.00	$ 971.00
LF	20	$ 360.00	$ 7,200.00	$ 870.00
Project W16 Bid Alternative Subtotal			**$ 5,125,800.00**	
Project W16 Bid Alternative Total			**$ 6,707,830.00**	

LF	3500	$ 220.00	$ 770,000.00	$ 340.00
Project W10a Bid Alternative Subtotal			**$ 770,000.00**	
Project W10a Bid Alternative Total			**$ 1,389,360.00**	
Alternative Bid Subtotal (Pipe Only)			**$ 6,329,800.00**	
ct Phase 1 Alternative Bid Total			**$ 8,974,450.00**	

onstruction	SJ Louis		Cash Co
UNIT SUBTOTAL	UNIT COST	UNIT SUBTOTAL	UNIT COST
$ 50,000.00	$ 56,900.00	$ 56,900.00	$ 8,400.00
$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 800.00
$ 18,000.00	$ 17,950.00	$ 17,950.00	$ 44,800.00
$ 649,600.00	$ 593.40	$ 830,760.00	$ 336.00
$ 8,000.00	$ 8,309.00	$ 16,618.00	$ 4,025.00
$ 7,500.00	$ 8,309.00	$ 8,309.00	$ 6,820.00
$ 7,500.00	$ 8,267.00	$ 8,267.00	$ 6,750.00
$ 12,000.00	$ 13,409.00	$ 13,409.00	$ 11,500.00
$ 216,000.00	$ 90,568.00	$ 271,704.00	$ 70,610.00
$ 36,000.00	$ 17,760.00	$ 17,760.00	$ 28,775.00
$ 57,000.00	$ 15,478.00	$ 46,434.00	$ 17,350.00
$ 1,400.00	$ 0.01	$ 14.00	$ 0.50
$ 7,500.00	$ 1.75	$ 13,125.00	$ 0.50
$ 8,000.00	$ 17,500.00	$ 17,500.00	$ 4,770.00
$ 14,000.00	$ 26,500.00	$ 26,500.00	$ 5,625.00
$ 7,000.00	$ 1.00	$ 1,400.00	$ 1.70
$ 1,102,500.00		**$ 1,356,650.00**	
$ 350,000.00	$ 318,680.00	$ 318,680.00	$ 38,325.00
$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 1,000.00
$ 60,000.00	$ 121,000.00	$ 121,000.00	$ 47,800.00
$ 60,000.00	$ 789.40	$ 94,728.00	$ 500.00
$ 4,987,500.00	$ 816.87	$ 6,126,525.00	$ 557.25
$ 135,000.00	$ 1,187.40	$ 178,110.00	$ 940.00
$ 15,000.00	$ 13,126.00	$ 13,126.00	$ 13,300.00
$ 18,000.00	$ 16,215.00	$ 16,215.00	$ 17,300.00
$ 54,000.00	$ 14,416.00	$ 43,248.00	$ 14,950.00
$ 12,000.00	$ 11,722.00	$ 11,722.00	$ 11,400.00
$ 48,000.00	$ 17,646.00	$ 35,292.00	$ 19,150.00
$ 12,000.00	$ 11,540.00	$ 11,540.00	$ 10,550.00
$ 13,000.00	$ 23,015.00	$ 23,015.00	$ 12,700.00
$ 15,000.00	$ 14,603.00	$ 14,603.00	$ 14,525.00
$ 16,000.00	$ 16,043.00	$ 16,043.00	$ 16,400.00
$ 35,000.00	$ 28,690.00	$ 28,690.00	$ 32,850.00
$ 32,000.00	$ 26,214.00	$ 26,214.00	$ 29,600.00
$ 19,000.00	$ 18,563.00	$ 18,563.00	$ 19,700.00
$ 4,000.00	$ 9,423.00	$ 9,423.00	$ 4,200.00

$ 116,000.00	$ 56,438.00	$ 112,876.00	$ 50,125.00
$ 405,000.00	$ 77,630.00	$ 388,150.00	$ 76,050.00
$ 54,000.00	$ 33,823.00	$ 33,823.00	$ 46,275.00
$ 77,000.00	$ 86,014.00	$ 86,014.00	$ 70,800.00
$ 102,000.00	$ 25,111.00	$ 50,222.00	$ 46,260.00
$ 153,000.00	$ 28,032.00	$ 84,096.00	$ 46,850.00
$ 220,000.00	$ 22,774.00	$ 227,740.00	$ 22,300.00
$ 8,000.00	$ 0.01	$ 80.00	$ 0.50
$ 43,200.00	$ 1.75	$ 75,600.00	$ 0.50
$ 20,000.00	$ 22,500.00	$ 22,500.00	$ 10,750.00
$ 17,000.00	$ 435.00	$ 8,700.00	$ 372.00
$ 63,000.00	$ 47,505.00	$ 142,515.00	$ 10,900.00
$ 40,000.00	$ 1.00	$ 8,000.00	$ 1.70
$ 7,206,700.00		**$ 8,362,053.00**	
$ 75,000.00	$ 83,346.00	$ 83,346.00	$ 22,125.00
$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 850.00
$ 30,000.00	$ 40,000.00	$ 40,000.00	$ 38,800.00
$ 1,148,000.00	$ 501.40	$ 1,754,900.00	$ 223.50
$ 4,000.00	$ 5,188.00	$ 10,376.00	$ 2,000.00
$ 24,000.00	$ 6,279.00	$ 25,116.00	$ 3,450.00
$ 18,000.00	$ 6,357.00	$ 19,071.00	$ 3,550.00
$ 24,000.00	$ 6,459.00	$ 25,836.00	$ 3,650.00
$ 24,000.00	$ 10,412.00	$ 31,236.00	$ 5,560.00
$ 255,000.00	$ 30,795.00	$ 153,975.00	$ 43,350.00
$ 60,000.00	$ 11,629.00	$ 34,887.00	$ 17,500.00
$ 65,000.00	$ 10,933.00	$ 54,665.00	$ 10,900.00
$ 3,500.00	$ 0.01	$ 35.00	$ 0.50
$ 26,500.00	$ 1.75	$ 46,375.00	$ 0.50
$ 10,000.00	$ 17,500.00	$ 17,500.00	$ 10,720.00
$ 17,000.00	$ 26,500.00	$ 26,500.00	$ 6,000.00
$ 17,500.00	$ 1.00	$ 3,500.00	$ 1.70
$ 1,804,500.00		**$ 2,337,318.00**	
$ 10,113,700.00		**$ 12,056,021.00**	
$ 670,600.00	$ 652.40	$ 913,360.00	$ 395.00
$ 670,600.00		**$ 913,360.00**	
$ 1,123,500.00		**$ 1,439,250.00**	
$ 61,680.00	$ 736.75	$ 88,410.00	$ 588.00
$ 5,287,500.00	$ 754.33	$ 5,657,475.00	$ 640.00
$ 145,650.00	$ 920.01	$ 138,001.50	$ 1,215.00
$ 17,400.00	$ 679.40	$ 13,588.00	$ 390.00
$ 5,512,230.00		**$ 5,897,474.50**	
$ 7,519,430.00		**$ 7,851,464.50**	

$ 1,190,000.00	$ 572.23	$ 2,002,805.00	$ 255.00
$ 1,190,000.00		**$ 2,002,805.00**	
$ 1,846,500.00		**$ 2,585,223.00**	
$ 7,372,830.00		**$ 8,813,639.50**	
$ 10,489,430.00		**$ 11,875,937.50**	

nstruction	Liberty Civil Construction LLC		Austin Eng
UNIT SUBTOTAL	UNIT COST	UNIT SUBTOTAL	UNIT COST
$ 8,400.00	$ 856.18	$ 856.18	$ 384,000.00
$ 800.00	$ 8,002.13	$ 8,002.13	$ 4,000.00
$ 44,800.00	$ 58,933.84	$ 58,933.84	$ 15,000.00
$ 470,400.00	$ 325.64	$ 455,896.00	$ 365.00
$ 8,050.00	$ 5,716.08	$ 11,432.16	$ 5,900.00
$ 6,820.00	$ 9,993.20	$ 9,993.20	$ 8,300.00
$ 6,750.00	$ 9,945.38	$ 9,945.38	$ 8,500.00
$ 11,500.00	$ 17,733.26	$ 17,733.26	$ 13,000.00
$ 211,830.00	$ 66,468.58	$ 199,405.74	$ 74,000.00
$ 28,775.00	$ 26,573.36	$ 26,573.36	$ 40,000.00
$ 52,050.00	$ 22,427.35	$ 67,282.05	$ 18,000.00
$ 700.00	$ 0.54	$ 756.00	$ 1.25
$ 3,750.00	$ 1.27	$ 9,525.00	$ 2.00
$ 4,770.00	$ 2,465.54	$ 2,465.54	$ 6,600.00
$ 5,625.00	$ 6,967.94	$ 6,967.94	$ 7,200.00
$ 2,380.00	$ 1.12	$ 1,568.00	$ 1.40
$ 867,400.00		**$ 887,335.78**	
$ 38,325.00	$ 4,929.89	$ 4,929.89	$ 520,000.00
$ 1,000.00	$ 10,649.89	$ 10,649.89	$ 9,000.00
$ 47,800.00	$ 63,384.61	$ 63,384.61	$ 140,000.00
$ 60,000.00	$ 529.19	$ 63,502.80	$ 798.00
$ 4,179,375.00	$ 548.49	$ 4,113,675.00	$ 608.00
$ 141,000.00	$ 967.49	$ 145,123.50	$ 3,000.00
$ 13,300.00	$ 15,641.74	$ 15,641.74	$ 17,000.00
$ 17,300.00	$ 19,259.07	$ 19,259.07	$ 21,000.00
$ 44,850.00	$ 17,134.71	$ 51,404.13	$ 18,500.00
$ 11,400.00	$ 13,965.39	$ 13,965.39	$ 15,000.00
$ 38,300.00	$ 20,508.21	$ 41,016.42	$ 23,000.00
$ 10,550.00	$ 12,376.14	$ 12,376.14	$ 14,000.00
$ 12,700.00	$ 14,329.18	$ 14,329.18	$ 16,000.00
$ 14,525.00	$ 15,951.77	$ 15,951.77	$ 18,000.00
$ 16,400.00	$ 17,644.94	$ 17,644.94	$ 20,000.00
$ 32,850.00	$ 33,215.31	$ 33,215.31	$ 36,000.00
$ 29,600.00	$ 30,303.60	$ 30,303.60	$ 33,000.00
$ 19,700.00	$ 21,395.26	$ 21,395.26	$ 23,000.00
$ 4,200.00	$ 5,716.14	$ 5,716.14	$ 5,900.00

$ 100,250.00	$ 47,810.42	$ 95,620.84	$ 54,000.00
$ 380,250.00	$ 71,100.66	$ 355,503.30	$ 81,000.00
$ 46,275.00	$ 44,508.32	$ 44,508.32	$ 46,000.00
$ 70,800.00	$ 66,468.81	$ 66,468.81	$ 74,000.00
$ 92,520.00	$ 39,233.04	$ 78,466.08	$ 40,000.00
$ 140,550.00	$ 39,778.97	$ 119,336.91	$ 46,500.00
$ 223,000.00	$ 26,510.77	$ 265,107.70	$ 18,000.00
$ 4,000.00	$ 0.54	$ 4,320.00	$ 1.25
$ 21,600.00	$ 1.26	$ 54,432.00	$ 2.00
$ 10,750.00	$ 17,646.20	$ 17,646.20	$ 22,000.00
$ 7,440.00	$ 12,658.16	$ 12,658.16	$ 430.00
$ 32,700.00	$ 15,936.72	$ 47,810.16	$ 30,000.00
$ 13,600.00	$ 1.12	$ 8,960.00	$ 1.40
$ 5,876,910.00		**$ 5,864,323.26**	
$ 22,125.00	$ 3,024.72	$ 3,024.72	$ 400,000.00
$ 850.00	$ 9,237.74	$ 9,237.74	$ 5,000.00
$ 38,800.00	$ 46,560.43	$ 46,560.43	$ 43,000.00
$ 782,250.00	$ 244.83	$ 856,905.00	$ 237.00
$ 4,000.00	$ 3,974.66	$ 7,949.32	$ 2,300.00
$ 13,800.00	$ 7,021.60	$ 28,086.40	$ 3,700.00
$ 10,650.00	$ 7,111.88	$ 21,335.64	$ 4,000.00
$ 14,600.00	$ 7,230.27	$ 28,921.08	$ 3,900.00
$ 16,680.00	$ 12,464.18	$ 37,392.54	$ 5,900.00
$ 216,750.00	$ 42,133.83	$ 210,669.15	$ 44,000.00
$ 52,500.00	$ 16,969.24	$ 50,907.72	$ 20,000.00
$ 54,500.00	$ 14,068.13	$ 70,340.65	$ 18,500.00
$ 1,750.00	$ 0.54	$ 1,890.00	$ 1.25
$ 13,250.00	$ 1.26	$ 33,390.00	$ 2.00
$ 10,720.00	$ 48,518.24	$ 48,518.24	$ 2,000.00
$ 6,000.00	$ 11,319.00	$ 11,319.00	$ 8,000.00
$ 5,950.00	$ 1.12	$ 3,920.00	$ 1.40
$ 1,265,175.00		**$ 1,470,367.63**	
$ 8,009,485.00		**$ 8,222,026.67**	
$ 553,000.00	$ 377.31	$ 528,234.00	$ 384.00
$ 553,000.00		**$ 528,234.00**	
$ 950,000.00		**$ 959,673.78**	
$ 70,560.00	$ 553.77	$ 66,452.40	$ 818.00
$ 4,800,000.00	$ 696.43	$ 5,223,225.00	$ 651.00
$ 182,250.00	$ 1,068.08	$ 160,212.00	$ 4,100.00
$ 7,800.00	$ 390.00	$ 7,800.00	$ 384.00
$ 5,060,610.00		**$ 5,457,689.40**	
$ 6,549,705.00		**$ 6,987,053.20**	

$ 892,500.00	$ 260.58	$ 912,030.00	$ 261.00
$ 892,500.00		**$ 912,030.00**	
$ 1,375,425.00		**$ 1,525,492.63**	
$ 6,506,110.00		**$ 6,897,953.40**	
$ 8,875,130.00		**$ 9,472,219.61**	

gineering Co	Patin Construction Co		CC C
UNIT SUBTOTAL	UNIT COST	UNIT SUBTOTAL	UNIT COST
$ 384,000.00	$ 30,000.00	$ 30,000.00	$ 61,300.00
$ 4,000.00	$ 15,000.00	$ 15,000.00	$ 15,500.00
$ 15,000.00	$ 40,000.00	$ 40,000.00	$ 21,500.00
$ 511,000.00	$ 425.00	$ 595,000.00	$ 460.00
$ 11,800.00	$ 3,300.00	$ 6,600.00	$ 3,750.00
$ 8,300.00	$ 8,500.00	$ 8,500.00	$ 6,150.00
$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 3,950.00
$ 13,000.00	$ 15,000.00	$ 15,000.00	$ 6,700.00
$ 222,000.00	$ 95,000.00	$ 285,000.00	$ 73,500.00
$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 36,500.00
$ 54,000.00	$ 25,000.00	$ 75,000.00	$ 18,600.00
$ 1,750.00	$ 5.00	$ 7,000.00	$ 1.00
$ 15,000.00	$ 1.00	$ 7,500.00	$ 1.25
$ 6,600.00	$ 1,500.00	$ 1,500.00	$ 6,500.00
$ 7,200.00	$ 25,000.00	$ 25,000.00	$ 12,150.00
$ 1,960.00	$ 2.00	$ 2,800.00	$ 2.00
$ 1,304,110.00		**$ 1,162,400.00**	
$ 520,000.00	$ 50,000.00	$ 50,000.00	$ 171,500.00
$ 9,000.00	$ 15,000.00	$ 15,000.00	$ 31,600.00
$ 140,000.00	$ 60,000.00	$ 60,000.00	$ 97,500.00
$ 95,760.00	$ 665.00	$ 79,800.00	$ 835.00
$ 4,560,000.00	$ 685.00	$ 5,137,500.00	$ 801.00
$ 450,000.00	$ 1,150.00	$ 172,500.00	$ 1,450.00
$ 17,000.00	$ 18,000.00	$ 18,000.00	$ 11,500.00
$ 21,000.00	$ 26,000.00	$ 26,000.00	$ 15,500.00
$ 55,500.00	$ 20,000.00	$ 60,000.00	$ 13,500.00
$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 9,975.00
$ 46,000.00	$ 26,000.00	$ 52,000.00	$ 18,000.00
$ 14,000.00	$ 15,000.00	$ 15,000.00	$ 9,750.00
$ 16,000.00	$ 16,000.00	$ 16,000.00	$ 10,800.00
$ 18,000.00	$ 23,000.00	$ 23,000.00	$ 13,050.00
$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 13,750.00
$ 36,000.00	$ 43,000.00	$ 43,000.00	$ 34,150.00
$ 33,000.00	$ 38,000.00	$ 38,000.00	$ 27,150.00
$ 23,000.00	$ 26,000.00	$ 26,000.00	$ 16,150.00
$ 5,900.00	$ 3,500.00	$ 3,500.00	$ 3,750.00

$ 108,000.00	$ 84,000.00	$ 168,000.00	$ 39,250.00
$ 405,000.00	$ 105,000.00	$ 525,000.00	$ 82,500.00
$ 46,000.00	$ 47,000.00	$ 47,000.00	$ 44,000.00
$ 74,000.00	$ 95,000.00	$ 95,000.00	$ 70,500.00
$ 80,000.00	$ 40,000.00	$ 80,000.00	$ 89,950.00
$ 139,500.00	$ 45,000.00	$ 135,000.00	$ 99,500.00
$ 180,000.00	$ 32,000.00	$ 320,000.00	$ 26,500.00
$ 10,000.00	$ 5.00	$ 40,000.00	$ 1.00
$ 86,400.00	$ 1.00	$ 43,200.00	$ 1.00
$ 22,000.00	$ 10,000.00	$ 10,000.00	$ 12,500.00
$ 8,600.00	$ 700.00	$ 14,000.00	$ 475.00
$ 90,000.00	$ 35,000.00	$ 105,000.00	$ 13,500.00
$ 11,200.00	$ 2.00	$ 16,000.00	$ 2.00
$ 7,355,860.00		**$ 7,468,500.00**	
$ 400,000.00	$ 30,000.00	$ 30,000.00	$ 91,500.00
$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 19,500.00
$ 43,000.00	$ 40,000.00	$ 40,000.00	$ 65,500.00
$ 829,500.00	$ 265.00	$ 927,500.00	$ 355.00
$ 4,600.00	$ 2,000.00	$ 4,000.00	$ 1,950.00
$ 14,800.00	$ 4,000.00	$ 16,000.00	$ 3,100.00
$ 12,000.00	$ 5,700.00	$ 17,100.00	$ 3,200.00
$ 15,600.00	$ 5,700.00	$ 22,800.00	$ 3,300.00
$ 17,700.00	$ 5,500.00	$ 16,500.00	$ 3,550.00
$ 220,000.00	$ 47,000.00	$ 235,000.00	$ 42,000.00
$ 60,000.00	$ 23,000.00	$ 69,000.00	$ 24,250.00
$ 92,500.00	$ 15,000.00	$ 75,000.00	$ 13,500.00
$ 4,375.00	$ 5.00	$ 17,500.00	$ 1.00
$ 53,000.00	$ 1.00	$ 26,500.00	$ 1.00
$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00
$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 9,500.00
$ 4,900.00	$ 2.00	$ 7,000.00	$ 2.00
$ 1,786,975.00		**$ 1,528,900.00**	
$ 10,446,945.00		**$ 10,159,800.00**	
$ 537,600.00	$ 430.00	$ 602,000.00	$ 490.00
$ 537,600.00		**$ 602,000.00**	
$ 1,330,710.00		**$ 1,169,400.00**	
$ 98,160.00	$ 715.00	$ 85,800.00	$ 845.00
$ 4,882,500.00	$ 803.00	$ 6,022,500.00	$ 900.00
$ 615,000.00	$ 1,320.00	$ 198,000.00	$ 1,500.00
$ 7,680.00	$ 470.00	$ 9,400.00	$ 500.00
$ 5,603,340.00		**$ 6,315,700.00**	
$ 7,844,840.00		**$ 8,380,400.00**	

$ 913,500.00	$ 283.00	$ 990,500.00	$ 360.00
$ 913,500.00		**$ 990,500.00**	
$ 1,870,975.00		**$ 1,591,900.00**	
$ 7,054,440.00		**$ 7,908,200.00**	
$ 11,046,525.00		**$ 11,141,700.00**	

arlton
UNIT SUBTOTAL
$ 61,300.00
$ 15,500.00
$ 21,500.00
$ 644,000.00
$ 7,500.00
$ 6,150.00
$ 3,950.00
$ 6,700.00
$ 220,500.00
$ 36,500.00
$ 55,800.00
$ 1,400.00
$ 9,375.00
$ 6,500.00
$ 12,150.00
$ 2,800.00
$ 1,111,625.00
$ 171,500.00
$ 31,600.00
$ 97,500.00
$ 100,200.00
$ 6,007,500.00
$ 217,500.00
$ 11,500.00
$ 15,500.00
$ 40,500.00
$ 9,975.00
$ 36,000.00
$ 9,750.00
$ 10,800.00
$ 13,050.00
$ 13,750.00
$ 34,150.00
$ 27,150.00
$ 16,150.00
$ 3,750.00

$	78,500.00
$	412,500.00
$	44,000.00
$	70,500.00
$	179,900.00
$	298,500.00
$	265,000.00
$	8,000.00
$	43,200.00
$	12,500.00
$	9,500.00
$	40,500.00
$	16,000.00
$	**8,346,425.00**

$	91,500.00
$	19,500.00
$	65,500.00
$	1,242,500.00
$	3,900.00
$	12,400.00
$	9,600.00
$	13,200.00
$	10,650.00
$	210,000.00
$	72,750.00
$	67,500.00
$	3,500.00
$	26,500.00
$	7,500.00
$	9,500.00
$	7,000.00
$	**1,873,000.00**
$	**11,331,050.00**

$	686,000.00
$	**686,000.00**
$	**1,153,625.00**

$	101,400.00
$	6,750,000.00
$	225,000.00
$	10,000.00
$	**7,086,400.00**
$	**9,098,125.00**

$	1,260,000.00
$	**1,260,000.00**
$	**1,890,500.00**
$	**9,032,400.00**
$	**12,142,250.00**

Evaluation Criteria Matrix	*Example Filled Form*
Bidder's Total CSP Score (Base Bid)	*67.3*
Bid Price (DIP) (50 Pts)	
Bidder's Bid Price	*$ 11,161,450.00*
Low Bid (Cash Construction)	*$ 8,009,485.00*
Bid Price Score (DIP)	***30.3***
Bid Price (PVC) (50 Pts)	
Bidder's Bid Price	*$ 8,974,450.00*
Low Bid (Cash Construction)	*$ 8,875,130.00*
Bid Price Score (PVC)	***49.4***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)	
Proposed Work Plan and Construction Management Approach (5 pts)	*3*
Schedule (10 pts)	*7*
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*
Quality Control Program (3 examples) (5 pts)	*3*
Approach Score	***21***
Background, Experience, Qualifications, and Safety (20 Pts)	
Complete submission (5 pts)	***5***
Current business organization structure/stability	*Y*
Bond History	*Y*
Litigation History	*Y*
Number years in Business	*Y*
Availability of Equipment/Facilities	*Y*
Financial Status (within 2 mo)	*Y*
Summary of Experience (10 projects)	*Y*
Summary of On-Time Completion	*Y*
Safety Program: History of Deaths or Incidents	*Y*
Summary of OSHA Logs	*Y*
OSHA Citations	*Y*
Safety Improvements Narrative	*Y*
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***
Project Manager / Assistant Project Manager	*6*
Superintendent / QAQC	*10*
Safety Coordinator	*10*
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***
Project 1	*9*
Project 2	*7*
Project 3	*10*
Project 4	*2*
Project 5	*6*
Project 6	*6*
Background, Experience, Qualifications, and Safety Score	***16.0***

SPIESS Construction	SJ Louis	Cash Const	Liberty Civil
67.0	**66.3**	**55.0**	**56.0**
$ 10,113,700.00	$ 12,056,021.00	$ 8,009,485.00	$ 8,222,026.67
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
36.9	**24.7**	**50.0**	**48.7**
$ 10,489,430.00	*$ 11,875,937.50*	*$ 8,875,130.00*	*$ 9,472,219.61*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*
40.9	***33.1***	***50.0***	***46.6***
4	5	0	0
10	10	0	0
6	9	0	0
0	3	0	0
20	**27**	**0**	**0**
0	**0**	**0**	**0**
Y	Y	Y	Y
N	N	N	N
Y	N	N	N
Y	Y	Y	Y
N	N	N	N
N	N	N	N
N	N	Y	Y
N	N	N	N
Y	Y	N	Y
Y	Y	N	N
N	N	N	Y
N	Y	N	N
4.2	**5.0**	**5.0**	**4.2**
10	10	10	10
5	10	10	5
10	10	10	10
6.0	**9.6**	**0.0**	**3.2**
9	10	0	8
7	10	0	0
2	10	0	8
4	9	0	0
8	9	0	0
0	9	0	0
10.2	**14.6**	**5.0**	**7.4**

Austin Eng	Patin Const	CC Carlton
34.8	**41.6**	**54.3**
$ 10,446,945.00	$ 10,159,800.00	$ 11,331,050.00
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
34.8	**36.6**	**29.3**
$ 11,046,525.00	*$ 11,141,700.00*	*$ 12,142,250.00*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*
37.8	***37.2***	***31.6***
0	0	5
0	0	10
0	0	0
0	0	5
0	**0**	**20**
0	**0**	**0**
Y	Y	Y
N	N	N
N	N	N
Y	Y	Y
N	Y	N
N	N	N
Y	N	Y
N	N	N
N	N	Y
Y	N	N
Y	N	N
N	N	N
0.0	**5.0**	**5.0**
0	10	10
0	10	10
0	10	10
0.0	**0.0**	**0.0**
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0.0	**5.0**	**5.0**

Evaluation Criteria Matrix	*Example Filled Form*	SPIESS Construction	SJ Louis	Cash Const	Liberty Civil	Austin Eng	Patin Const	CC Carlton
Bidder's Total CSP Score (Base Bid)	*67.3*	**71.0**	**66.7**	**55.0**	**55.2**	**37.8**	**40.4**	**41.9**
Bid Price (DIP) (50 Pts)								
Bidder's Bid Price	*$ 11,161,450.00*	$ 10,113,700.00	$ 12,056,021.00	$ 8,009,485.00	$ 8,222,026.67	$ 10,446,945.00	$ 10,159,800.00	$ 11,331,050.00
Low Bid (Cash Construction)	*$ 8,009,485.00*	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
Bid Price Score (DIP)	***30.3***	**36.9**	**24.7**	**50.0**	**48.7**	**34.8**	**36.6**	**29.3**
Bid Price (PVC) (50 Pts)								
Bidder's Bid Price	*$ 8,974,450.00*	*$ 10,489,430.00*	*$ 11,875,937.50*	*$ 8,875,130.00*	*$ 9,472,219.61*	*$ 11,046,525.00*	*$ 11,141,700.00*	*$ 12,142,250.00*
Low Bid (Cash Construction)	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*
Bid Price Score (PVC)	***49.4***	***40.9***	***33.1***	***50.0***	***46.6***	***37.8***	***37.2***	***31.6***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)								
Proposed Work Plan and Construction Management Approach (5 pts)	*3*	4	5	0	0	0	0	3
Schedule (10 pts)	*7*	10	10	0	0	0	0	4
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*	8	9	0	0	0	0	0
Quality Control Program (3 examples) (5 pts)	*3*	0	4	0	0	0	0	3
Approach Score	***21***	**22**	**28**	**0**	**0**	**0**	**0**	**10**
Background, Experience, Qualifications, and Safety (20 Pts)								
Complete submission (5 pts)	***5***	**0**	**0**	**0**	**0**	**0**	**0**	
Current business organization structure/stability	*Y*	N	Y	N	N	Y	N	Y
Bond History	*Y*	N	N	N	N	N	N	N
Litigation History	*Y*	N	Y	N	N	N	N	N
Number years in Business	*Y*	46 Years	25 Years	40 Years	7 Years	44 Years	17 Years	24 Years
Availability of Equipment/Facilities	*Y*	N	Y	N	N	Y	Y	N
Financial Status (within 2 mo)	*Y*	N	N	N	N	N	N	N
Summary of Experience (10 projects)	*Y*	N	Y	N	N	N	N	N
Summary of On-Time Completion	*Y*	N	N	N	N	N	N	N
Safety Program: History of Deaths or Incidents	*Y*	N	Y	N	N	N	N	N
Summary of OSHA Logs	*Y*	Y	Y	N	Y	Y	N	Y
OSHA Citations	*Y*	Y	Y	N	N	N	N	N
Safety Improvements Narrative	*Y*	N	Y	N	N	N	N	N
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***	**4.5**	**5.0**	**5.0**	**4.2**	**3.0**	**3.8**	**2.7**
Project Manager / Assistant Project Manager	*6*	10	10	10	10	6	10	3
Superintendent / QAQC	*10*	8	10	10	8	6	10	3
Safety Coordinator	*10*	9	10	10	7	6	3	10
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***	**7.6**	**9.0**	**0.0**	**2.4**	**0.0**	**0.0**	**0.0**
Project 1	*9*	10	10	0	5	0	0	0
Project 2	*7*	8	10	0	3	0	0	0
Project 3	*10*	4	10	0	4	0	0	0
Project 4	*2*	6	8	0	0	0	0	0
Project 5	*6*	10	7	0	0	0	0	0
Project 6	*6*	0	7	0	0	0	0	0
Background, Experience, Qualifications, and Safety Score	***16.0***	**12.1**	**14.0**	**5.0**	**6.6**	**3.0**	**3.8**	**2.7**

Evaluation Criteria Matrix	*Example Filled Form*
Bidder's Total CSP Score (Base Bid)	*67.3*
Bid Price (DIP) (50 Pts)	
Bidder's Bid Price	*$ 11,161,450.00*
Low Bid (Cash Construction)	*$ 8,009,485.00*
Bid Price Score (DIP)	***30.3***
Bid Price (PVC) (50 Pts)	
Bidder's Bid Price	*$ 8,974,450.00*
Low Bid (Cash Construction)	*$ 8,875,130.00*
Bid Price Score (PVC)	***49.4***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)	
Proposed Work Plan and Construction Management Approach (5 pts)	*3*
Schedule (10 pts)	*7*
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*
Quality Control Program (3 examples) (5 pts)	*3*
Approach Score	***21***
Background, Experience, Qualifications, and Safety (20 Pts)	
Complete submission (5 pts)	***5***
Current business organization structure/stability	*Y*
Bond History	*Y*
Litigation History	*Y*
Number years in Business	*Y*
Availability of Equipment/Facilities	*Y*
Financial Status (within 2 mo)	*Y*
Summary of Experience (10 projects)	*Y*
Summary of On-Time Completion	*Y*
Safety Program: History of Deaths or Incidents	*Y*
Summary of OSHA Logs	*Y*
OSHA Citations	*Y*
Safety Improvements Narrative	*Y*
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***
Project Manager / Assistant Project Manager	*6*
Superintendent / QAQC	*10*
Safety Coordinator	*10*
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***
Project 1	*9*
Project 2	*7*
Project 3	*10*
Project 4	*2*
Project 5	*6*
Project 6	*6*
Background, Experience, Qualifications, and Safety Score	***16.0***

SPIESS REFERENCES

Project 1

El Paso Water Utilities Public Services Board Edgemere 16" & 36" Water Transmission Main & 24" Sanitary

Project Cost: $2,364,826

Contact: James Catbagan (Owner) at 915-594-5568 or Jcatbagan@epwater.org

Notes: Client said contractor did well and overall happy with performance. They have good manpower. Project was middle l time. Change orders to due design were reasonable. Client will work with them again.

Project 2

El Paso Water Utilities Public Services Board Grouse Street Force Main Rehabilitation - Phase VI

Scope: 24", 20", 16", 8" & 6" Water Mains & 12", 8" Sewer Line

Project Cost: $3,591,246

Contact: James Catbagan (Owner) at 915-594-5568 or Jcatbagan@epwater.org

Notes: Client said contractor did well and overall happy with performance. They have good manpower. Project was delayed to UPRR. There were multiple design-related change orders. Change orders negotiations went well, were re Client will work with them again.

Project 3

El Paso Water Utilities Public Services Board Doniphan & Frontera Junction Box Rehabilitation

Scope: Jet Grouted Retention System, Soil Stabilization, 54" Spiral Wound HDPE reline, concrete structures

Project Cost: $3,801,168

Contact: Jorge Chavez (Owner) at 915-594-5498 or J.Chavez@epwater.org

Notes: Pending Call-back

Project 4

City of Presidio TX Water System Improvements Project

Scope: Construction of 12" Water, 8" water, 24" Bores, 4" HDD, booster pump site, 50K elevated tank

Project Cost: $3,636,195

Contact: Brandon Newton (Owner) at 432-238-8400 or bnewton@presidiotx.us

Notes: Left message with receptionist. Brandon Newton no longer works for City of Presidio.

Project 5

El Paso Water Utilities Public Service Board Bid 27-20 Montana East 24 Inch Water Main Extension Phase 11

Scope: 24-inch DIP Water, 48" FRP Tunnel, Valves, Misc Appurtenances, Road Restoration

Project Cost: $2,867,290

Contact: Victor Morales at 915-263-4153 or Vmorales@epwater.org

Notes: Non-active number. Will ask for new contact from Jorge Chavez on call-back.

SPIESS Construction	SJ Louis	Cash Const	Liberty Civil
74.5	**68.5**	**55.0**	**55.0**
$ 10,113,700.00	$ 12,056,021.00	$ 8,009,485.00	$ 8,222,026.67
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
36.9	**24.7**	**50.0**	**48.7**
$ 10,489,430.00	*$ 11,875,937.50*	*$ 8,875,130.00*	*$ 9,472,219.61*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*
40.9	***33.1***	***50.0***	***46.6***
5	5	0	0
10	10	0	0
10	10	0	0
0	5	0	0
25	**30**	**0**	**0**
0	**0**	**0**	**0**
N	Y	N	N
N	N	N	N
N	Y	N	N
46 Years	25 Years	40 Years	7 Years
N	Y	N	N
N	N	N	N
N	Y	N	N
N	N	N	N
N	Y	N	N
Y	Y	N	Y
Y	Y	N	N
N	Y	N	N
5.0	**5.0**	**5.0**	**4.3**
10	10	10	10
10	10	10	10
10	10	10	6
7.6	**8.8**	**0.0**	**2.0**
10	10	0	4
8	10	0	2
4	10	0	4
6	8	0	0
10	6	0	0
0	6	0	0
12.6	**13.8**	**5.0**	**6.3**

SJ LOUIS REFERENCES

bidder. Project completed on

middle bidder. Project
easonable and on low-end.

Project 1

San Patricio Municipal Water District 54" & 48" Treated Tra

Project Cost: $14,357,601

Contact: Mallory Lightsey (Owner) at 361-777-4009

Notes: Left voicemail for call-back.

Project 2

San Patricio Municipal Water District 24" Treated Waterline

Project Scope: 28,250 LF 24" PVC Waterline

Project Cost: $5,419,857

Contact: Mallory Lightsey (Owner) at 361-777-4009

Notes: Left voicemail for call-back.

Project 3

City of Waco Water Transmission Line from Riverside WTP

Project Scope: 30" Waterline, Valves & Appurtenances, dir

Project Cost: $9,213,696

Contact: Charles Leist II (Owner) at 254-750-6642 o

Notes: Left voicemail for call-back.

Project 4

West Travis County Public Utility Agency 1340 Transmissio

Project Scope: 20" DI Waterline, Valves, and Appurtenance

Project Cost: $2,421,402.73

Contact: Trey Cantu (Owner) at 512-751-6993 or Tc

Notes: Trey Cantu no longer works here. Contact provided and C not out for bid yet. Working with SJ Louis was pretty meetings, excavation, etc.). On schedule, was wonderful. B

Project 5

SAWS Central Water Integration Pipeline Segment 5-2

Project Scope: Welded steel water main, sewer and electric

Project Cost: $3,829,046.60

Contact: Tracee Wulff (Owner) at 210-789-9910 or

Notes: Left voicemail for call-back.

Austin Eng	Patin Const	CC Carlton
38.3	**39.9**	**34.9**
$ 10,446,945.00	$ 10,159,800.00	$ 11,331,050.00
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
34.8	**36.6**	**29.3**
$ 11,046,525.00	*$ 11,141,700.00*	*$ 12,142,250.00*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*
37.8	***37.2***	***31.6***
0	0	1
0	0	2
0	0	0
0	0	1
0	**0**	**4**
0	**0**	**0**
Y	N	Y
N	N	N
N	N	N
44 Years	17 Years	24 Years
Y	Y	N
N	N	N
N	N	N
N	N	N
N	N	N
Y	N	Y
N	N	N
N	N	N
3.5	**3.3**	**1.7**
7	10	0
7	10	0
7	0	10
0.0	**0.0**	**0.0**
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
3.5	**3.3**	**1.7**

ansmission Waterline Project

) or MGL@SPMWD.net

e Project - Phase 3

) or MGL@SPMWD.net

) to Gholson GST
ectional drilling, wastewater improvements

r CharlesL@WacoTX.gov

on main Segments A, B, and C
es, Multiple Tie-ins, Tunneling, Paving and restoration

cantu@WTCPUA.org
d 512-897-0970 for the operations manager, Erik Morgan. Segment A complete, ongoing B
y smooth. Punchlist / final stuff was tougher. Big ticket items went well (pipe work,
udget was on budget for what was in SJ Louis' control. Few change orders design-related.

cal work, paving restoration

Tracee.Wulff@SAWS.org

City of Hutto Megasite Waterlines Project

Bid Opening

Date: September 29, 2023
Recorded by: Joshua Milks, P.E.

Bid Tabulation and Scoring Summary		
tor	Base (DIP)	Alternate (PVC)
CONSTRUCTION COMPANY INC	#REF!	#REF!
Construction of Texas LTD	#REF!	#REF!
nstruction Company	#REF!	#REF!
Civil Construction LLC	#REF!	#REF!
Austin Engineering Company Inc.	#REF!	#REF!
Patin Construction	#REF!	#REF!
CC Carlton Industries LTD	#REF!	#REF!

Bidders Present		
Names	**Company**	**Phone**
Rose Rodriguez	SJ Louis Construction	210-340-9998
Toby Carson	CC Carlton	512-660-3211
Joshua Milks (Engineer)	STV	210-664-0769
Gabriel Kihiro (Owner)	City of Hutto	512-759-4048
Tim Patin	Patin Construction	512-269-1071
Brad Ellis	Ferguson	512-618-4558
Cristina Marinka	Cash Construction	512-771-0909
Roman Molina	Liberty Civil Construction	512-763-1161
Suzie Farnsworth	Benmark	512-944-7030
Eric MacIntosh	Ferguson Waterworks	512-745-6374
Travis Keller	Austin Engineering	512-327-1464
Adam Hamed	SCCI	361-877-1648
Jacqueline V.	WMC	461-662-2744
Patricia A Davis (Owner)	City of Hutto	512-759-4005

Bid Reading		Alternate (Pipe Only
Contractor	**Base (DIP)**	**for**
SPIESS CONSTRUCTION COMPANY INC	$10,113,700.00	
Liberty Civil Construction LLC	$8,068,966.95	
Patin Construction	$10,159,800.00	
Cash Construction Company	$8,009,485.00	
Austin Engineering Company Inc.	$10,294,945.00	
SJ Louis Construction of Texas LTD	$12,056,021.20	
CC Carlton Industries LTD	$11,331,050.00	

t Phase 1

	Matt Rector (City Engineer)	Patricia Davis (CIP Engineer)
Competitive Sealed Score (Base Bid) Average	Competitive Sealed Score (Base Bid)	Competitive Sealed Score (Base Bid)
70.8	67.0	71.0
67.2	66.3	66.7
55.0	55.0	55.0
55.4	56.0	55.2
37.0	34.8	37.8
40.6	41.6	40.4
43.7	54.3	41.9

Email
RoseR@SJLuois.com
estimating@cccarlton.com
joshua.milks@stvinc.com
gabriel.kihiro@Huttotx.gov
estimating@patincon.com
brad.ellis@ferguson.com
Cristina.martinka@cashconstruction.com
estimating@libertycivil.com
suziefarnsworth@benmark.com
eric.macintosh@ferguson.com
tkeller@aecoi.net
ahamed@sccitanks.com
jvelasquez@wmc-i.com
patricia.davis@huttotx.gov

y / See Above Bid Tab and Scoring Summary r Total Cost of Alternative)
$7,372,830.00
$6,716,045.90
$7,908,200.00
$6,506,110.00
$6,891,690.00
$8,813,639.50
$12,054,250.00

Joshua Milks (STV)
Competitive Sealed Score (Base Bid)
74.5
68.5
55.0
55.0
38.3
39.9
34.9

Bid Tabulation and Scori
Contractor
SPIESS CONSTRUCTION COMPANY INC
SJ Louis Construction of Texas LTD
Cash Construction Company
Liberty Civil Construction LLC
Austin Engineering Company Inc.
Patin Construction
CC Carlton Industries LTD

ing Summary	Matt Rector (City Engineer)	Patricia Davis (CIP Engineer)
Competitive Sealed Score (Base Bid) Average	**Competitive Sealed Score (Base Bid)**	**Competitive Sealed Score (Base Bid)**
70.8	67.0	71.0
67.2	66.3	66.7
55.0	55.0	55.0
55.4	56.0	55.2
37.0	34.8	37.8
40.6	41.6	40.4
43.7	54.3	41.9

Joshua Milks (STV)
Competitive Sealed Score (Base Bid)
74.5
68.5
55.0
55.0
38.3
39.9
34.9

City of Hutto
Megasite Waterlines Project
Phase 1
Bid Form
Revised for Conformed Set dated October 20, 2023

ITEM NO.	DESCRIPTION	UNITS	QNTY	UNIT COST	UNIT SUBTOTAL
Base Bid					
Project W6a					
1	Right-of-Way Preparation, Complete in Place	LS	1	$ 50,000.00	$ 50,000.00
2	Barricades, Signs, and Traffic Handling	LS	1	$ 3,000.00	$ 3,000.00
3	Storm Water Pollution Prevention Plan and Implementation	LS	1	$ 18,000.00	$ 18,000.00
4	Pipe, Ductile Iron (C150) 30-inch, Type (all depths), including Excavation	LF	1,400	$ 464.00	$ 649,600.00
5	Restrained Plug, 30-inch	EA	2	$ 4,000.00	$ 8,000.00
6	11.25° Horizontal Bend, 30-inch	EA	1	$ 7,500.00	$ 7,500.00
7	22.5° Horizontal Bend, 30-inch	EA	1	$ 7,500.00	$ 7,500.00
8	Tee, 30-inch × 30-inch	EA	1	$ 12,000.00	$ 12,000.00
9	Resilient Wedge Gate Valve, 30-inch	EA	3	$ 72,000.00	$ 216,000.00
10	3-inch Combination Air Valve Assembly with Manway	EA	1	$ 36,000.00	$ 36,000.00
11	Fire Hydrant Assembly	EA	3	$ 19,000.00	$ 57,000.00
12	Trench Safety	LF	1,400	$ 1.00	$ 1,400.00
13	Seeding/ Hydromulch	SY	7,500	$ 1.00	$ 7,500.00
14	Disposal of Heavily Chlorinated Flush Water	LS	1	$ 8,000.00	$ 8,000.00
15	Connection to Existing 30" Waterline	EA	1	$ 14,000.00	$ 14,000.00
16	Construction Staking	LF	1,400	$ 5.00	$ 7,000.00
			Project W6a Base Bid Total		**$ 1,102,500.00**
Project W16					
1	Right-of-Way Preparation, Complete in Place	LS	1	$ 350,000.00	$ 350,000.00
2	Barricades, Signs, and Traffic Handling	LS	1	$ 3,000.00	$ 3,000.00
3	Storm Water Pollution Prevention Plan and Implementation	LS	1	$ 60,000.00	$ 60,000.00
4	Pipe, Ductile Iron (C150) 36-inch, Type (all depths), including Excavation	LF	120	$ 500.00	$ 60,000.00
5	Pipe, Ductile Iron (C150) 42-inch, Type (all depths), including Excavation	LF	7,250	$ 665.00	$ 4,821,250.00
6	Pipe, Ductile Iron (C150) 48-inch, Type (all depths), including Excavation	LF	150	$ 900.00	$ 135,000.00
7	11.25° Horizontal Bend, 42-inch	EA	1	$ 15,000.00	$ 15,000.00
8	22.5° Horizontal Bend, 48-inch	EA	1	$ 18,000.00	$ 18,000.00
9	45° Horizontal Bend, 42-inch	EA	3	$ 18,000.00	$ 54,000.00
10	90° Horizontal Bend, 36-inch	EA	1	$ 12,000.00	$ 12,000.00
11	45° Vertical Bend, 48-inch	EA	2	$ 24,000.00	$ 48,000.00
12	Reducer, 42-inch × 30-inch	EA	1	$ 12,000.00	$ 12,000.00
13	Reducer, 48-inch × 24-inch	EA	1	$ 13,000.00	$ 13,000.00
14	Reducer, 48-inch × 36-inch	EA	1	$ 15,000.00	$ 15,000.00
15	Reducer, 48-inch × 42-inch	EA	1	$ 16,000.00	$ 16,000.00
16	Tee, 48-inch × 48-inch	EA	1	$ 35,000.00	$ 35,000.00
17	Tee, 48-inch × 36-inch	EA	1	$ 32,000.00	$ 32,000.00
18	Tee, 42-inch × 30-inch	EA	1	$ 19,000.00	$ 19,000.00
19	Restrained plug, 30-inch	EA	1	$ 4,000.00	$ 4,000.00
20	Butterfly Valve, 36-inch	EA	2	$ 58,000.00	$ 116,000.00
21	Butterfly Valve, 42-inch	EA	5	$ 81,000.00	$ 405,000.00
22	Resilient Wedge Gate Valve, 24-inch	EA	1	$ 54,000.00	$ 54,000.00
23	Resilient Wedge Gate Valve, 30-inch	EA	1	$ 77,000.00	$ 77,000.00
24	3-inch Combination Air Valve Assembly with Manway	EA	2	$ 51,000.00	$ 102,000.00
25	4-inch Combination Air Valve Assembly with Manway	EA	3	$ 51,000.00	$ 153,000.00
26	Fire Hydrant Assembly	EA	10	$ 22,000.00	$ 220,000.00
27	Trench Safety	LF	8,000	$ 1.00	$ 8,000.00
28	Seeding/ Hydromulch	SY	43,200	$ 1.00	$ 43,200.00
29	Disposal of Heavily Chlorinated Flush Water	LS	1	$ 20,000.00	$ 20,000.00
30	Pipe, Ductile Iron (C150) 30-inch, Type (all depths), including Excavation	LF	20	$ 850.00	$ 17,000.00
31	Connection to Existing 36" Waterline	EA	3	$ 21,000.00	$ 63,000.00
32	Construction Staking	LF	8,000	$ 5.00	$ 40,000.00
			Project W16 Base Bid Total		**$ 7,040,450.00**

Project W10a					
1	Right-of-Way Preparation, Complete in Place	LS	1	$ 75,000.00	$ 75,000.00
2	Barricades, Signs, and Traffic Handling	LS	1	$ 3,000.00	$ 3,000.00
3	Storm Water Pollution Prevention Plan and Implementation	LS	1	$ 30,000.00	$ 30,000.00
4	Pipe, Ductile Iron (C150) 24-inch, Type (all depths), including Excavation	LF	2,950	$ 328.00	$ 967,600.00
5	Restrained plug, 24-inch	EA	2	$ 2,000.00	$ 4,000.00
6	11.25° Horizontal Bend, 24-inch	EA	4	$ 6,000.00	$ 24,000.00
7	22.5° Horizontal Bend, 24-inch	EA	3	$ 6,000.00	$ 18,000.00
8	45° Horizontal Bend, 24-inch	EA	4	$ 6,000.00	$ 24,000.00
9	Tee, 24-inch × 24-inch	EA	3	$ 8,000.00	$ 24,000.00
10	Resilient Wedge Gate Valve, 24-inch	EA	5	$ 51,000.00	$ 255,000.00
11	2-inch Combination Air Valve Assembly with Manway	EA	3	$ 20,000.00	$ 60,000.00
12	Fire Hydrant Assembly	EA	5	$ 13,000.00	$ 65,000.00
13	Trench Safety	LF	3,500	$ 1.00	$ 3,500.00
14	Seeding/ Hydromulch	SY	26,500	$ 1.00	$ 26,500.00
15	Disposal of Heavily Chlorinated Flush Water	LS	1	$ 10,000.00	$ 10,000.00
16	Connection to Project W16 Waterline	EA	1	$ 17,000.00	$ 17,000.00
17	Construction Staking	LF	3,500	$ 5.00	$ 17,500.00
				Project W10a Base Bid Total	**$ 1,624,100.00**
				Megasite Waterlines Project Phase 1 Base Bid Total	**$ 9,767,050.00**

Evaluation Criteria Matrix	*Example Filled Form*
Bidder's Total CSP Score (Base Bid)	*67.3*
Bid Price (DIP) (50 Pts)	
Bidder's Bid Price	*$ 11,161,450.00*
Low Bid (Cash Construction)	*$ 8,009,485.00*
Bid Price Score (DIP)	***30.3***
Bid Price (PVC) (50 Pts)	
Bidder's Bid Price	*$ 8,974,450.00*
Low Bid (Cash Construction)	*$ 8,875,130.00*
Bid Price Score (PVC)	***49.4***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)	
Proposed Work Plan and Construction Management Approach (5 pts)	*3*
Schedule (10 pts)	*7*
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*
Quality Control Program (3 examples) (5 pts)	*3*
Approach Score	***21***
Background, Experience, Qualifications, and Safety (20 Pts)	
Complete submission (5 pts)	***5***
Current business organization structure/stability	*Y*
Bond History	*Y*
Litigation History	*Y*
Number years in Business	*Y*
Availability of Equipment/Facilities	*Y*
Financial Status (within 2 mo)	*Y*
Summary of Experience (10 projects)	*Y*
Summary of On-Time Completion	*Y*
Safety Program: History of Deaths or Incidents	*Y*
Summary of OSHA Logs	*Y*
OSHA Citations	*Y*
Safety Improvements Narrative	*Y*
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***
Project Manager / Assistant Project Manager	*6*
Superintendent / QAQC	*10*
Safety Coordinator	*10*
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***
Project 1	*9*
Project 2	*7*
Project 3	*10*
Project 4	*2*
Project 5	*6*
Project 6	*6*
Background, Experience, Qualifications, and Safety Score	***16.0***

SPIESS Construction	SJ Louis	Cash Const	Liberty Civil
67.0	**66.3**	**55.0**	**56.0**
$ 10,113,700.00	$ 12,056,021.00	$ 8,009,485.00	$ 8,222,026.67
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
36.9	**24.7**	**50.0**	**48.7**
$ 10,489,430.00	*$ 11,875,937.50*	*$ 8,875,130.00*	*$ 9,472,219.61*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*
40.9	***33.1***	***50.0***	***46.6***
4	5	0	0
10	10	0	0
6	9	0	0
0	3	0	0
20	**27**	**0**	**0**
0	**0**	**0**	**0**
Y	Y	Y	Y
N	N	N	N
Y	N	N	N
Y	Y	Y	Y
N	N	N	N
N	N	N	N
N	N	Y	Y
N	N	N	N
Y	Y	N	Y
Y	Y	N	N
N	N	N	Y
N	Y	N	N
4.2	**5.0**	**5.0**	**4.2**
10	10	10	10
5	10	10	5
10	10	10	10
6.0	**9.6**	**0.0**	**3.2**
9	10	0	8
7	10	0	0
2	10	0	8
4	9	0	0
8	9	0	0
0	9	0	0
10.2	**14.6**	**5.0**	**7.4**

Austin Eng	Patin Const	CC Carlton
34.8	**41.6**	**54.3**
$ 10,446,945.00	$ 10,159,800.00	$ 11,331,050.00
$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
34.8	**36.6**	**29.3**
$ 11,046,525.00	*$ 11,141,700.00*	*$ 12,142,250.00*
$ 8,875,130.00	*$ 8,875,130.00*	*$ 8,875,130.00*
37.8	***37.2***	***31.6***
0	0	5
0	0	10
0	0	0
0	0	5
0	**0**	**20**
0	**0**	**0**
Y	Y	Y
N	N	N
N	N	N
Y	Y	Y
N	Y	N
N	N	N
Y	N	Y
N	N	N
N	N	Y
Y	N	N
Y	N	N
N	N	N
0.0	**5.0**	**5.0**
0	10	10
0	10	10
0	10	10
0.0	**0.0**	**0.0**
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0.0	**5.0**	**5.0**

Evaluation Criteria Matrix	*Example Filled Form*	SPIESS Construction	SJ Louis	Cash Const	Liberty Civil	Austin Eng	Patin Const	CC Carlton
Bidder's Total CSP Score (Base Bid)	*67.3*	**71.0**	**66.7**	**55.0**	**55.2**	**37.8**	**40.4**	**41.9**
Bid Price (DIP) (50 Pts)								
Bidder's Bid Price	*$ 11,161,450.00*	$ 10,113,700.00	$ 12,056,021.00	$ 8,009,485.00	$ 8,222,026.67	$ 10,446,945.00	$ 10,159,800.00	$ 11,331,050.00
Low Bid (Cash Construction)	*$ 8,009,485.00*	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00	$ 8,009,485.00
Bid Price Score (DIP)	***30.3***	**36.9**	**24.7**	**50.0**	**48.7**	**34.8**	**36.6**	**29.3**
Bid Price (PVC) (50 Pts)								
Bidder's Bid Price	*$ 8,974,450.00*	*$ 10,489,430.00*	*$ 11,875,937.50*	*$ 8,875,130.00*	*$ 9,472,219.61*	*$ 11,046,525.00*	*$ 11,141,700.00*	*$ 12,142,250.00*
Low Bid (Cash Construction)	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*	*$ 8,875,130.00*
Bid Price Score (PVC)	***49.4***	***40.9***	***33.1***	***50.0***	***46.6***	***37.8***	***37.2***	***31.6***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)								
Proposed Work Plan and Construction Management Approach (5 pts)	*3*	4	5	0	0	0	0	3
Schedule (10 pts)	*7*	10	10	0	0	0	0	4
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*	8	9	0	0	0	0	0
Quality Control Program (3 examples) (5 pts)	*3*	0	4	0	0	0	0	3
Approach Score	***21***	**22**	**28**	**0**	**0**	**0**	**0**	**10**
Background, Experience, Qualifications, and Safety (20 Pts)								
Complete submission (5 pts)	***5***	**0**	**0**	**0**	**0**	**0**	**0**	
Current business organization structure/stability	*Y*	N	Y	N	N	Y	N	Y
Bond History	*Y*	N	N	N	N	N	N	N
Litigation History	*Y*	N	Y	N	N	N	N	N
Number years in Business	*Y*	46 Years	25 Years	40 Years	7 Years	44 Years	17 Years	24 Years
Availability of Equipment/Facilities	*Y*	N	Y	N	N	Y	Y	N
Financial Status (within 2 mo)	*Y*	N	N	N	N	N	N	N
Summary of Experience (10 projects)	*Y*	N	Y	N	N	N	N	N
Summary of On-Time Completion	*Y*	N	N	N	N	N	N	N
Safety Program: History of Deaths or Incidents	*Y*	N	Y	N	N	N	N	N
Summary of OSHA Logs	*Y*	Y	Y	N	Y	Y	N	Y
OSHA Citations	*Y*	Y	Y	N	N	N	N	N
Safety Improvements Narrative	*Y*	N	Y	N	N	N	N	N
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***	**4.5**	**5.0**	**5.0**	**4.2**	**3.0**	**3.8**	**2.7**
Project Manager / Assistant Project Manager	*6*	10	10	10	10	6	10	3
Superintendent / QAQC	*10*	8	10	10	8	6	10	3
Safety Coordinator	*10*	9	10	10	7	6	3	10
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***	**7.6**	**9.0**	**0.0**	**2.4**	**0.0**	**0.0**	**0.0**
Project 1	*9*	10	10	0	5	0	0	0
Project 2	*7*	8	10	0	3	0	0	0
Project 3	*10*	4	10	0	4	0	0	0
Project 4	*2*	6	8	0	0	0	0	0
Project 5	*6*	10	7	0	0	0	0	0
Project 6	*6*	0	7	0	0	0	0	0
Background, Experience, Qualifications, and Safety Score	***16.0***	**12.1**	**14.0**	**5.0**	**6.6**	**3.0**	**3.8**	**2.7**

Evaluation Criteria Matrix	*Example Filled Form*
Bidder's Total CSP Score (Base Bid)	*#REF!*
Bid Price (DIP) (50 Pts)	
Bidder's Bid Price	*$ 9,767,050.00*
Low Bid (Cash Construction)	*#REF!*
Bid Price Score (DIP)	***#REF!***
Bid Price (PVC) (50 Pts)	
Bidder's Bid Price	*#REF!*
Low Bid (Cash Construction)	*#REF!*
Bid Price Score (PVC)	***#REF!***
Proposed Plan, Schedule, and Quality Control Program (30 Pts)	
Proposed Work Plan and Construction Management Approach (5 pts)	*3*
Schedule (10 pts)	*7*
Risk Mitigation (Identify Issues/Delays & Contingency Plan) (10 pts)	*8*
Quality Control Program (3 examples) (5 pts)	*3*
Approach Score	***21***
Background, Experience, Qualifications, and Safety (20 Pts)	
Complete submission (5 pts)	***5***
Current business organization structure/stability	*Y*
Bond History	*Y*
Litigation History	*Y*
Number years in Business	*Y*
Availability of Equipment/Facilities	*Y*
Financial Status (within 2 mo)	*Y*
Summary of Experience (10 projects)	*Y*
Summary of On-Time Completion	*Y*
Safety Program: History of Deaths or Incidents	*Y*
Summary of OSHA Logs	*Y*
OSHA Citations	*Y*
Safety Improvements Narrative	*Y*
Summary of Qualifications (Team Members) (5 pts) *Rank each team member out of 10*	***4.3***
Project Manager / Assistant Project Manager	*6*
Superintendent / QAQC	*10*
Safety Coordinator	*10*
Relevant Project Experience (Up to 6) (10 pts) *Rank Project out of 10 considering relevance (scope: potable water or other, ductile iron or other, 24"-48" diameters, construction cost)*	***6.7***
Project 1	*9*
Project 2	*7*
Project 3	*10*
Project 4	*2*
Project 5	*6*
Project 6	*6*
Background, Experience, Qualifications, and Safety Score	***16.0***

SPIESS REFERENCES

Project 1

El Paso Water Utilities Public Services Board Edgemere 16" & 36" Water Transmission Main & 24" Sanitary

Project Cost: $2,364,826

Contact: James Catbagan (Owner) at 915-594-5568 or Jcatbagan@epwater.org

Notes: Client said contractor did well and overall happy with performance. They have good manpower. Project was middle l time. Change orders to due design were reasonable. Client will work with them again.

Project 2

El Paso Water Utilities Public Services Board Grouse Street Force Main Rehabilitation - Phase VI

Scope: 24", 20", 16", 8" & 6" Water Mains & 12", 8" Sewer Line

Project Cost: $3,591,246

Contact: James Catbagan (Owner) at 915-594-5568 or Jcatbagan@epwater.org

Notes: Client said contractor did well and overall happy with performance. They have good manpower. Project was delayed to UPRR. There were multiple design-related change orders. Change orders negotiations went well, were re Client will work with them again.

Project 3

El Paso Water Utilities Public Services Board Doniphan & Frontera Junction Box Rehabilitation

Scope: Jet Grouted Retention System, Soil Stabilization, 54" Spiral Wound HDPE reline, concrete structures

Project Cost: $3,801,168

Contact: Jorge Chavez (Owner) at 915-594-5498 or J.Chavez@epwater.org

Notes: Pending Call-back

Project 4

City of Presidio TX Water System Improvements Project

Scope: Construction of 12" Water, 8" water, 24" Bores, 4" HDD, booster pump site, 50K elevated tank

Project Cost: $3,636,195

Contact: Brandon Newton (Owner) at 432-238-8400 or bnewton@presidiotx.us

Notes: Left message with receptionist. Brandon Newton no longer works for City of Presidio.

Project 5

El Paso Water Utilities Public Service Board Bid 27-20 Montana East 24 Inch Water Main Extension Phase 11

Scope: 24-inch DIP Water, 48" FRP Tunnel, Valves, Misc Appurtenances, Road Restoration

Project Cost: $2,867,290

Contact: Victor Morales at 915-263-4153 or Vmorales@epwater.org

Notes: Non-active number. Will ask for new contact from Jorge Chavez on call-back.

SPIESS Construction	SJ Louis	Cash Const	Liberty Civil
#REF!	**#REF!**	**#REF!**	**#REF!**
#REF!	#REF!	#REF!	#REF!
#REF!	#REF!	#REF!	#REF!
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#REF!	*#REF!*	*#REF!*	*#REF!*
#REF!	*#REF!*	*#REF!*	*#REF!*
#REF!	***#REF!***	***#REF!***	***#REF!***
5	5	0	0
10	10	0	0
10	10	0	0
0	5	0	0
25	**30**	**0**	**0**
0	**0**	**0**	**0**
N	Y	N	N
N	N	N	N
N	Y	N	N
46 Years	25 Years	40 Years	7 Years
N	Y	N	N
N	N	N	N
N	Y	N	N
N	N	N	N
N	Y	N	N
Y	Y	N	Y
Y	Y	N	N
N	Y	N	N
5.0	**5.0**	**5.0**	**4.3**
10	10	10	10
10	10	10	10
10	10	10	6
7.6	**8.8**	**0.0**	**2.0**
10	10	0	4
8	10	0	2
4	10	0	4
6	8	0	0
10	6	0	0
0	6	0	0
12.6	**13.8**	**5.0**	**6.3**

SJ LOUIS REFERENCES

bidder. Project completed on

middle bidder. Project
easonable and on low-end.

Project 1

San Patricio Municipal Water District 54" & 48" Treated Tra

Project Cost: $14,357,601

Contact: Mallory Lightsey (Owner) at 361-777-4009

Notes: Left voicemail for call-back.

Project 2

San Patricio Municipal Water District 24" Treated Waterline

Project Scope: 28,250 LF 24" PVC Waterline

Project Cost: $5,419,857

Contact: Mallory Lightsey (Owner) at 361-777-4009

Notes: Left voicemail for call-back.

Project 3

City of Waco Water Transmission Line from Riverside WTP

Project Scope: 30" Waterline, Valves & Appurtenances, dir

Project Cost: $9,213,696

Contact: Charles Leist II (Owner) at 254-750-6642 o

Notes: Left voicemail for call-back.

Project 4

West Travis County Public Utility Agency 1340 Transmissio

Project Scope: 20" DI Waterline, Valves, and Appurtenance

Project Cost: $2,421,402.73

Contact: Trey Cantu (Owner) at 512-751-6993 or Tc

Notes: Trey Cantu no longer works here. Contact provided and C not out for bid yet. Working with SJ Louis was pretty meetings, excavation, etc.). On schedule, was wonderful. B

Project 5

SAWS Central Water Integration Pipeline Segment 5-2

Project Scope: Welded steel water main, sewer and electric

Project Cost: $3,829,046.60

Contact: Tracee Wulff (Owner) at 210-789-9910 or

Notes: Left voicemail for call-back.

Austin Eng	Patin Const	CC Carlton
#REF!	**#REF!**	**#REF!**
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#REF!	***#REF!***	***#REF!***
0	0	1
0	0	2
0	0	0
0	0	1
0	**0**	**4**
0	**0**	**0**
Y	N	Y
N	N	N
N	N	N
44 Years	17 Years	24 Years
Y	Y	N
N	N	N
N	N	N
N	N	N
N	N	N
Y	N	Y
N	N	N
N	N	N
3.5	**3.3**	**1.7**
7	10	0
7	10	0
7	0	10
0.0	**0.0**	**0.0**
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
3.5	**3.3**	**1.7**

ansmission Waterline Project

) or MGL@SPMWD.net

e Project - Phase 3

) or MGL@SPMWD.net

) to Gholson GST
ectional drilling, wastewater improvements

r CharlesL@WacoTX.gov

on main Segments A, B, and C
es, Multiple Tie-ins, Tunneling, Paving and restoration

cantu@WTCPUA.org
d 512-897-0970 for the operations manager, Erik Morgan. Segment A complete, ongoing B
y smooth. Punchlist / final stuff was tougher. Big ticket items went well (pipe work,
udget was on budget for what was in SJ Louis' control. Few change orders design-related.

cal work, paving restoration

Tracee.Wulff@SAWS.org

AGENDA ITEM REPORT

13.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-219 authorizing the City Manager to execute an Individual Project Order (IPO) with WSB LLC in the amount of $346,500 for the Ed Schmidt Improvements (T-10) project (Matt Rector)
Meeting:	Thursday, November 2, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On September 7, 2023 the City Council approved Resolution no. R-2023-191 regarding Rotation List for Transportation and Drainage Engineering professional services with five consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

The scope of work includes design, bid, and construction phase services for the Ed Schmidt Improvements project located between US 79 and Limmer Loop. The Engineer's scope of services includes project management, field surveying, preliminary engineering, traffic analysis, environmental services, utility coordination, TxDOT coordination, plans, specifications, and estimate preparation bid phase services, construction phase services, and project closeout services.

The purpose of this item is to award an Individual Project Order (IPO) to WSB LLC as an approved consultant of the City's selected firms on the Transportation and Drainage rotation list.

SUMMARY OF REQUEST:

Approval of resolution as presented

STAFF REVIEW:

Staff recommends approval

AGENDA ITEM REPORT

13.3.

FISCAL NOTES:

This project is being funded by the Emory Crossing Community Benefit Fee Fund (41-040-060-6708). The budget for this project in FY 2024 is $650,000. There are no encumbrances to date for this project. If this IPO amendment is awarded, there will be $303,500 in remaining funds available for this project in FY 2024.

The Emory Crossing Community Benefit Fee has $1,000,000 available, and if this contract is awarded, there will be $653,500 remaining.

ATTACHMENTS:

1. Ed_Schmidt_Improvements_Project
2. 11.1 R-2023-219 WSB Resolution for Ed Schmidt Impr
3. WSB IPO Ed Schmidt Imp 11.1

Ed Schmidt Improvements Project

RESOLUTION NO. R-2023-219

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A TASK ORDER BETWEEN WSB LLC AND THE CITY OF HUTTO IN THE AMOUNT OF $346,500 FOR THE ED SCHMIDT IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City") selected WSB LLC to be included as part of the Transportation and Drainage rotation list and entered into Master Services Agreement dated September 21, 2023; and

WHEREAS, the City Council desires to execute a task order with WSB LLC, pursuant to the Master Services Agreement, in the amount of $346,500 for services related to the Ed Schmidt Improvements Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute a task order with WSB LLC, in the form included in the contract documents and approved by the City Attorney, for the contract price, and within the contract time in accordance with other terms and conditions of the contract documents agreed to by WSB LLC; and

WHEREAS, the City Council authorizes the City Manager to execute any change orders to the contract that are less than $50,000.00.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Task Order, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

TASK ORDER #23-005D-002

Proposed TRANSPORTATION ROTATION LIST

In accordance with Agreement for On Demand Services Transportation Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
   a. Effective Date of Task Order #23-005D-002: September 21, 2023
   b. Owner: City of Hutto
   c. Vendor: WSB LLC

Specific Project (title): Ed Schmidt Improvements, between US79 and Limmer Loop

1) Scope of services for Ed Schmidt Improvements, between US79 and Limmer Loop will include the following services: Design of the short-term improvements only, per the Preliminary Engineering Report, to improve safety and operation of traffic and pedestrians along Ed Schmidt Blvd.

   The project includes design, bid, and construction phase services for adding sidewalks along east and west sides of Ed Schmidt Blvd, adding a eastbound right-turn base and northbound right turn bay at Limmer Loop, adding a mid-block pedestrian crossing north of Lowe's, converting the center turn lane to a raised median with vegetation, and perform a speed study to verify posted speed limits along the corridor.

   The Engineer's scope of services include project management, field surveying, preliminary engineering, traffic analysis, environmental services, utility coordination, TxDOT coordination, plans, specifications, and estimate preparation (including roadway, signage, markings, traffic control, erosion control for 60%, 90%, and final submittal packages), bid phase services, construction phase services, and project closeout services.

   Refer to attached scope and fee proposal for details of scope.

   Task 1 – Project Management

   Task 2 – Preliminary Engineering (30% design)

   Task 3 – Final Design: PS&E

Task 4 – Traffic Engineering/Traffic Studies

Task 5 – Environmental Investigation and Permitting

Task 6 - Utility Relocation Coordination

Task 7 – Survey

Task 8 – Geotechnical – Not included

Task 9 – Advertisement & Bidding Phase Services

Task 10 – Construction, Engineering, and Inspection

2. Fee: NTE $346,500

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **9-22-23**, 2023 at 12PM CST.

Point of Contact
Matt Rector
City Engineer
Matt.Rector@HuttoTX.gov
512-759-4025

Any questions must be In writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.
The Effective Date of this Task Order {#23-005D-002} is September 21, 2023.

OWNER:
s

By:

Print Name:

Title: _____

CONSULTANT: WSB LLC

By:

Print Name: Jay Kennedy, PE

Title: Vice President, Principal in Charge

ADDENDUM TO TASK ORDER # 23-005D-002

October 6, 2023

By my signature below, I hereby certify and verify that all the provisions of Master Services Agreement for WSB LLC. Paragraph 18. Miscellaneous Provisions, (i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS, have been complied with and that the HB 1295 Form is on file with the City Secretary and that I will not Boycott Israel, Energy Companies or Firearm Entities or Trade Associations.

CONSULTANT: WSB LLC

By:

Print Name: Jay Kennedy, P.E.
Title: Vice President, Principal in Charge

Exhibit A

Ed Schmidt Blvd Improvements
Hutto, Texas

I. Scope of Services

1. Task 1 – Project Management

A. Project Coordination and Administration
   1) Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives.

B. Project Administration
   1) Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
   2) Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.

C. Quality Assurance and Quality Control (QA/QC) Plan:
   1) Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
   2) For each deliverable submittal, provide evidence upon request of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
   3) Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

D. Project Coordination & Administration:
   1) Prepare and maintain routine project record keeping including records of meetings and minutes.
   2) Correspondence and coordination will be handled through & with the concurrence the City.
   3) Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to Project-related inquiries.

E. Progress/Coordination Meetings (3 external meetings assumed):
   1) Attend a kickoff meeting and coordination/progress meeting with the City and its representatives, as necessary to communicate development of the project and design issues.
   2) Prepare agenda and sign-in sheets for external coordination/progress meetings.
   3) Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
   4) Conduct internal coordination meetings as required to advance the development of the project.

F. Scheduling:
   1) Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

G. Public Engagement Meetings (1) with Council workshops (1)
   1) Develop exhibits for and attend Public Engagement meetings, and Council Workshops (2 total meetings)

H. Deliverables:
   1) Progress reports and invoicing
   2) QA/QP Plan and documentation of execution
   3) Meeting agendas and minutes
   4) Project development schedule

2. Task 2 – Preliminary Engineering (30% design)

A. Data Collection
   1) Develop design criteria and meet with City to achieve consensus on design approach.
   2) Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, floodplain data, floodplain and drainage models and analyses, and existing and proposed utility plans. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain approved and proposed plats of development projects withing the corridor.
   3) Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
   4) Acquire and assemble property boundary and ROW limits from Williamson County Tax Office records.
   5) Develop and maintain adjacent property ownership information

B. Develop preliminary roadway geometrics

1) Develop layouts of typical sections, proposed roadway improvements.

C. Develop preliminary pedestrian improvements layout
   1) Develop roll plot layout of proposed pedestrian improvements including sidewalks, ramps, and crosswalk locations
   2) Confirm that pedestrian improvements fit within existing ROW or accommodating easements

D. Develop preliminary Traffic Control Plan (TCP)
   1) Develop roll plot layout of phases and limits of work zones, and location of traffic during those phases
   2) Identify / recommend vehicular and pedestrian detours as needed to construct the proposed improvements

E. Develop preliminary cost estimates for proposed improvements

F. Council Workshop (1) attendance and presentation of preliminary design

G. Deliverables:
   1) Summary of Design Criteria
   2) Typical Section layouts
   3) Proposed roadway improvement roll plot layout
   4) Proposed pedestrian improvement roll plot layout
   5) Proposed TCP roll plot layout
   6) Preliminary cost estimates for 3,4 above

3. Task 3 – Final Design: PS&E

A. 60%/90%/Final Plans, Specifications & Estimates development and reviews Develop the following PS&E deliverables:
   1) Title Sheet
   2) Index
   3) Project Layout
   4) Traffic Control Plan with advanced warning signs, detour plans (if needed) and sequence of construction narrative
   5) Removal Plans
   6) Horizontal Alignment Data sheet
   7) Roadway Plan/Profile sheets
   8) Limmer Loop Intersection Layout sheets
   9) Driveway layouts and detail sheets
   10) Pedestrian improvement Layouts
   11) Signing and Striping Layouts
   12) Existing Utility Layout sheets
   13) Cross sections (50' intervals)
   14) Develop Project Manual with all required Williamson County
   15) Develop General Notes compliant with City and Williamson County
   16) Develop Specification list including required special provisions and special specifications for City and Williamson County
   17) Develop City and Wilco compliant Construction Duration Schedule
   18) Develop Estimate of Probable Construction Cost

4. Task 4 – Traffic Engineering/Traffic Studies

A. Performance speed study

5. Task 5 – Environmental Investigation and Permitting

A. Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.

B. Develop a constraints map that includes environmental concerns, known constraints (structures, floodplain), aerial photography, contour information, utility information, based on research of public databases and sources and details screening measures.

C. Identify environmental constraints and permitting requirements.

D. Develop a plan for obtaining approvals and permits in a timely manner.

6. Task 6 - Utility Relocation Coordination

A. Identify conflicts based on utility location data collected from Dig-TESS / Survey data collection

B. Coordinate with City, utility providers to identify any additional utilities that are potentially in conflict

C. Identify locations requiring SUE data (Level A SUE)

D. Coordinate with SUE provider to collect required data

E. Incorporate SUE data into cross sections as required to provide details needed for utility clearance

7. Task 7 – Survey

A. Fieldwork for topographic surveying, referencing Texas State Plan Coordinate System. This topographic survey will include one-foot contours.

B. Survey the corridor area including identifying existing landowners, deed recordation information, locate visible improvements including utility appurtenances, driveways, drainage structures, edge of pavement/shoulder, physical

centerline, guardrails, fences, signs, mailboxes, trees (include reference numbers to any tagged trees), and locate property boundaries sufficient to establish rights-of-way.

C. Establish horizontal and vertical project controls and set benchmarks for use during construction.
D. Contact Texas 811 to obtain underground utility location within project limits. Collect data of Texas 811 utility location markings and any utility identification data. Include existing utility location data in topographic data file.

8. Task 8 – Geotechnical

A. Reserved.

9. Task 9 – Advertisement & Bidding Phase Services

A. Attend Pre-bid meeting, develop and distribute Pre-bid Meeting Minutes
B. Respond to Bidders' Requests for Information (RFI)
C. Document RFI responses and transmit info to prospective bidders
D. Develop Addenda as needed (up to 3)
E. Attend Bid opening, develop and distribute bid opening meeting minutes
F. Review bids, identify bid discrepancies
G. Recommend successful Bidder to City

10. Task 10 – Construction, Engineering, and Inspection

A. Conduct Pre-Construction Meeting, develop and distribute Meeting Minutes
B. Coordinate with Contractor on a bi-weekly or greater basis with face-to-face meetings with the contractor at a minimum monthly
C. Review Material Specification submittals and advise of compliance with contract requirements
D. Review material on hand quantities and confirm compliance with contract requirements
E. Review and respond to RFI's (up to 3)
F. Develop Change Order design details and quantity/cost documentation
G. Review Payment Applications, confirm contract compliance
H. Coordinate TDLR permitting
I. Develop As-Built / Record drawings
J. Project closeout

II. Compensation

<u>NTE</u>

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of $346,500 as detailed below.

Task 1 – Project Management	$50,000
Task 2 – Preliminary Engineering (30% design)	$15,000
Task 3 – Final Design: PS&E	$140,000
Task 4 – Traffic Engineering/Traffic Studies	$15,000
Task 5 – Environmental Investigation and Permitting	$15,000
Task 6 - Utility Relocation Coordination	$15,000
Task 7 – Survey	$50,000
Task 8 – Geotechnical	
Task 9 – Advertisement & Bidding Phase Services	$5,000
Task 10 – Construction, Engineering, and Inspection	$40,000
Expenses	$1,500
TOTAL	**$346,500**

III. Assumptions

1. City intends to construct short- and long-term improvements identified in the PER report dated August 2023.
2. City provided traffic data collected is valid and acceptable by the City.
3. Condensed timeline to meet City's goal to design, advertise, and initiate construction by Sept 30, 2024.

IV. Exclusions

1. The following items are excluded from this Agreement; however, Consultant can provide these services for additional compensation by an Amendment for Additional Services (AAS).
   A. Geotechnical engineering
   B. Drainage analysis
   C. ROW or easement acquisition
   D. Drainage pond design
   E. Individual property owner meetings
   F. Traffic data collection
   G. Applying for and obtaining environmental permits

H. Archaeological study
I. TxDOT NEPA documentation
J. Nationwide Permit (NWP) 14
K. CLOMR or LOMR
L. Identification, permitting and removal of hazardous materials
M. On-site construction inspection
N. Water quality provisions
O. TxDOT Coordination
P. Right-of-entry notifications/requests/approvals
Q. Geotechnical Exclusions: This proposal does not include activities and corresponding costs that may be associated with the following:
    1) Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
    2) Regrading the site or portions of the site after drilling activities are completed;
    3) Site safety meetings that may be required; or
    4) Encountering hazardous or contaminated soils or substances during field activities.

AGENDA ITEM REPORT

13.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-286 authorizing the City Manager to execute an agreement with STR Constructors for $33,000 for pre-construction services for Fritz Park (Matt Rector)
Meeting:	Thursday, November 2, 2023
Department:	Community Services /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On July 6, 2023, during a meeting of the City Council, Resolution 2023-145 was approved. This resolution granted the City the authority to enter into an agreement with Burditt Consultants for architectural services related to Fritz Park Improvements. A key part of this decision was the inclusion of a Construction Manager-At-Risk (CMAR) for the project, specifically for the Fritz Park renovation.

This request is to recommend the award of a professional services contract to STR Constructors for the role of the general contractor as the Construction Manager-at-Risk (CMAR) for the Fritz Park Improvements project.

The City of Hutto opted for a two-phase process to select the CMAR. First, a Request for Qualifications (RFQ) was issued to determine the recommended Contractor, followed by negotiations for pre-construction services during the project's design phase. The RFQ was meticulously managed by a Review Team, consisting of the Capital Improvement Program (CIP) Engineer, the Procurement department, and the Parks and Recreation Director. The initial advertisement notice was published on August 27, 2023, via BidNet on August 28, 2023, with a second advertisement notice on September 3, 2023. Additionally, there was an opportunity for a site visit and information session on September 7, 2023, before the bid opening, which took place on September 28, 2023.

The CMAR RFQ was designed to ensure the selection of a general contractor with the necessary resources, experience, and qualifications to provide CMAR services for the Fritz Park Improvements' design, pre-construction, and construction phases. The City of Hutto received Statements of Qualifications (SOQs) from two CMAR candidates: MRI Builders and STR Constructors. These SOQs were evaluated by the Review Team on October 3, 2023. According to the Texas Local Government Code Chapter 2269, Subchapter F, the first step involves the receipt, review, scoring, and ranking of SOQs to assess the information. Following this ranking, the City decided to proceed with an interview of the top general contractor, STR Constructors, based on their relevant experience in park renovation and the completeness of their application. Regrettably, MRI Builders did not possess the necessary experience and failed to provide a complete application.

The first step concluded after the in-person interview on October 13th, with the Review Team and Burditt Consultants determining that STR Constructors is the preferred CMAR general contractor for the Fritz Park Improvements project. The final and second step of the CMAR process involves the receipt of a proposal packet from the general contractor for performing pre-construction services, including Constructability Reviews, Value Engineering Recommendations, and Estimating Services Fees. These will be reviewed in the final stages of the design process, leading to the establishment of a Guaranteed Maximum Price (GMP).

Key Dates:
August 27: Initial advertisement notice in Taylor Press
August 28: RFQ released via BidNet
September 3: Second advertisement notice in Taylor Press
September 7: Optional Site Visit
September 28: Bid opening
October 3: Staff review of bids
October 13: Interview with CMAR candidate

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This project is being funded by the 2024 General Obligation Park Bond Funds (to be renamed to the 2023A General Obligation Bond Funds; 17-040-039-6702). The anticipated closing date for this $11 million bond issuance is November 29, 2023. Finance recommends utilization of Park Improvement funds for this project until bond proceeds have been received.

ATTACHMENTS:

1. Hutto Res Fritz Park Precon Services R-2023-286
2. Exhibit A - STR Agreement
3. Exhibit B
4. CMAR Fritz Memo Recommendation
5. Conflict of Interest
6. House Bill 89 Verification

RESOLUTION NO. R-2023-286

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PRECONSTRUCTION SERVICES FOR FRITZ PARK WITH STR CONSTRUCTORS AND THE CITY OF HUTTO, TEXAS; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to execute an agreement with STR Constructors for $33,000 for preconstruction services for Fritz Park.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes to execute an Agreement with STR Constructors for $33,000 for preconstruction services for Fritz Park, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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EJCDC® CMAR-525, Agreement between Owner and Construction Manager at Risk.
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GUIDELINES FOR USE OF EJCDC® CMAR-525, AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

1.1 Agreement Between Owner and Construction Manager at Risk

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor (in this case the Construction Manager at Risk, also referred to as CMAR), binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2020), Section 7.3, p. 306, and CSI Construction Specification Practice Guide (2021), Section 3.3, p. 37. This EJCDC Agreement form serves that basic function, by identifying the parties and the Contract Documents, and establishing the Contract Price and Contract Times.

This Agreement form is drafted to be flexible enough to be used on Construction Manager at Risk projects for public and private contracts, whether awarded through a formal proposal process or as the result of direct negotiations.

The Engineers Joint Contract Documents Committee® (EJCDC) prepares and publishes standard contract forms for construction contracts, as well as bidding-related documents. EJCDC's Construction Series (C-Series) has been in publication for many decades, in various editions, and is comprised of construction contract and bidding-related documents for projects in which the Owner's primary representative during construction is the Engineer. The new (as of 2023) EJCDC Construction Manager at Risk Series (CMAR Series) is intended for projects in which the Owner engages a Construction Manager at Risk to provide consulting services during the project design phase, and later serve as contractor for the construction of the project. This Agreement form is specifically intended for Construction Manager at Risk (CMAR) contracts.

CMAR-525 is modeled closely on both EJCDC®C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018) and EJCDC®CMA-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee)—Construction Manager as Advisor Series (2021), borrowing key elements from each. These documents contain many similar provisions. CMAR-525 also borrows concepts and wording from EJCDC's professional services agreements (such as EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, 2020) to address the CMAR's Preconstruction Services and Procurement Services obligations.

2.0 OVERVIEW OF THE CMAR AGREEMENT PROCESS

The selection process for the CMAR is typically initiated so the CMAR is on-board as the Preliminary Design Report is in its final draft stages. The CMAR serves in an advisory role to the Owner, Owner's Advisor, and Engineer as the design is being developed, with the focus on matters of cost and time for construction of the project, constructability, material and equipment selections, allocation and mitigation of risks and procurement strategies. CMAR also develops strategies to be implemented during construction for contract administration, quality management, site safety, and management of the site.

As soon as the CMAR has assessed the Owner's Construction Budget and anticipated time for construction, it will develop a procurement strategy plan to determine the best way to procure equipment and materials, identify logical work packages to expedite construction, and encourage competition by

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prospective subcontractors and suppliers. The CMAR may recommend that long-lead equipment and materials be purchased in advance, even if such items will be installed by a subcontractor, or that early work packages be bid while the design is progressing, all while working to deliver the project within the Owner's budget. To accomplish this build/buy while designing, the Owner may issue Work Authorizations allowing equipment and materials to be purchased and Work to progress before the design is complete. Given that Work will often begin before the design of the project is complete, and Work is authorized in stages, the CMAR agreement must be sufficiently flexible to deal with the uncertainties in determining the cost and time for delivering the project. This obviously requires a great deal of collaboration between the CMAR and the Engineer, Owner, and Owner's Advisor, and flexibility not found in a typical design-bid-build construction project.

Unlike the construction contractor in a traditional project covered in the C-Series documents, the CMAR provides Preconstruction Services and Procurement Services, which are typically compensated on the basis of hourly billing rates. Costs for these services are submitted as part of the Proposals but are not part of the scoring process which considers price. It is recommended that these costs not be included in the selection criterion, so Proposers are not encouraged to cut these costs in order to establish a more favorable position during the selection process. These costs are typically not significant compared to the cost of constructing the project, and the costs of these services should more than be recovered by construction cost savings. These costs are part of the Contract Price and are included in Exhibit A as part of the estimated Contract Price.

The cost of construction has three components: Construction Support Costs, the Cost of the Work, and the CMAR Fee. Construction Support Costs, sometimes referred to as general conditions costs, are based on the requirements for managing the project typically covered in Division 00 and in the Division 01 specifications, and on issues related to site logistics. The CMAR is asked to estimate these costs based on a specified period for construction. These proposed costs are reimbursed on a monthly basis.

Because the project is in the early stages of design when the Owner and CMAR enter into the Contract, it is not practical to fix the cost of building the project (construction cost) with any degree of certainty. The CMAR is typically asked to propose a CMAR Fee and CMAR Contingency Allowance amount as a percentage of the estimated Cost of the Work in response to a Request for Proposals. The Owner typically provides Proposers with an estimated Cost of the Work and an estimated number of days in the Construction Period, usually developed by the Owner's Advisor, so the Proposers can use this to develop pricing an estimated Guaranteed Maximum Price (GMP). The actual GMP is determined later when the design of the Work is more developed, and the Cost of the Work and time required for construction can be determined with a greater degree of accuracy.

The Owner may, at its discretion, include an Owner's Contingency Allowance to cover unforeseen increases in the scope of the Work in the Contact Price. This contingency allowance is not part of the estimated GMP but should be included in the Contract Price which will be used to determine the amount for which the Contract will be awarded.

The Contract Price, which is an estimated cost when the Agreement is signed, is the total of the selected CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency Allowances, and the Owner's Contingency Allowance, if any. The Contract Price included in this Agreement, calculated in Exhibit B Basis of Compensation, is based on the amounts proposed by the selected CMAR for CMAR Services, Construction Support Cost, CMAR Fee, and CMAR Contingency Allowance presented in its Proposal as may be modified as the results of negotiations between the Owner and selected CMAR.

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Negotiations should be conducted only with the most highly ranked Proposer and be based on changes in scope, terms, and conditions that reallocate risk or other substantive changes. As the Cost of the Work is still to be determined, changes in the Contract Price typically result from changes in the scope of CMAR Services, Construction Support Costs, the CMAR Fee, or the CMAR Contingency Allowance. The Owner may choose to change the Owner's Contingency, if such a change appears to be prudent to increase or decrease the amount set aside for future changes. Should the Owner and CMAR not be able to agree on any proposed negotiated changes, Owner and CMAR may agree to move forward based on the Contract Price based on the costs originally presented in the Proposal, or the Owner may choose to formally terminate negotiations and begin negotiations with the next most highly ranked Proposer. Laws and regulations may preclude Owner from returning to the previous Proposer. Changes resulting from negotiations should be documented to clearly show the difference in the Contract Documents resulting from negotiations. This may be done using the Contract Amendment form.

3.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

While preparing this document for use on a specific project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in the following related EJCDC documents:

EJCDC Doc. No.	Document Title	Edition
CMAR-200	Request for Qualifications—Construction Manager at Risk Series	2023
CMAR-210	Statement of Qualifications—Construction Manager at Risk Series	2023
CMAR-400	Request for Proposals—Construction Manager at Risk Series	2023
CMAR-410	Proposal—Construction Manager at Risk Series	2023
CMAR-545	Work Authorization — Construction Manager at Risk Series	2023
CMAR-700	Standard General Conditions of the Construction Contract—Construction Manager at Risk Series	2023
CMAR-800	Supplementary Conditions of the Construction Contract— Construction Manager at Risk Series	2023

Other documents that provide additional information or guidance for the use of this document include the following:

EJCDC Doc. No.	Document Title	Edition
C-001	Commentary on the 2018 EJCDC Construction Series Documents	2023
CMAR-001	Commentary on the 2023 EJCDC Construction Manager at Risk Series Documents	2023

4.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to conflicting requirements, confusion, and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521™, Uniform Location of Subject Matter, when preparing construction

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documents. EJCDC® N-122/AIA® A521™, is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

In addition, the current editions of MasterFormat and SectionFormat, published by the Construction Specifications Institute, provide useful guidance on the location of information and requirements in construction documents.

5.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the document. These notes are intended to provide guidance and instructions to the user in the preparation of the document and are not intended to be included in the completed document.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the paragraph, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situations are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used. Paragraphs will automatically renumber when unused paragraphs are deleted.

Notes to User may also be presented directly in the body of the text. Directions within the body of the text are presented with the instructions in bold font and enclosed within brackets to allow these directions to be easily recognized. See Paragraph 6.1.B for instructions for final editing.

6.0 EDITING THIS DOCUMENT

6.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

A. Remove the cover pages which consist of the title pages, and these Guidelines for Use.

B. Type in required information as indicated by brackets (**[ ]**). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, for example change "**[Project Name]**" to "Peach Street Renovation" (without brackets or bold, or quotation marks).

C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.

D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all "Notes to User" after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

E. Complete tables, if any.

F. Address check-boxes, if any, by clicking the appropriate box.

G. Delete Guidance Notes.

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H. Update the Table of Contents, if used, to reflect actual page numbers or changes in article or paragraph titles after these Guidelines for Use have been deleted and all other changes have been made.

7.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2023 EJCDC® Construction Manager at Risk Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **City of Hutto** ("Owner") and **STR Constructors, LLC**("Construction Manager at Risk" or "CMAR").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

HUTTO FRITZ PARK IMPROVEMENTS

RFQ NO. 2023-11

ARTICLE 2—OWNER'S ADVISOR AND ENGINEER; OWNER'S PROJECT TEAM

2.01 The Owner has retained **City of Hutto Representative** (Owner's Advisor or OA) to act as Owner's representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner's Advisor in the Contract.

2.02 The Owner has retained **Burditt** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

3.01 Scope of CMAR Services

A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.

B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

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3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CMAR to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.

C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CMAR Services

A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.

B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CMAR Services

A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services. Such compensation is subject to the not-to-exceed limit shown for Price for CMAR Basic Preconstruction Services in Table 1.

B. Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CMAR Services, for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services. Such compensation is subject to the not-to-exceed limit shown for Price for CMAR Basic Procurement Services in Table 1.

C. The compensation amount for Basic Procurement Services will be determined in a Contract Amendment for Procurement Services based on the Billing Rates shown in Exhibit B—

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Table 4, Compensation for CMAR Services. The scope and compensation for these services will be based on the Procurement Strategy Plan developed in accordance with Exhibit A—Scope of Work for CMAR Services, Paragraph 1.13.

3.05 Compensation for Additional CMAR Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services.

3.06 Compensation for Special Services

A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.

2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

1. Payment for CMAR Services compensated on a Lump Sum (stipulated price) basis:

a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.

b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.

c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

2. Payment for CMAR Services compensated using Hourly Billing Rate basis:

a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.

b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.

c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:

1) Transportation and subsistence;

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2) Technology charges and data charges associated with the use of computers and tablets;

3) Printing and reproduction of documents;

4) Health and safety related equipment and training; and

5) Special equipment used for CMAR Services.

3. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Services within **[10]** days after receiving an approved invoice from the Owner's Advisor.

2. If Owner fails to make any payment due CMAR for CMAR Services within 30 days after receipt of CMAR's invoice, then:

a. Amounts due CMAR will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and

b. CMAR may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CMAR for this suspension.

3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 6-9;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.

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4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
2. Management of Subcontractors and Suppliers;
3. Management of delegated professional design services, if any;
4. Costs associated with safety programs, including safety managers and safety representatives;
5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;
10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,
    c. Submittals, record data, and other documentation,
    d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
    e. Changes to the CMAR Contract per Article 11 of the General Conditions,
    f. Applications for Payment per Article 15 of the General Conditions,
    g. Maintenance of Record Documents, and
    h. Other contract administration costs included in the Contract Documents;

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11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;

12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;

13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;

14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than $500.

15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;

16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;

17. Costs associated with substantial completion, partial utilization, and final completion; and

18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

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5.04 Changes in Construction Support Costs

A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:

1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and

2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or

2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to

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those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.

C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

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1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.

   a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

   b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (https://equipmentwatch.com/blue-book-cost-recovery) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

   c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

   d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.

   e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.

3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.

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4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.

3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8.

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6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.
8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit B Table 1. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

A. The CMAR Contingency Allowance funds, shown in Exhibit B Table 1—Estimated Guaranteed Maximum Price, are for the exclusive use of CMAR while executing the Work, to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.

B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.

C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;
2. Corrective work, regardless of fault if non-conformance is unintended;
3. Subcontractor defaults;
4. Overruns in Construction Support Costs;
5. Builder's Risk deductibles;
6. Verified excusable errors in estimates; or
7. Non-compensable overtime and other acceleration costs.

D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.

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E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.

G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.

H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.

I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.

D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.

E. CMAR is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

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ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).

B. CMAR may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work, subject to the following limitations:

1. CMAR may not self-perform more than **10** percent of the total scope of Work under this Contract, as determined on a monetary basis. This percentage applies to the Contract as a whole and does not impose a limitation on specific Work Authorizations. CMAR may self-perform all of the Work in a single Work Authorization so long as the percentage of Work on the total scope of Work for the Contract is within these limitations.

C. CMAR must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.

D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CMAR Fee (Article 7); and

D. CMAR's Contingency Allowance Amount (Article 8).

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11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.

11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:

A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.

B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

11.04 Owner's Construction Budget

A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.

B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.

C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.

1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.

2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.

3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.

a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.

b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

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11.05 Options for Costs Exceeding the Owner's Budget

A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:

1. Approve an increase in the Owner's Construction Budget in writing.
2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.

B. If Owner selects the option described in Paragraph 6.05.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

C. If Owner selects the option described in Paragraph 6.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.

D. If Owner selects the option described in Paragraph 6.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer

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have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.

B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor on or about the **7th** day of each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less

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the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **5** percent of the value of the Work completed, with the balance being retainage.

1) If 50 percent or more of the Work under a Work Authorization has been completed, as determined by Owner's Advisor, and if the character and progress of the Work have been satisfactory to Owner, Owner's Advisor, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Owner's Advisor, and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work, with the balance being retainage.

13.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

A. All amounts not paid when due will bear interest at the rate of **3** percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.

B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

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ARTICLE 15—CONTRACT TIMES

A. The Work will be substantially complete on or before **June 30th 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30th 2025**.

B. The dates by which the Work will be substantially complete, and by which the Work will be completed and ready for final payment, will be set out in a Contract Amendment and comply with provisions of Article 15.

15.02 Liquidated Damages

A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:

1. Substantial Completion–CMAR shall pay Owner $**100** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.

2. Completion of Remaining Work–After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner $**100** for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones CMAR shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.

4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

A. CMAR shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of CMAR's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Substantial Completion, as duly adjusted pursuant to the Contract, until the Work is substantially complete.

B. After CMAR achieves Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CMAR shall reimburse Owner for the actual costs reasonably incurred by Owner for construction management, engineering,

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construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Work to be completed and ready for final payment, as duly adjusted pursuant to the Contract, until the Work is completed and ready for final payment.

C. The special damages imposed in this Paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. General Conditions.
3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications.)
5. Drawings and Specifications completed as of the Effective Date of the Contract: **TBD**
6. Exhibits to this Agreement (enumerated as follows):
   a. Exhibit A, Scope of CMAR's Services;
   b. Exhibit B, Basis of Compensation; and
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Contract Amendments;
   b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
   c. Work Authorization Modifications;
      1) Work Change Directives;
      2) Change Orders; and
      3) Field Orders.
   d. Performance and Payment Bonds; and
   e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations:

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1. CMAR has examined and carefully studied the Contract Documents, including Addenda.
2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CMAR has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

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1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:	CMAR:
_____ *(typed or printed name of organization)*	STR Constructors, LLC *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: 10/23/2023 *(date signed)*
Name: _____ *(typed or printed)*	Name: John Robinson *(typed or printed)*
Title: _____ *(typed or printed)*	Title: CEO *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	15500 Highway 29 W
_____	Liberty Hill, TX 78642
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: John Robinson *(typed or printed)*
Title: _____ *(typed or printed)*	Title: CEO *(typed or printed)*
Address:	Address:
_____	15500 Highway 29 W
_____	Liberty Hill, TX 78642
Phone: _____	Phone: (512) 515-0254
Email: _____	Email: john@strconstructors.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: Texas

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EXHIBIT A–SCOPE OF CMAR SERVICES

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and Teams CMAR's plan for implementation of Preconstruction Services.

2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **bi-weekly**.

B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.

2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.

B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.

C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents,

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and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:
   a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
   b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
   c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
2. Constructability, including sequencing or coordination issues:
   a. Adequacy of details for construction;
   b. Potential conflicts during construction;
   c. Feasibility of construction;
   d. Construction sequencing;
   e. Ability to coordinate among Subcontractors and Suppliers; and
   f. Coordination between Contract Documents.
3. Operability:
   a. Ability to minimize disruptions to existing operations;
   b. Ability to complete construction connections to existing facilities or utilities;
   c. Modifications to facilitate initial start-up and/or performance testing; and
   d. Ability of Owner to operate/maintain the facility when completed.
4. Possible use of patented, licensed, or copyrighted products.
5. Requirements for Subcontractor and equipment and materials procurement.
6. Completeness, consistency, and clarity.

E. Subsurface conditions and Underground Facilities

1. Review information made available by Owner.
   a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.
   b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding

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Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.

2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.

F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.

G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

H. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.

I. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CMAR's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.04 Construction Management Plan and Implementation

A. Provide and implement a written Construction Management Plan that incorporates the following elements:

1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
4. Construction contract administration;
5. Cost management;
6. Time management;
7. Quality management;
8. Risk management;
9. Safety management;
10. Site management and environmental controls;
11. Regulatory requirements and permits;
12. Procurement Strategy Plan.

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B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.

B. Communications

1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.

2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.

B. Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:

1. Completion of preliminary design documents by the Engineer and approval by the Owner.

2. Completion of design development documents by the Engineer and approval by the Owner.

3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.

C. Assist OA in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

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E. Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.

C. Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.

D. Revise the master schedule after the GMP is established.

1.08 Quality Management

A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the General Requirements.

1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.

3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.

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4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.

6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.

B. Identify additional information that will help with risk assessment.

C. Provide recommendations for appropriate allocation of construction risks.

D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.

E. Review legal requirements for subcontractor and equipment procurement for risk impacts.

F. Suggest procurement strategies to minimize risk.

1.10 Safety Management

A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.

B. The Health and Safety Plan is to include at least the following information:

1. Background information identifying the CMAR, Project description, and location;

2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;

3. Role of safety representative (see General Conditions, Paragraph 7.16);

4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;

5. Objectives of the Health and Safety Plan;

6. Administration and enforcement of the Health and Safety Plan;

7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;

8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;

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9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:

1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
3. Storage facilities, parking, and construction equipment storage and maintenance;
4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
5. Site security, site safety, and emergency responses;
6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
8. Reference data and control points; and
9. Cleaning during construction and containment and disposal of waste materials.

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B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.

C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.

B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.

C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.

E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.

F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.

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ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

2.01 Diverse Business Enterprise (DBE) Program Implementation

A. Identify potential contracting opportunities for DBE Subcontractors and Suppliers to meet Project DBE participation goals.

B. Identify materials and equipment for which no opportunity for DBE participation exists to assist the Owner in developing realistic DBE participation goals based on available opportunities.

C. Determine the eligible contract costs associated with each proposed Work Package.

D. Propose realistic DBE participation goals for the Project, expressed as a percentage of eligible contract costs, considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity.

E. Determine if Owner's DBE participation goals for the Project, expressed as a percentage of eligible contract costs, is achievable when considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity. Propose the participation goals which are considered to be achievable.

F. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

2.02 Value Engineering Studies

A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.

C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

2.03 Start Up and Commissioning Program

A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work

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with Owner's Advisor to develop a table of roles and responsibilities for CMAR team and the OPT.

B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.

C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.

D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.

F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

2.04 Surveys and Drawings

A. Provide field surveying required for the preparation of designs and drawings.

B. Provide Geographic Information System (GIS) mapping services or assistance with these services.

C. Prepare property, boundary, and right-of-way surveys; prepare easement and deed descriptions; conduct related title searches and examination of deed records.

2.05 Regulatory Agencies

A. Assist OPT in preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **[include reference]**.

B. Additional meetings with local, state, and federal agencies in excess of those described in **[include reference]**.

2.06 Additional Inspections and Quality Management

A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.

B. Unscheduled Post-Completion Inspections as required per Paragraph **[include reference]**.

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2.07 Studies, Reports, and Investigations

A. Provide geotechnical investigations, studies, and reports.

2.08 Additional Copies of Documents

A. Furnish additional sets of printed documents created by the CMAR.

ARTICLE 3—BASIC PROCUREMENT SERVICES

3.01 Project Management

A. Participate in Project Meetings

1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.

2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **[weekly]** at times when procurement activities for Work Packages are underway.

B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.

C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:

1. Bid opportunities for Work Packages;

2. Special requirements of the Contract Documents;

3. Prevailing wage requirements;

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4. Equal employment opportunity requirements; and

5. Diverse Business Enterprise requirements, if any.

B. Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.

B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.

B. Where allowed by state Laws and Regulations, the CMAR may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CMAR proposes to perform with its own resources. The CMAR must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CMAR will be allowed to self-perform that Work for which the CMAR's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

C. Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CMAR.

D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.

E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.

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F. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.

H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.01 Diverse Business Program Implementation

A. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

B. Notify Owner if a qualified DBE Subcontractor or Supplier submits a bid but has submitted a higher bid price than a qualified non-DBE Subcontractor or Supplier. Work with the Owner to determine if the subcontract is to be awarded to the higher priced DBE subcontractor. Adjust the GMP accordingly.

4.02 Prequalification of Bidders

A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CMAR will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.03 Additional Work Packages

A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

4.04 Regulatory Agencies

A. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **[include reference]**.

B. Additional meetings with local, state, and federal agencies in excess of those described in **[include reference]**.

4.05 Additional Copies of Documents

A. Furnishing additional sets of printed documents.

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ARTICLE 5—SPECIAL SERVICES

5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

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	No color is used in cells prepared by the Owner's Advisor.
	Light green indicates cells in which the Proposer or CMAR is to enter data, amounts or factors in the form of percentages. This color is not used in the Agreement Exhibit B since OA will prepare this document.
	Light blue indicates that the cell includes an equation. These cells are normally protected unless changes are being made to the worksheet.
	Light purple indicates cells containing data or amounts that are transferred to Table 1.
b	Lower-case letters in blue and bold fonts indicate column designators used for instructions. These may not correspond to Excel worksheet column headings since columns may have been combined for formatting. These correspond to information provided in the tables in Attachment A.
3	Numbers in blue and bold fonts indicate row or cell designators used for instructions. These correspond to information provided in tables in Attachment A.
Table	Names of other worksheets within the workbook are in blue and bold fonts.
C a	The capital letter "C" followed by a lower-case letter in blue and bold fonts is an abbreviated designation for a Column, in this example, Column **a**.
R 1	The capital letter "R" followed by a number in blue and bold fonts is an abbreviated designation for a Row, in this example, Row **1**.
[ ]	Brackets indicate a place holder where a specific type of information is to be provided.

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Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CMAR Services	= Table 2, R 11	Transfers amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Transfers amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Transfers amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	**(2 + 3)**	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	**[Enter %]**	Enter the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	**(5 x 6)**	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	**(5 + 7)**	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	**(9 x 10)**	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	**(9 + 11)**	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.
14	Incorporated Equipment and Materials— CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.

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Item	Item Title	Calculation	Comment
15	Incorporated Equipment and Materials—CMAR Fee Amount	**(13 x 14)**	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	**(13 + 15)**	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	**(17 x 18)**	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	**(17 + 19)**	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	**(21 x 22)**	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	**(21 + 23)**	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	**(25 x 26)**	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.
28	Construction Equipment Cost—Cost with CMAR Fee	**(25 + 27)**	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Supplemental Cost.

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Item	Item Title	Calculation	Comment
30	Supplemental Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	**(29 x 30)**	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	**(29 + 31)**	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	**∑ (9, 13, 17, 21, 25, 29)**	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	**∑ (11, 15, 19, 23, 27, 31)**	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	**∑ (12, 16, 20, 24, 28, 32)**	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of the Cost of the Work Categories.
36	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	**[Enter Value]**	Enter the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	**(36 + 37)**	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Allowance Percentage	**[Enter %]**	Enter the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency Allowance.
40	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency Allowance	**(39 x 40)**	Worksheet calculates amount of CMAR Contingency Allowance by multiplying the CMAR Contingency Allowance Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency Allowance	**[Enter Amount]**	Identify other contingency allowances proposed or negotiated to be included in the Contract Price. Contingency allowance should be restricted to use for its stated purpose. Contingency allowance amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to a contingency allowance. Enter a description of the contingency allowance item and the amount for the contingency allowance.
43	Total CMAR and Other Contingency Allowances	**(41 + 42)**	Worksheet calculates Total CMAR and Other Contingency Allowances amount by adding the CMAR Contingency Allowance to other specified contingency allowances.

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Item	Item Title	Calculation	Comment
44	Estimated Guaranteed Maximum Price	**(4 + (8 or 35 or 38 + 43)**	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items 8, 35, or 38 may be deleted. Delete terms that appear as **#REF!** in the equation for 44 per the Note to User for this section.
45	Owner's Contingency Allowance	**[Enter Amount]**	Enter the Owner's Contingency Allowance amount if the Owner's Contingency Allowance is to be include in the Contract Price.
46	Total Amount of Contract Award	**(1 + 44 + 45)**	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency Allowance.
47	Substantial Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
48	Final Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
49	Construction Period Days	**(47 + 48)**	Worksheet calculates the Construction Period by adding the number of day to reach Substantial Completion to the number of additional days to reach Final Completion.

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Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Comment
a	Task	**[Enter Data]**	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	**[Enter Data]**	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	**[Enter Data]**	Enter the name of each CMAR service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	**[Enter Data]**	Enter the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	**[Enter Amount]**	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs **C c** **x** Rate **C c** **+** Hrs **C d** **x** Rate **C d** **+** Hrs **C e** **x** Rate **C e** **+** Hrs **C f** **x** Rate **C f** **+** Hrs **C g** **x** Rate **C g**	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.

Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	**∑ C h** for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	**∑ C h** for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	**(1 + 2)**	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	**∑ C h** for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	**∑ C h** for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	**(4 + 5)**	Worksheet calculates total for Procurement Services.
7	Total Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)	**[Enter Amount]**	Enter an amount for an Owner's Contingency Allowance dedicated to CMAR Special Services. Owner may choose to use Owner's Contingency Allowance to cover these additional services or may prefer that these be separate and reserved for CMAR services. This is recommended if Owner Contingency allowance will be established later as part of negotiations for the GMP

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Row	Row Title	Calculation	Comment
8	Owner's Contingency Allowance for CMAR Special Services Percentage	**[Enter %]**	Enter the amount for the Owner's Contingency Allowance. Owner can base the amount of its contingency allowance for CMAR Special Services as a percentage of totals for Preconstruction Services and Procurement Services. Enter that percentage here.
9	Owner's Contingency Allowance for CMAR based on Special Services (% of CMAR Services)	**(3 + 6) x 8**	Worksheet calculates the Owner's contingency allowance based on the percentage for CMAR Special services entered in p and the totals for Preconstruction and Procurement Services. This provides a larger contingency that will adjust if Additional services are added. Change the calculations if the contingency allowance is to be based on the total for Basic services only ((1 + 4) x 8).
10	Total Owner's Contingency Allowance for CMAR Special Services	**= 7 or 9**	Worksheet calculates the Owner's contingency allowance. If no percentage is entered in 8 the amount in 7 will be returned in 10**.** If a percentage is entered in 8, then 9 will be returned.
11	Total Cost for CMAR Services	**(3 + 6 +10)**	Worksheet calculates the total for CMAR Services. This number is transferred to **Table 1 R 1** to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

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Table 3—Basis of Compensation for Fixed Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Fixed Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Fixed Construction Support Costs	∑ C g	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to **Table 1**, **R 2**.

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Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Time Sensitive Construction Support Costs	**∑ C g**	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to **Table 1**, **R 3**.
2	Construction Period	**= (Table 1, R 49)**	Number of days in the Construction Period. This number is transferred here from **Table 1**, **R 49**.
3	Construction Support Cost Extended Rate	**(1 / 2)**	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

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Table 1—Estimated Contract Price

Compensation for CMAR Services (See **Table 2, Row 11**)	1	**$33,000.00**
Construction Support Costs		
Fixed Construction Support Costs (see **Table 3, Row 1**)	2	$159,970.00
Time Sensitive Construction Support Costs (see **Table 4, Row 1**)	3	$842,170.00
Total Construction Support Costs	4	**$1,002,140.00**
Estimated Cost of the Work with CMAR Fee		
Estimated Cost of the Work	5	$ 8,000,000.00
CMAR Fee 6 7% of Estimated Cost of Work	7	$ 560,000.00
Cost of the Work with CMAR Fee	8	**$ 8,560,000.00**
Estimated Cost of the Work	36	$ -
CMAR's Lump Sum (stipulated) Fee	37	$ -
Cost of the Work with CMAR Fee	38	**$ -**
CMAR and Other Contingency Allowances		
CMAR Contingency Allowance 39 of 40 Estimated Cost of the Work	41	$ -
[Other Specific Product or Contingency Allowance]	42	
Total CMAR and Other Contingency Allowances	43	**$ -**
Estimated Guaranteed Maximum Price (Total Construction Support Cost, Estimated Cost of Work with CMAR Fee and the Total CMAR and Other Contingency Allowances)	44	**$ 9,562,140.00**
Owner's Contingency Allowance	45	
Total Amount of Contract Award (Total of Compensation for CMAR Services, Estimated Guaranteed Maximum Price, and Owner's Contingency Allowance)	46	**$ 9,595,140.00**
Contract Times		
CMAR **[estimates] [agrees]** it will reach Project Substantial Completion in:	47	548 days

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CMAR **[estimates] [agrees]** it will reach Final Completion in additional days:	48	60	days
Estimated number of days in the Construction Period	49	608	days

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Table 2—Compensation for CMAR Services

a	b	c	d	e	f	g	h
Task	**Description**	**[John Robinson] [Executive] $ 150.00**	**[Gilbert Bolding] [Senior Level] $ 100.00**	**[Frank Reyes] [Professional] $ 100.00**	**[Troy Bass] [Professional] $ 75.00**	**[Frances Hawkins] [Support] $ 50.00**	**Amount**
		Hours	**Hours**	**Hours**	**Hours**	**Hours**	
1.00	**Preconstruction Basic Services Phase I & Phase II**						
1.01	Meet with City staff/consult w/ team			-	-	1	$ 1,000.00
1.02	collaborate with Design team			-	-	1	$ 1,000.00
1.03	Provide Project Planning assitance			-	-	1	$ 1,000.00
1.04	Construction Management Plan and Implementation			-	-	1	$ 1,000.00
1.05	Advice during planning phase			-	-	1	$ 1,000.00
1.06	Consult during 50% Design Development			-	-	1	$ 1,000.00
1.07	Consult during 90% Design Development			-	-	1	$ 1,000.00
1.08	Consult during 30% Costruction Drawings			-	-	1	$ 1,000.00
1.09	Consult during 60% Costruction Drawings			-	-	1	$ 1,000.00
1.10	Consult during 90% Costruction Drawings			-	-	1	$ 1,000.00
1.11	Consult during 100% Costruction Drawings			-	-	1	$ 1,000.00
1.12	Cost Estimation at comletion of schedmatic design			-	-	1	$ 1,000.00
1.13	Provide Review & Budget of plans at completion of DD's			-	-	1	$ 1,000.00
1	**Total Cost for CMAR Preconstruction Basic Services Phase I & Phase II**						**$ 13,000.00**
2.00	**Preconstruction Additional Services**						
2.01	Review availibility of critical path items.			-	-	1	$ 1,000.00
2.02	Review pricing of all major items			-	-	1	$ 1,000.00
2.03	Provide Value engineering			-	-	1	$ 1,000.00
2.04	Review Constructability			-	-	1	$ 1,000.00
2.05	Provide suggesstions of clarifcation to drawings			-	-	1	$ 1,000.00
2.06	review availibility of materials and estimate timeline			-	-	1	$ 1,000.00
2.07	review & provide pricing of all majore items (sub input)			-	-	1	$ 1,000.00
2.08	Provide list of recommeneded VE options			-	-	1	$ 1,000.00
2.09	**[Other Additional Services, See Agreement Exhibit A]**						$ 1,000.00
2	**Total Cost for CMAR Preconstruction Additional Services Phase I & Phase II**						**$ 9,000.00**
3	**Total Cost for CMAR Preconstruction Services Phase I & Phase II**						**$22,000.00**

a	b	c	d	e	f	g	h
Task	Description	[John Robinson] [Executive] $ 150.00	[Gilbert Bolding] [Senior Level] $ 100.00	[Frank Reyes] [Professional] $ 100.00	[Troy Bass] [Professional] $ 75.00	[Frances Hawkins] [Support] $ 50.00	Amount
		Hours	Hours	Hours	Hours	Hours	
3.00	**Procurement Basic Services Phase I & Phase II**						
3.01	consult with design team and owner			-	-	1	$ 1,000.00
3.02	Provide review for GMP @ 90% CD's			-	-	1	$ 1,000.00
3.03	Prepare bid packages			-	-	1	$ 1,000.00
3.04	advertise for bids			-	-	1	$ 1,000.00
3.05	Notify qualified subcontractorsl			-	-	1	$ 1,000.00
3.06	conduct prebid meetings with subs			-	-	1	$ 1,000.00
4	**Total Cost for CMAR Procurement Basic Services Phase I & Phase II**						**$ 6,000.00**
4.00	**Procurement Additional Services Phase I & Phase II**						
4.01	Clarifcation or addenda for subs			-	-	1	$ 1,000.00
4.02	receive and analzye bids by scope			-	-	1	$ 1,000.00
4.03	review pricing of bids			-	-	1	$ 1,000.00
4.04	Vet subcontractors			-	-	1	$ 1,000.00
4.05	Review and present final pricing with owner			-	-	-	$ 500.00
4.06	Provide any VE if required			-	-	-	$ 500.00
5	**Total Cost for CMAR Procurement Additional Services Phase I & Phase II**						**$ 5,000.00**
6	**Total Cost for CMAR Procurement Services Phase I & Phase II**						**$ 11,000.00**
5.00	**Special Services Phase I & Phase II**						
7	Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)						
8	Owner's Contingency Allowance for CMAR Special Services	9	of Total for Preconstruction and Procurement CMAR Services				$-
10	**Total Owner's Contingency Allowance for CMAR Special Services Phase I & Phase II**						**$-**
11	**Total Cost for CMAR Services Phase I & Phase II**						**$ 33,000.00**

Table 3—Basis of Compensation for Fixed Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	**Contract Reference**	**Description**	**Quantity**	**Units**	**Unit Cost**	**Amount**
		Mobilize	1	Ea	$ 3,400.00	$ 3,400.00
		Demobilize	1	Ea	$ 3,400.00	$ 3,400.00
		Jobsite Photos	1	Ea	$ 1,500.00	$ 1,500.00
		As Built Drawings	1	Ea	$ 1,000.00	$ 1,000.00
		Project Drawings	1	Ea	$ 1,500.00	$ 1,500.00
		Procor Project Management Program	1	Ea	$ 18,000.00	$ 18,000.00
		Bond	1	Ea	$ 70,346.00	$ 70,346.00
		GL and Builders Risk	1	Ea	$ 60,824.00	$ 60,824.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
1	**Total Fixed Construction Support Cost**					**$ 159,970.00**

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	**Contract Reference**	**Description**	**Quantity**	**Units**	**Unit Cost**	**Amount**
		Project Manager	20	Mon	$ 14,298.00	$ 285,960.00
		Project Superintendent	20	Mon	$ 12,685.00	$ 253,700.00
		Assistant Project Manager	20	Mon	$ 2,946.00	$ 58,920.00
		Field Office	18	Mon	$ 1,950.00	$ 35,100.00
		Storage Conex	18	Mon	$ 87.00	$ 1,566.00
		Toilets	18	Mon	$ 1,235.00	$ 22,230.00
		Water for job trailer	18	Mon	$ 45.00	$ 810.00
		Electric	18	Mon	$ 282.00	$ 5,076.00
		Ice & Cups	18	Mon	$ 104.00	$ 1,872.00
		Telephone	18	Mon	$ 205.00	$ 3,690.00
		Labor for Clean up & Misc. Items	18	Mon	$ 3,814.00	$ 68,652.00
		Dumpsters	45	Ea	$ 750.00	$ 33,750.00
		Pick Up Trucks	20	Mon	$ 1,892.00	$ 37,840.00
		Gas & Oil	20	Mon	$ 644.00	$ 12,880.00
		Internet at Trailer	18	Mon	$ 250.00	$ 4,500.00
		Osha	18	Mon	$ 434.00	$ 7,812.00
		Small Tools	18	Mon	$ 434.00	$ 7,812.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
1	**Total Time Sensitive Construction Support Cost**					**$ 842,170.00**
2	**Construction Period**	608	**days**			
3	**Construction Support Cost Extended Rate**	$ 1,385.15	**per day**			

MEMORANDUM

TO: Anne LaMere, Interim Director of Finance

FROM: Jeff White, Director of Parks and Recreation

SUBJECT: Fritz Park CMAR Selection

DATE: October 20, 2023

We have submitted a request for approval to recommend the award of a professional services contract to STR Constructors for the role of the general contractor as the Construction Manager-at-Risk (CMAR) for the Fritz Park Improvements project. The following is a brief overview of the City Review Team's process, which began after receiving approval from the City Council to employ alternative contracting and delivery procedures aimed at accelerating construction for Fritz Park Improvements.

Hutto City Council on July 6, 2023, approved Resolution #2023-145. This resolution authorized the City to enter into an agreement with Burditt Consultants for Architectural Services related to Fritz Park Improvements. Part of the motion calls for the use of a Construction Manager-At-Risk (CMAR) for this project. The City of Hutto determined to utilize a two-phased process for selecting the CMAR with the issuance of a Request for Qualifications (RFQ) for the determination of a recommended Contractor and then negotiate for pre-construction services during the design phase of the project.

The RFQ was diligently coordinated by a Review Team, comprised of the Capital Improvement Program (CIP) Engineer, Procurement department, and Parks and Recreation Director, to draft, finalize, and meet the first advertisement notice on August 27, 2023, with release via BidNet August 28, 2023, and followed by the September 3, 2023, second advertisement notice. The City also included an opportunity for a site visit and information session on September 7th prior to the bid, which occurred on September 28, 2023. The CMAR RFQ was prepared in anticipation of the selection of a general contractor that adequately demonstrates they have the resources, experience, and qualifications necessary to provide CMAR

services in connection with the design, pre-construction services, and construction for the Fritz Park Improvements.

The City of Hutto received two CMAR Statements of Qualifications (SOQs): MRI Builders and STR Constructors, which were evaluated by the Review team on October 3, 2023. The first step in the selection process as provided by the Texas Local Government Code Chapter 2269, Subchapter F requires receipt, review, scoring, and ranking of SOQs to evaluate the information. After ranking the SOQs, the City elected to proceed with interviewing the top general contractor, STR Constructors as the SOQ presented demonstrated relevant experience in park renovation and the submittal provided a complete application. In contrast, MRI Builders, regrettably, did not possess the requisite experience for the project and failed to provide a complete application.

The first step was concluded by the Review Team and Architect, Burditt Consultants, after the October 13th in-person interview. The results of the Team discussion determined recommending STR Constructors is the ideal CMAR choice general contractor for the Fritz Park Improvements project. The final and second step of the CMAR process included receipt of a proposal packet from the general contractor for performing pre-construction services, including Constructability Reviews, Value Engineering Recommendations, and Estimating Services Fees to review during the final phases of the design process and only a point sufficient to establish a Guaranteed Maximum Price (GMP).

Please do not hesitate to reach out if you have any questions or require further information.

CC: Matt Rector, Sr., P.E., CFM
Patricia A. Davis, MSCE, P.E., LGPP
Gabriel Kihiro

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

STR Constructors, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/25/23

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Organization Name
House Bill 89 Verification

I, John Robinson (Person name), the undersigned representative of (Company or Business name) STR Constructors, LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

10/25/2023
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 25th day of October, 2023, personally appeared John Robinson, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Frances A. Hawkins
NOTARY SIGNATURE

10/25/2023
Date

FRANCES A. HAWKINS
My Notary ID # 10299633
Expires May 20, 2024

AGENDA ITEM REPORT

13.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-295 authorizing the City Manager to settle a claim with Emory Stromberg for $1000 for damages to crops during the construction of the US 79 Transmission line project (Matt Rector)
Meeting:	Thursday, November 2, 2023
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

In July, the City was able to start the US 79 Transmission waterline project back up after negotiating easement acquisitions. When the contractor began work some of the crops in and adjacent to the easements were damaged. The farmer working the land has submitted a claim to the city for loss of these crops in the amount of $1000. The City does not have a claim against the contractor. This is below the deductible for insurance claim.

SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Finance recommends charging to Utility Fund (since this was the result of a Water Project) Account 50-100-000-6599 Non Departmental Other Expenses.

ATTACHMENTS:

1. US_79_Transmission_Line_Project
2. Hutto Res CM payment on claim-R-2023-295
3. Exhibit A - Hutto Notice of Claim Form (Teichelman)

US 79 Transmission Line Project

RESOLUTION NO. R-2023-295

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO PAY CLAIM IN THE AMOUNT OF $1,000 FOR DAMAGE TO CROPS CAUSED BY CITY WORK IN THE RIGHT OF WAY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to pay a claim submitted by Emory Stromberg for damage to crops caused by City work in the right of way

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to pay the claim, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 2nd day of November 2023.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

NOTICE OF CLAIM

Article 13, Section 13.08 of the City Charter provides "Before the City shall be liable to damage, claim, or suit for personal injury, or damage to property, the person who is injured or whose property has been damaged or someone in such person's behalf shall give the City Manager or the City Secretary notice in writing under oath within forty-five (45) days after the date of the alleged damage or injury stating specifically in such notice when, where and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses known to claimant upon whose testimony claimant is relying to establish the injury or damage. In case of injuries resulting in death, the person or persons claiming damage shall within forty-five (45) days after the death of the injured person give notice as required above. Provided that nothing herein contained shall be construed to mean the City waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, the Constitution and laws of the State of Texas."

Send to: City of Hutto at: Email: angela.lewis@huttotx.gov. Mail: City Secretary City of Hutto 500 W. Live Oak Street, Hutto, TX 78634 Hand Delivery: 500 W. Live Oak Street, City Hall, City Secretary's Office, Hutto, Texas Fax: (512) 846-2653

Full Name: Roxana Teichelman; Tim Teichelman; Rebecca Borgne Email: _____
Mailing Address: 3450 CR 417, Taylor, Texas
Home Address: 3459 CR 417
City: Taylor State: Texas Zip Code: 76574
Home Phone Number: (512) 496-4665 _____Work Phone Number: _____
Date & Time of Incident: July 19, 2023
Address of Incident: Highway 79, Hutto, Texas 78634
Insurance Company (if vehicle damage):_____PH#_____
Property Insurance Co. (if damage to property):_____PH#_____
Owner of Damaged Property: Emory Stromberg
Accident Report Number (attach)_____
All Injuries & Damages: The city's contractor bulldozed approximately 2 1/2 acres of Mr. Stromberg's corn crop during the construction and placement of the city's new waterline.

The total amount of my claim against the City is $1,000.00
Witness Names & Phone Numbers: _____
_____
City Department involved in accident/incident: _____

Full Statement of where, when, and how this incident/damage/injury occurred. City vehicle number(s) and names of City personnel are included. Statement may reference attachments. All of the statements made in this claim are true and correct. My name is _____ _____ _____, my date of birth is _____, (First) (Middle) (Last) and my address is _____, _____, _____, _____, USA. (Street) (City) (State) (Zip Code) I declare under penalty of perjury that the foregoing and all other statements made by me in all parts of this document are true and correct. Executed in Nueces County, State of Texas, on the _____ day of _____, _____. Notice: A

person who, with intent to injure, defraud or deceive the City, knowingly files a statement of claim containing false, incomplete or misleading information is committing a crime.
_____ Declarant Attachments: _____, _____, _____ Copies of all accident reports, bills, estimates, photographs, medical reports, signed witness statements, and other information that relates to this incident are attached. You should expect to be contacted by a Claims Adjuster within 10 business days of receiving your claim. The claims adjuster may contact you to request additional information to determine whether the City has legal liability for your claim. Failure to fully and accurately provide all necessary information to properly investigate your claim may delay or prevent payment. If submitting electronically, you will receive an e-mail confirming that your notice of claim has been received. Be sure to check your junk mail before contacting our office.

AGENDA ITEM REPORT

13.6.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-292 approving an Interlocal Agreement with the Texas Division of Emergency Management for the provision of City Hall work spaces (Bill Zito)
Meeting:	Thursday, November 2, 2023
Department:	City Manager /
Staff Contact:	Bill Zito

BACKGROUND INFORMATION:

Three (3) staff members of the Texas Division of Emergency Management will be rotating through available office space at Hutto City Hall and will provide the use of their own technology equipment. While these staff will have access cards, they will not be accessible outside open City Hall during working hours with the exception of an emergency.

Other entities that also hold this same ILA include Williamson County, the City of Round Rock, and the City of Georgetown.

SUMMARY OF REQUEST:

Approval of resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact as fixed cost associated with utilities and office spaces will not change as a result of providing space to the State.

ATTACHMENTS:

1. Hutto Resolution ILA TDEM R-2023-292
2. Exh A ILA TDEM and LGE-City of Hutto R-2023-292

RESOLUTION NO. R-2023-292

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH TEXAS DIVISION OF EMERGENCY MANAGEMENT; PROVIDING PROPER NOTICE OF MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to execute the Interlocal Agreement between the City of Hutto and the Texas Division of Emergency Management ("Interlocal Agreement"), attached as Exhibit A, to use available space in City Hall during an emergency for the provision of emergency services.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. That the Hutto City Council hereby approves and authorizes the City Manager to execute the Interlocal Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

INTERLOCAL AGREEMENT
BETWEEN CITY OF HUTTO **AND**
TEXAS DIVISION OF EMERGENCY MANAGEMENT

This Interlocal Agreement ("Agreement") is made and entered into between City of Hutto, a local government entity located in Williamson County, Texas ("LGE"), and Texas Division of Emergency Management, a member of the Texas A&M University System, an agency of the State of Texas ("TDEM") for the purpose of facilitating the provision of emergency services. The LGE and TDEM are sometimes referred to herein individually as "Party" or collectively as "Parties."

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS TDEM personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

WHEREAS, TDEM has requested that space be made available to it for its personnel and;

WHEREAS the LGE has determined there is available space to accommodate TDEM's request in the City Hall Building located at 500 W. Live Oak St. Hutto, TX 78634 (the "Building");

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the LGE and TDEM hereby agree as follows.

A. LGE AGREEMENTS

1) The LGE will provide office space to TDEM personnel in which they can conduct routine functions connected with their emergency management efforts at the Building. The LGE may change the location of the designated office space upon notice to TDEM. TDEM staff may utilize the staff restrooms and any other common spaces in the Building. The LGE will provide TDEM with 1 parking spot(s) which Are Not exclusive.

2) The LGE will maintain the space and provide electrical, water, gas, heating and air conditioning services to the space. The LGE will also provide the following services: n/a

3) (A) The LGE reserves the right to utilize the space for its own purposes and the access granted to TDEM hereunder is not exclusive. OR (B) The access granted to TDEM hereunder to utilize the space is exclusive. A

4) The LGE will provide TDEM personnel 24-hour access to the Building by access card, which will be returned to LGE at the termination of this Agreement.

B. TDEM AGREEMENTS

5) TDEM will identify to the LGE a point of contact who will communicate with the LGE related to the use of the space under this Agreement. TDEM's initial current point of contact for this Agreement is Bruce Clements, phone: 512-431-7449, email: bruce.clements@tdem.texas.gov.

6) TDEM agrees that it will be utilizing the space provided in furtherance of its emergency management duties for the State.

7) TDEM will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.

8) TDEM personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TDEM agrees that no access to the LGE computer system will be required or requested at any time. TDEM may access a public or guest wireless network, if available.

9) While located at the LGE premises, TDEM personnel shall perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire, EMS and/or other personnel of the LGE.

C. JOINT AGREEMENTS

10) The LGE will not charge TDEM for the use of the space under this Agreement, and TDEM will not make a claim for providing services under this Agreement to the LGE.

11) The employees of each of the Parties under this Agreement shall at all times continue to be employees of that Party, and there shall be no claim by either Party that any of their employees are considered to be borrowed servants working for the other Party. Each Party under this Agreement will be responsible for the acts and omissions of its own employees. An employee of either Party injured during the performance of their duties shall be provided benefits, if any, by the employing Party.

12) This Agreement shall be effective beginning November 13, 2023 and shall remain in effect until November 12, 2028; provided, however, that the term of this Agreement may not exceed ten (10) years.

13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either Party; either Party may terminate this Agreement upon the issuance of a thirty-day notice to the other Party. The Parties may provide notice to the following addresses:

EXHIBIT A

TDEM:

TDEM
Attn: Stacia Rivera, Facilities and Property
Administrator 313 E Anderson Ln
Austin, Texas 78752
Phone: 512-696-7282
Email: stacia.rivera@tdem.texas.gov

CITY OF HUTTO

Emergency Management Coordinator
Attn: Bill Zito
Hutto, Texas 78634
Phone: 512-569-9693
Email: bill.zito@huttotx.gov

14) This is the entire agreement between the Parties; no oral representations made by either Party to this Agreement not reduced to writing herein shall be of any effect whatsoever.

15) This Agreement may be executed in multiple copies for the convenience of the Parties.

This Agreement has been approved by LGE and executed by its authorized signatory. TDEM has executed this Agreement in accordance with its governing regulations.

CITY OF HUTTO:

_____
Name: James R. Earp, CPM
Title: City Manager
Date:_____

TEXAS DIVISION OF EMERGENCY MANAGEMENT:

_____
W. Nim Kidd
Vice Chancellor for Disaster and Emergency Services and
Chief of the Texas Division of Emergency Management, TDEM
Date:_____

AGENDA ITEM REPORT

13.7.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2023-293 for acceptance of infrastructure improvements related to the North Forest Office Spaces at 351 Exchange Blvd (Rick Coronado)
Meeting:	Thursday, November 2, 2023
Department:	Public Works /
Staff Contact:	Rick Coronado

BACKGROUND INFORMATION:

This project is located on 351 Exchange Blvd and consists of infrastructure acceptance for wastewater, storm water and pavement construction. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, areas approved and itemized infrastructure.

SUMMARY OF REQUEST:

Approval of Resolution as presented

STAFF REVIEW:

Staff recommends approval

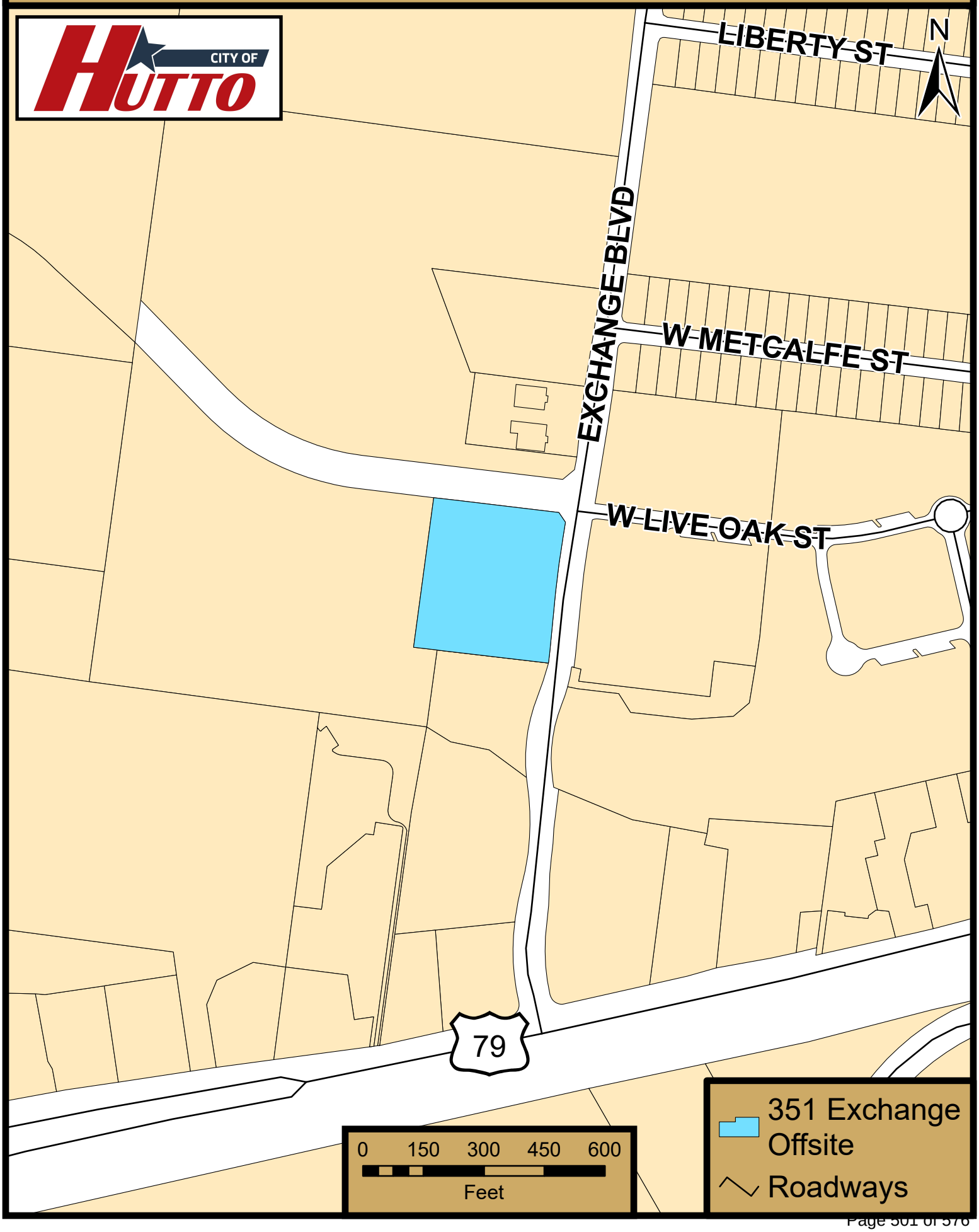
FISCAL NOTES:

No financial impact from acceptance of infrastructure improvements. Maintenance bonds have been received and provided to the City Secretary for retention.

ATTACHMENTS:

1. NFO Offsite_351_Exchange_GISMap
2. NFO Offsite_Resolution R-2023-293
3. NFO Offsite_Final Cost & Quantities_seal
4. NFO Offsite_Engineer's Concurrence Letter
5. NFO Offsite_Project_Const_Summary_signed
6. NFO_Offsite_10182023_City of Hutto and Old Republic Maintenance Bond

351 Exchange Offsite



RESOLUTION NO. R-2023-293

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE INFRASTRUCTURE IMPROVEMENTS FOR NON-RESIDENTIAL SITE DEVELOPMENT PROJECT KNOWN AS WASTEWATER LINE IMPROVEMENTS FOR 301 EXCHANGE BLVD; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the North Forest Office Spaces Offsite at 351 Exchange Blvd have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City Construction and Public Works staff on all streets, drainage, and wastewater improvements, and;

WHEREAS, Old Republic Surety Company submitted a warranty bond to cover the material and workmanship for two years,

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ___ day of _____, 2023.

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Lee Contractors, Inc.
136 Market Street
Georgetown, Texas 78626
512-809-3512

North Forest Office Spaces
305 N. Heatherwilde BLVD Suite 250
Pflugerville, Texas 78660

07-Jun-23

Attn: Estimating

351 Exchange BLVD
Hutto, Texas

Cost and Quantities

Description	Quantity		Ext Price
Erosion Control			
Silt Fence	600	lf	
Rock Berm	40	lf	
Inlet Protection	1	ea	
			$2,450.00
Storm Sewer			
24" RCP	369	lf	
Lower Existing 12" Water	1	ls	
12" Bend	4	ea	
24" Plug	1	ea	
3'X3' J-Box	3	ea	
Flowable Fill	52	cy	
24" HDWL with Rock Blanket	1	ea	
			$72,235.00
Waste Water			
8" SDR-26	708	lf	
6" SDR-26	17	lf	
6" Clean Out	1	ea	
8" Plug	1	ea	
48" DIA Manhole	3	ea	
Extra Depth Manhole	11	vf	
Flowable Fill	136	cy	
Pour in Place Manhole	1	ea	
			$102,259.00
Paving			
Asphalt Paving	1860	sy	
			$78,565.10

STATE OF TEXAS
2023.08.21
JOEL BLOK
123800
LICENSED
PROFESSIONAL ENGINEER

Total Bid Amount **$255,509.10**

Notes:

Lee Contractors, Inc.
136 Market Street
Georgetown, Texas 78626
512-809-3512

North Forest Office Spaces
305 N. Heatherwilde BLVD Suite 250
Pflugerville, Texas 78660 07-Jun-23

Attn: Estimating

351 Exchange BLVD
Hutto, Texas

Cost and Quantities

Description	Quantity	Ext Price

Exclusions:

07-Jun-23

Michael Lee Date

Estimate

Date	Location
7/11/2023	Hutto

Project

North Forest Offices

351 Exchange Blvd

LONE STAR PAVING

11675 Jollyville Rd
Austin, TX 78720

Phone #	Fax #
512-695-7272	512-233-0628

Description	Qty	U/M	UNIT PRICE	Total
Asphalt / Mill and Pave				
Mill / Sawcut existing asphalt at "1" utility cut in the the street	1,914	SY	$39.65	$ 75,890.10
Haul Off excess material and prep area for paving				
Tack and Pave area in Roadway back with 3" of a Type D Vigin Hot Mix				
Traffic Control		LS		$ 2,675.00
Setup Signage / Cones and have Traffic Control Setup Prior to Milling Roadway				
"" Tax is Excluded ""				Total $ -

Estimator			Customer
Jim Ramming	Ph:	512 - 460 - 9791	Noth Forest
Jim@lspaving.com	jesus@nforest.com		Jesus

Terms & Conditions

EXCLUDES - BONDING, PERMITS, UTILITY ADJUSTMENTS, TESTING, LAYOUT OR SURVEYING, SAFETY SLOPE INSTALL/REMOVAL, TEMP TAPERS FOR UTILITIES, EXCAVATION, SAWCUTTING, TRAFFIC CONTROL OR FLAGMEN, LANE CLOSURE FEES OR PERMITS, TEMPORARY OR PERMANENT STRIPING, NIGHT OR WEEKEND WORK, SWEEP/CLEAN PRIOR TO PAVING AND ANY ITEMS OF WORK NOT SPECIFICALLY QUOTED.

LONE STAR PAVING WILL EXECUTE ONLY THOSE ITEMS OF WORK LISTED IN THE "SCOPE OF WORK" ABOVE. ANY ADDITIONAL ITEMS OF WORK WILL REQUIRE A WRITTEN CHANGE ORDER IN ADVANCE. LONE STAR PAVING IS NOT RESPONSIBLE FOR DRAINAGE ISSUES ON SLOPES LESS THAN 2%. ACTUAL QUANTITIES WILL BE VERIFIED IN PLACE UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN ABOVE. ALL QUANTITY OVERRUNS DUE TO IRREGULAR BASE CONDITIONS WILL BE BILLED AT $85.00/TON.

Terms & Conditions

All agreements must be made in writing. Asphalt paving standards for newly constructed areas are proposed to comply with the Texas Department of Transportation hot mix standards. Other paving specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. Lone Star Paving is not responsible for utility lines less than 12 inches deep. Lone Star Paving will carry Workers Compensation, General Liability and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided and are subject to change if new information is provided or differing site conditions are encountered. The contractor is responsible for the paving surface. From time to time, the paving surface may have areas whereby additional hotmix must be applied to achieve desired results, the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Fees for our services are due 30 days from the date of the invoice. Payments should be remitted to Asphalt Inc., LLC d/b/a Lone Star Paving , PO Box 200608, Austin, Tx 78720. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. The Contractor agrees to pay reasonable attorney fees, expert fees, all costs of court, and any other expenses incurred by Asphalt Inc in the collection of any sums due under the performance of this contract or for prosecuting or defending any action related to this estimate or work hereunder. The venue for any legal action under this contract shall be Travis County, Texas. The parties expressly agree to waive the right to a jury trial.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Accepted by: _____ Date: _____

Title: _____

Company Name: _____

August 11, 2023 30194025.00

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

RE: Engineer's Concurrence Letter for Project Acceptance
Wastewater Line Improvements for 301 Exchange Boulevard
301 Exchange Boulevard
Hutto, Williamson County, Texas 78634

Case No. **2018-16081**

To Whom It May Concern:

On August 11, 2023, a representative of my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), or another representative of my firm, have also visited the site during construction and observed the utility improvements and backfilling, offsite drainage, sidewalk improvements, and permanent revegetation associated with the new construction at the **Wastewater Line Improvements for 301 Exchange Boulevard**, address listed above.

Please accept this Engineer's Letter of Concurrence as my statement that, to the best of my knowledge, the contractor has constructed all improvements in general compliance with the approved construction documents; and that, to best of my knowledge, all work has been performed according to City of Hutto standard specifications using materials and appurtenances from the city's Standard Products List.

I trust that this letter is sufficient for its intended purpose of conveying to your office that the above referenced portions of the project have been sufficiently completed for final project acceptance. Should you have any questions, please don't hesitate to contact our office at the number below (attention: Nicholas Denson).

Sincerely,
WGI
Texas Engineering Firm No. F-15085

STATE OF TEXAS
2023.08.21
JOEL BLOK
123800
LICENSED
PROFESSIONAL ENGINEER

Joel Blok, P.E.
Market Leader – Operations

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: WASTEWATER LINE IMPROVEMENTS FOR 301 EXCHANGE BOULEVARD

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEAKER

CONTRACTOR: NORTH FOREST

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $78,565.10

SIDEWALK IMPROVEMENT COST: $0.00

SIDEWALK RAMP IMPROVEMENT COST: $0.00

BRIDGE IMPROVEMENT COST: $0.00

POND(S) COST: $0.00

DRAINAGE IMPROVEMENT COST: $72,235.00

WATER IMPROVEMENT COST: _____

WASTEWATER IMPROVEMENT COST: $102,259.00

EROSION CONTROLS / RESTORATION COST: $2,450.00

TOTAL IMPROVEMENT COST: $255,509.10

PREPARED BY (DESIGN ENGINEER): Nick Denson-WGI

CHECKED BY (CITY INSPECTOR): _____

STATE OF TEXAS
2023.08.21
JOEL BLOK
123800
LICENSED
PROFESSIONAL ENGINEER

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
EXCHANGE BLVD	206	301	3”	50	304	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES 1	CURB RAMP 2

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED 1	TYPE 2	DESCRIPTION 3	DECK		COST	PRIVATE	ETJ
				W (FT) 4	L (FT) 5			

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE 1	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) 2	DRAINAGE AREA (ACRES)	PRIVATE 3	ETJ	COST

1 – BD = Bio–Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration
SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE [1]
24	RCP	304'						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE [2]	QTY	SIZE [3]	DESCRIPTION [4]
3	3X3	PRECAST	1	24”	HEADWALL

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
			12	PVC	25’			
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS:

SURETY RIDER

[x] OLD REPUBLIC SURETY COMPANY
[ ] OLD REPUBLIC INSURANCE COMPANY
[ ] BITUMINOUS CASUALTY
[ ] OLD REPUBLIC GENERAL INSURANCE CORPORATION

TO BE ATTACHED TO AND FORM PART OF
Maintenance Bond (Type of bond) Bond Number LFB7451340

IN FAVOR OF City of Hutto (Obligees)

ON BEHALF OF North Forest Development Austin, LLC (Principal)

EFFECTIVE September 6, 2023 (Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

[ ] INCREASE
[ ] DECREASE
[x] CHANGE THE EFFECTIVE DATE
[ ] CHANGE THE NAME OF THE PRINCIPAL
[ ] CHANGE THE ADDRESS OF THE PRINCIPAL
[ ] CHANGE THE EXPIRATION DATE
[ ] OTHER

(of) the attached bond FROM: September 6, 2023

TO: November 2, 2023

EFFECTIVE: September 6, 2023

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 17th day of October, 2023.

ACCEPTED BY: Manager (TITLE)

Old Republic Surety Company
SURETY
By: John W. Schuler
ATTORNEY-IN-FACT

ORSC 22381 (1/93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: STEVEN W. DOBSON, JOHN W. SCHULER of AUSTIN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5896

Signed and sealed at the City of Brookfield, WI this 17th day of October, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

TIME INSURANCE AGENCY, INC.

OLD REPUBLIC

Old Republic Surety Company
Old Republic Insurance Company

*** Duplicate Original ***

MAINTENANCE BOND

BOND NO.: LFB7451340

KNOW ALL MEN BY THESE PRESENTS: That North Forest Development Austin, LLC as Principal, and Old Republic Surety Company, a corporation organized under the laws of the State of WI and authorized to do a surety business in the State of Texas, with office at , as Surety, are held and firmly bound unto City of Hutto in the sum of Two Hundred Fifty Five Thousand Five Hundred Nine & 10/100's ($ 255,509.10), lawful money of the United States of America, for the payment of well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 6th day of September, 2023.

WHEREAS, on the the said North Forest Development Austin, LLC, as contractor, entered into a contract for Hutto Professional Park- 351 Exchange Blvd, Hutto, TX - Wastewater Line Improvements for the sum of Two Hundred Fifty Five Thousand Five Hundred Nine & 10/100's ($ 255,509.10); and,

WHEREAS, under the terms of the specifications for said work, the said North Forest Development Austin, LLC is required to give a bond for Two Hundred Fifty Five Thousand Five Hundred Nine & 10/100's ($ 255,509.10), to protect against the result of faulty materials or workmanship for a period of Two(2) year(s) from and after the date of the completion and acceptance of same, namely until 9/6/2025.

NOW THEREFORE, if the said North Forest Development Austin, LLC shall for a period of Two(2) year(s) from and after the date of the completion and acceptance of same by City of Hutto replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligation to be void; otherwise to remain in full force and effect.

Principal: North Forest Development Austin, LLC
By:

Surety: Old Republic Surety Company
By: John W. Schuler
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: STEVEN W. DOBSON, JOHN W. SCHULER of AUSTIN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5896

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 6th day of September, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

TIME INSURANCE AGENCY, INC.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection(@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REPORT

13.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2023-290 authorizing the City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2024 (Jeff White)
Meeting:	Thursday, November 2, 2023
Department:	Community Services /
Staff Contact:	Jeff White

BACKGROUND INFORMATION:

Staff is requesting to enter into a Facility Use Agreement with Hutto Youth Baseball and Softball Association (HYBSA) with effective dates of January 1, 2024, through December 31, 2024.

Council adopted Resolution 2023-148 on July 6, 2023 for the 2023 Facility Use Agreement with HYBSA. The only change is in Section 14 Field Allocations,
c. Holmstrom field is closed to the Association on Monday, Wednesday, and ~~Thursday~~ Friday nights. Mager fields will be closed to the Association on ~~Thursday~~ Friday nights. HYBSA and Parks and Recreation Department mutually agreed to change the date from Thursday to Friday.

This agreement is in compliance with the Code of Ordinances Section 18.02.004 Youth sports association fees and requirements.
(a) Contract Required.
Youth sports associations must meet with the parks and recreation director or an appointed agent and agree to terms in a written contract agreement. This contract will cover fees, policies, procedures, and guidelines as to the acceptable uses, maintenance, operation and standards in which city facilities will be maintained.

(b) Basic agreement terms; fees.
(1) Youth sports associations shall reimburse the city for all electric costs during the months that their programs are in session.
(2) All youth associations will be required to submit demographic and financial information regarding resident and nonresident usage on an annual basis.
(3) All youth associations will be required to pay a nonresident fee, per season, for each nonresident child in the association, as provided in the fee schedule.
(4) All youth associations may be subject to a minimum individual player fee for each participant for each season of play, as provided in the fee schedule.
(5) All youth associations shall reimburse the city for the cost of marble dust, paint, and infield topping used (outdoor field sports) unless addressed by a City Council-executed Facility Use Agreement.

(6) All youth associations utilizing city athletic fields must require criminal history background checks on all coaches by an agency approved by the City manager or his/her designee.
(7) Coaches and parents must be currently certified and/or trained by an agency approved by the city manager or his/her designee.
(8) Contract terms run on the calendar year and are subject to review and renewal on an annual basis.

HYBSA is a 501c3 nonprofit that has used the City fields for many years. They collaborate with the City to provide recreational baseball and softball programs for the City's youth. Per this agreement, it outlines which days HYBSA has access to Mager fields (Blue, Red, and Orange) and Holmstrom field for games and practices.

The Director of Parks and Recreation will oversee the agreement and operations to ensure compliance.

GENERAL FUND - PARKS AND RECREATION

10-090-039-6521 Utilities

Available Budget:	$55,000
Proposed Expenditures:	$20,000
Remaining Budget:	$35,000

These expenses are for electrical, water, and wastewater costs.

10-090-039-6332 Ball Field Maintenance

Available Budget:	$25,000
Proposed Expenditures:	$19,000
Remaining Budget:	$6,000

These expenses are for field supplies, like bases, chalk, paint, mounds, base markers, and others.

10-090-039-6001 Salaries

Available Budget:	$747,735.15
Proposed Expenditures:	$40,000
Remaining Budget:	$707,735.15

These expenses are for approximately 1600 staff hours for field preparation.

SUMMARY OF REQUEST:

Approve the Resolution as presented

STAFF REVIEW:

Staff recommends approval

AGENDA ITEM REPORT

13.8.

FISCAL NOTES:

Fiscal information of estimated revenue $20k and expense $79k are shown above. These items were budgeted in the FY24 budget.

ATTACHMENTS:

1. Holmstrom_Field_Overview_Map
2. Mager_Fields_Overview_Map
3. Creekside_Fields_Overview_Map
4. Insurance
5. hybsa resolution
6. HYBSA Contract Exhibit A

Holmstrom Field

Mager Fields

Creekside Fields

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2023

PRODUCER

Thomas E Mestmaker & Assoc.
License #01544996
1675 Chester Ave, Ste. 400
Bakersfield, CA 93301

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Shield Sports, Special Events and Entertainment RPG, Inc

Hutto Youth Baseball Softball Association
P.O. Box 416
Hutto, TX 78634

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fortegra Specialty Insurance Company	16823
INSURER B: AXIS Insurance Company	37273
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	x	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC	KSG4002084-00 CERT-KSG400387-00	02/01/2023	02/01/2024	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. occurrence)	$ 300,000
						MED EXP (Spectator Only)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
						SEXUAL ABUSE	$ 100/300
B		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	KSG4002084-00 CERT-KSG400387-00	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea. accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		**EXCESS/UMBRELLA LIABILITY** OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	$
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		**Accident Medical**	SRPOAGI-P000008	02/01/2023	02/01/2024	Limit -$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured status provided on the General Liability policy as required by written contract.

Inland Marine/Sports Equipment Coverage limit = $20,000

CERTIFICATE HOLDER

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO. R-2023-290

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto values outstanding parks and recreation opportunities and recognizes them as a vital component of economic development; and

WHEREAS, the City of Hutto puts an emphasis on quality-of-life youth sports opportunities for its residents; and

WHEREAS, Section 18.02.004 of the Hutto Parks and Recreation Ordinances outlines the youth sports associations and fee requirements; and

WHEREAS, the City Council desires to authorize the City Manager to execute a Facilities Use Agreement ("Agreement"), attached as Exhibit A with Hutto Youth Baseball and Softball Association.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A

CITY OF HUTTO
PARKS AND RECREATION
FACILITIES UTILIZATION AGREEMENT FOR
HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION

This Facilities Use Agreement (the "Agreement") is entered into on this _____ day of _____ (the "Effective Date") between the City of Hutto, a home-rule municipal corporation in the State of Texas (herein called "City") with principal offices in Williamson County at 500 West Live Oak, Hutto, Texas 78634, by and through its Parks and Recreation Department, and the Hutto Youth Baseball Softball Association, a Texas nonprofit corporation with principal offices in Williamson County at 100 Mager Lane, Hutto, Texas 78624 (herein called "Association"), each a "Party" and together the "Parties."

Recitals

WHEREAS, Chapter 18, Article 18.02, Division 1, of the Code of Ordinances (the "Parks and Recreation Ordinance"), pursuant to Section 18.02.004, allows youth sports associations and recreational programs to use public facilities provided and maintained by the City and establishes certain required contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City to enter into a written contract agreement with the Association and that it contains specific terms; and

WHEREAS, the Association is a youth sports association operating a volunteer baseball and softball program that works with the City to provide baseball and softball programs to the City's youth.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.

2. **Purpose:** The Association may use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies results in restriction of facility use or the cancellation of this Agreement.

3. **Nature of the Agreement:** The Association will sign this Agreement, specify league management and sports guidelines, insurance requirements, budget, and fiscal

controls, concessions, field scheduling, and follow and adhere to the schedule of required documents and deadlines. Further, the Association shall sign before advertising and conducting registration for a new season.

4. **Term:** The term of this Agreement shall be from January 1, 2024, through December 31, 2024. The City reserves the right not to renew this agreement.

5. **Communication with the City:** The Association shall maintain a communication network with the City through the President, or other chief officer or highest principal of the Association however titled, for facility requests or needs. Any member of the Board may contact the City if the listed point of contact cannot be reached.

6. **Repairs or Services to City Facilities Prohibited:** No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Association and can result in the cancellation of this agreement.

7. **League Management and Sports Guidelines:**

   a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps, or clinics, via email to pard@huttotx.gov within three (3) weeks after registration concludes. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

   b. All age groups, divisions, or leagues shall have equal access to available field use time, subject to this Agreement and the schedule approved by the City Parks and Recreation Department.

   c. Any expansion or changes (including post-season tournaments) to Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted to pard@huttotx.gov at least fifteen (15) business days in advance of the first expanded or changed event to be held to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants, as determined by the City.

   d. In addition to adhering to all Federal, State, and local laws, the Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities, and all Parks and Recreation rules and ordinances shall be adhered to at all times.

   e. The Association must provide to the City an update on its non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state,

and federal agencies. Association warrants that at the time of signing, they are in such good standing.

f. The Association is responsible for ensuring athletic fields and facilities lighting is operated only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.

g. Checks required by this subparagraph are completed only when the results are provided in writing to the City Manager or their designee. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

1. require criminal history background checks on all coaches by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(6).

2. ensure new coaches and all other adults participating in the program having involvement with minors added at any time during the year also undergo such background checks and that background checks are completed on each coach at least one time per year.

3. ensure coaches and parents are certified and/or trained by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(7).

h. The Association shall be responsible for ensuring there is no alcohol or unlawful drugs are present on City property while being used for an Association activity, and that there is no improper disposal of glass containers there, per Parks and Recreation Ordinance Section 18.02.002.

i. To the fullest extent not contrary to law, any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. Signage must be removed at the end of each season.

8. **Fee Requirements:**

a. To help recover a portion of the operations costs of facility, the Association shall pay to the City a per-season fee of $15.00 per resident registration and $20.00 per nonresident registration, in addition to other approved fees outlined below.

b. Field preparation (striping and painting) shall be done by the City.

c. Fees are due to the City within fifteen (15) business days of the conclusion of the season as contemplated at the time of Agreement signing, not inclusive of Paragraph 8(c) expansions. Failure to pay fees in a timely manner may result in loss of field privileges and disqualification from any further use of City property.

d. The Association may not charge any other fees without prior approval of the City for any event. Each event will be considered separately. The Association shall not sub-lease facilities or collect fees from any other use of the facilities without prior written permission. (Example: independent tournaments, inter-league scheduling, etc.).

e. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. To the fullest extent permitted by law, the City reserves the right to deny a sponsor if they are not deemed appropriate by the City Manager or their designee.

f. Pre-Approved Association Fees

Light Fee	$20 per hour per field
Resident Fee	$15 per player per season
Non- Resident Fee	$20 per player per season

Out-of-Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field & Light Rental	$500 per season
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$10 per team

g. Approved Concessions Fees (Mager and/or Holmstrom)

Rental fee (Weekend)	$50 per day
Rental fee (Weekday)	$15 per day
PARD Staff (if necessary)	$25 per hour
Deposit	$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	$25 per field
Re-Dragging	$20 per field

9. **Insurance Requirements:**

a. Individual players, participants, or spectators are not covered by any insurance policy held by the City of Hutto.

b. The Association shall carry commercial general liability insurance with a minimum coverage of one million dollars ($1,000,000) for each occurrence, with at least one million dollars ($1,000,000) aggregate. The City shall be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is at the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**

c. Glass breakage or other damage to vehicles on rights-of-way or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City and **the City shall be released, indemnified, and held harmless from such incidents**. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.

d. Neither theft nor loss of property/damage to equipment and supplies caused by inclement weather or any other means is the responsibility of the City. Association shall ensure **all participants release, indemnify, and hold the City harmless from and against any damages from such incidents**. This includes all items stored in concession facilities, meeting rooms, and storage areas.

e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY. SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTEE OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE, OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE, OR EQUIPMENT.**

f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE OR OTHER FAULT. THE ASSOCIATION SHALL INDEMNIFY, DEFEND**

AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.

10. **Budget and Fiscal Controls:**

    a. To assure fiscal control, the Association will:
        i. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
        ii. Association must use best practices for records and storage retention.
        iii. Immediately notify Parks and Recreation Department of any change in the Association's U.S. Internal Revenue Code section 501(c)(3) status.
        iv. Immediately notify Parks and Recreation Department of any change in the Association's insurance coverage for the lines of insurance required by this Agreement.

    b. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within seventy-two (72) hours of a written request from the City. It shall be the Association's responsibility to provide all requested items.

11. **Concessions:** Associations may operate concession stands under the following guidelines:

    a. Association is responsible for the operations of the concession stands.

    b. Association shall not sub-contract or assign the concession facility to a third party.

    c. Sales of goods or other services not subject to this Agreement on City property (such as at opening and closing day events, camps, and fundraising events) shall be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.

    d. Any other sales of goods or services not identified in this Agreement must comply with and pay fees as required under the current City ordinances.

The Association must follow local, state, and federal laws regarding food preparation and obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

12. **Scheduling – Status of Playing Conditions:**

a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.

b. Association will have access to the fields on the following days: Sunday, Monday, Tuesday, Wednesday, Friday, and Saturday.

c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to February 1st and August 1st to August 31st to allow proper maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

d. Field preparation requests ***must*** be submitted to pard@huttotx.gov a minimum of ten (10) business days before the start of the season.

e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other "act of nature" that causes questionable playing conditions.

f. Make-up games must be submitted to pard@huttotx.gov at least five (5) business days before any games unless such make-up games use existing reserved days and times.

g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions must be requested at least ten (10) business days in advance by emailing the reasoning and justification to pard@huttotx.gov. The City has sole discretion whether to grant such an exception for programming purposes.

13. **Field/Facility Use and Enhancements:** Failure to comply with the following provisions can result in cancellation of the contract by the City.

a. The Association may not make any permanent improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.

b. All field maintenance will be done by the City, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary.

c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.

d. Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable and within reason) and dispose of such trash into trash receptacles on the scheduled game and practice days.

e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.

f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

g. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

h. The City is not obligated to provide storage or meeting space for the Association, the participants, or any other user groups. Any City property storage area that is made available to the Association, the participants, or any other user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

14. **Field Allocations:**

a. Association is able use to fields at Creekside, Holmstrom, and Mager. Field allocations remain in effect throughout the contract period subject to any changes made by the City.

b. The City reserves the right to offer the fields for reservations by other parties when not in use by the Association.

c. Holmstrom field is closed to the Association on Monday, Wednesday, and Friday nights. Mager fields will be closed to the Association on Friday nights.

15. **Tournaments, Clinics, Camps, and Special Events:**

a. Tournaments and special events including, without limitation, clinics and camps, not linked to a Paragraph 8(c) season expansion or change must be approved in writing by the City and cannot be scheduled on the date of a City Special Event unless approved in writing.

b. Requests for use of City facilities/fields for such tournaments and special events must be made in writing at least six (6) weeks in advance. Such tournaments and special events must not be scheduled or advertised in advance until the Association receives written approval from the City.

c. Out-of-season or All-Star Tournaments may only be scheduled within the allowable dates according to this contractual Agreement. The Association will be charged $10.00 for each team participating in the tournament.

d. Gate fees may not be charged for entry into any public park without the prior written consent of the Parks and Recreation Department.

16. **Revocation of Contract:**

a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.

b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked effective ten (10) calendar days after delivery of written notice by the City to the Association, and all privileges set forth being eliminated, but the Association may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the Association will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.

c. Reapplication for use of City facilities may be presented to the City and Board the following season.

17. **Field/Facility Inspection and Closure Agreement:**

a. The City will close the fields/facilities under the following conditions:

i. A City-sponsored event is scheduled.

ii. The fields need to be rested due to usage.

iii. The athletic fields and facilities are too wet and unplayable for games.

iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

18. **Procedures for Athletic Fields and Facilities Closure:**

a. The primary responsibility to determine athletic fields and facilities closure decisions shall rest with the City.

b. The Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.

c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.

d. The City will render a decision based on field conditions and/or the weather.

e. The decision of the City will be final.

If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

19. **Limitations of Liability: Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. The Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.**

21. **Contact Information**: The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact and to receive all notices under this Agreement. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

Name: Todd Corporon
Phone: 512-922-9292
Email: hybsl@yahoo.com

22. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.

23. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

24. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.

25. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.

26. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

ASSOCIATION

By: _____
Name: Todd Corporon
Title: President
Date: _____

CITY

By: _____
James Earp, City Manager
Date: _____

ATTEST:

By: _____
Angela Lewis, City Secretary

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of ____ 2023, by James Earp**,** as City Manager of the City of Hutto, Texas.

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2023, by Todd Corporon, as President of the Hutto Youth Baseball Softball Association.

_____
Notary Public, State of Texas

My commission expires:

_____

AGENDA ITEM REPORT

13.9.

To:	City Council
Subject:	Consideration and possible action on approval of Resolution No. R-2023-291 to allow the City Manager to execute a Facility Use Agreement with Sting Soccer Foundation for 2024 (Jeff White)
Meeting:	Thursday, November 2, 2023
Department:	Community Services /
Staff Contact:	Jeff White

BACKGROUND INFORMATION:

Staff is requesting to enter into a Facility Use Agreement with Sting Soccer Foundation (STING) with effective dates of January 1, 2024, through December 31, 2024.

Council adopted Resolution 2023-142 on July 6, 2023 for the 2023 Facility Use Agreement with STING.

This agreement is in compliance with the Code of Ordinances Section 18.02.004 Youth sports association fees and requirements.
(a) Contract Required.
Youth sports associations must meet with the parks and recreation director or an appointed agent and agree to terms in a written contract agreement. This contract will cover fees, policies, procedures, and guidelines as to the acceptable uses, maintenance, operation and standards in which city facilities will be maintained.

(b) Basic agreement terms; fees.
(1) Youth sports associations shall reimburse the city for all electric costs during the months that their programs are in session.
(2) All youth associations will be required to submit demographic and financial information regarding resident and nonresident usage on an annual basis.
(3) All youth associations will be required to pay a nonresident fee, per season, for each nonresident child in the association, as provided in the fee schedule.
(4) All youth associations may be subject to a minimum individual player fee for each participant for each season of play, as provided in the fee schedule.
(5) All youth associations shall reimburse the city for the cost of marble dust, paint, and infield topping used (outdoor field sports) unless addressed by a City Council-executed Facility Use Agreement.
(6) All youth associations utilizing city athletic fields must require criminal history background checks on all coaches by an agency approved by the City manager or his/her designee.
(7) Coaches and parents must be currently certified and/or trained by an agency approved by the city manager or his/her designee.

(8) Contract terms run on the calendar year and are subject to review and renewal on an annual basis.

Per this agreement, it outlines which days STING has access to Riverwalk Soccer fields for games and practices.

The Director of Parks and Recreation will oversee the agreement and operations to ensure compliance.

GENERAL FUND - PARKS AND RECREATION

10-090-039-6521 Utilities

Available Budget:	$55,000
Proposed Expenditures:	$25,000
Remaining Budget:	$30,000

These expenses are for electrical, water, and wastewater costs.

SUMMARY OF REQUEST:

This agreement is the same as the Facility Use Agreement adopted in 2023. Approval of the Resolution as presented

STAFF REVIEW:

Staff Recommends Approval

FISCAL NOTES:

Fiscal information of estimated revenue $10k and expense $25k are shown above. These items were budgeted in the FY24 budget.

ATTACHMENTS:

1. Riverwalk_Soccer_Complex_Overview_Map
2. Sting resolution
3. Sting Contract Exhibit A
4. Sting COI

Riverwalk Soccer Complex

RESOLUTION NO. R-2023-291

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH STING SOCCER FOUNDATION; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto values outstanding parks and recreation opportunities and recognizes them as a vital component of economic development; and

WHEREAS, the City of Hutto puts an emphasis on quality-of-life youth sports opportunities for its residents; and

WHEREAS, Section 18.02.004 of the Hutto Parks and Recreation Ordinances outlines the youth sports associations and fee requirements; and

WHEREAS, the City Council desires to authorize the City Manager to execute a Facilities Use Agreement ("Agreement"), attached as Exhibit A with Sting Soccer Foundation.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd day of November 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

EXHIBIT A
CITY OF HUTTO
PARKS AND RECREATION
FACILITIES UTILIZATION AGREEMENT FOR
STING SOCCER FOUNDATION

This Facilities Use Agreement (the "Agreement") is entered into on this _____ day of _____ (the "Effective Date") between the City of Hutto, a home-rule municipal corporation in the State of Texas (herein called "City"), by and through its Parks and Recreation Department, and the Sting Soccer Foundation, a Texas nonprofit association (herein called "Association"), each individually referred to as "Party" or together the "Parties."

Recitals

WHEREAS, Chapter 18, Article 18.02, Division 1, of the Code of Ordinances (the "Parks and Recreation Ordinance"), pursuant to Section 18.02.004, allows youth sports associations and recreational programs to use public facilities provided and maintained by the City and establishes certain required contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City to enter into a written contract agreement with the Association and that it contains specific terms; and

WHEREAS, the Association is a is qualified and undertakes to provide the required quality of parks and recreation opportunities by the City of Hutto.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** The Association may use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies could result in restriction of facility use or the cancellation of this Agreement.
3. **Nature of the Agreement:** The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget, and fiscal controls, concessions, field scheduling, and follow/adhere to the schedule of required documents and deadlines. The Agreement will be signed prior to the Association advertising and conducting registration for a new season. The Parks and Recreation Department reserves the right to not renew this agreement.

4. **Term:** The term of this Agreement shall be from January 1, 2024, through December 31, 2024. The City reserves the right not to renew this agreement.

5. **Communication with the City:** The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs. Any member of the board may contact the City if the two listed points of contact cannot be reached.

6. **Repairs or Services to City Facilities Prohibited:** No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Association and may result in the cancellation of this agreement.

7. **League Management and Sports Guidelines:**

    a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps, or clinics, via email to pard@huttotx.gov within three (3) weeks after the close of registration in order to prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

    b. All age groups, divisions, or leagues, shall have equal access to available field use time, subject to this Agreement and the schedule approved by the City Parks and Recreation Department.

    c. Any expansion or changes (including post-season tournaments) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants, as determined by the City.

    d. In addition to adhering to all Federal, State, and local laws, the Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities, and all Parks and Recreation rules and ordinances shall be adhered to at all times.

    e. Each Association must provide an update on its non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.

    f. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.

    g. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

1. require criminal history background checks on all coaches by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(6).

2. ensure new coaches and all other adults participating in the program having involvement with minors added at any time during the year also undergo such background checks and that background checks are completed on each coach at least one time per year.

3. ensure coaches and parents are certified and/or trained by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(7).

h. The Association shall be responsible for ensuring there is no alcohol or unlawful drugs are present on City property while being used for an Association activity, and that there is no improper disposal of glass containers there, per Parks and Recreation Ordinance Section 18.02.002.

i. To the fullest extent not contrary to law, any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. Signage must be removed at the end of each season.

8. **Fee Requirements:**

a. To help recover a portion of the operations costs of facility, the Association shall pay to the City a per-season fee of $15.00 per resident registration and $20.00 per nonresident registration, in addition to other approved fees outlined below.

b. Field preparation (stripping and painting) will be done by the Association.

c. Fees are due to the City within fifteen (15) business days of the conclusion of the season as contemplated at the time of Agreement signing, not inclusive of Paragraph 8(c) expansions. Failure to pay fees in a timely manner may result in loss of field privileges and disqualification from any further use of City property.

d. The Association may not charge any other fees without prior approval of the City for any event. Each event will be considered separately. The Association shall not sub-lease facilities or collect fees from any other use of the facilities without prior

written permission. (Example: independent tournaments, inter-league scheduling, etc.).

e. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. To the fullest extent permitted by law, the City reserves the right to deny a sponsor if they are not deemed appropriate by the City Manager or their designee.

f. Pre-Approved Association Fees

Light Fee	$20 per hour per field
Resident Fee	$15 per player per season
Non- Resident Fee	$20 per player per season

Out-of-Season Tournaments Field Rental Fees

Field & Light Rental	$500 per season
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$10 per team

9. **Insurance Requirements:**

a. Individual players, participants, or spectators are not covered by any insurance policy held by the City of Hutto.

b. The Association shall carry commercial general liability insurance with a minimum coverage of one million dollars ($1,000,000) for each occurrence, with at least one million dollars ($1,000,000) aggregate. The City shall be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is at the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year**

c. Glass breakage or other damage to vehicles on rights-of-way or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City and **the City shall be released, indemnified, and held harmless from such incidents**. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.

d. Neither theft nor loss of property/damage to equipment and supplies caused by inclement weather or any other means is the responsibility of the City. Association shall ensure **all participants release, indemnify, and hold the City harmless from and against any damages from such incidents**. This includes all items stored in concession facilities, meeting rooms, and storage areas.

e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY. SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTEE OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE, OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE, OR EQUIPMENT.**

f. THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE OR OTHER FAULT. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.

10. **Budget and Fiscal Controls:**

a. To assure fiscal control, the Association will:
   i. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
   ii. Association must use best practices for records and storage retention.

iii. Immediately notify Parks and Recreation Department of any change in the Association's U.S. Internal Revenue Code section 501(c)(3) status.
iv. Immediately notify Parks and Recreation Department of any change in the Association's insurance coverage for the lines of insurance required by this Agreement.

b. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within seventy-two (72) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

11. **Concessions:**

a. Sales of goods or other services not subject to this Agreement on City property (such as at opening and closing day events, camps, and fundraising events) shall be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.

b. Any other sales of goods or services not identified in this Agreement must comply with and pay fees as required under the current City ordinances.

The Association must follow local, state, and federal laws regarding food preparation and obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

12. **Scheduling – Status of Playing Conditions:**

a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.

b. Association will have access to the fields on the following days: Sunday, Monday, Tuesday, Wednesday, Thursday, and Saturday.

c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to February 1st and August 1st to August 31st to allow proper maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

d. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other "act of nature" that causes questionable playing conditions.

e. Make-up games must be submitted to pard@huttotx.gov at least five (5) business days before any games unless such make-up games use existing reserved days and times.

f. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions must be requested at least ten (10) business days in advance by emailing the reasoning and justification to pard@huttotx.gov. The City has sole discretion whether to grant such an exception for programming purposes.

13. **Field/Facility Use and Enhancements:**

a. The Association may not make any permanent improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.

b. All field maintenance will be done by the Association, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary.

c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.

d. Association shall pick up all trash on and between all playing fields, restrooms, bleacher areas, and parking areas (where applicable and within reason) and dispose of such trash into trash receptacles on the scheduled game and practice days.

e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.

f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

g. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

h. The City is not obligated to provide storage or meeting space for the Association, the participants, or any other user groups. Any City property storage area that is

made available to the Association, the participants, or any other user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

14. **Field Allocations:**

a. Association is able use to the fields at Riverwalk Soccer Complex. Field allocations remain in effect throughout the contract period subject to any changes made by the City.

b. The City reserves the right to offer the fields for reservations by other parties when not in use by the Association.

c. Riverwalk field is closed to the Association on Fridays.

15. **Tournaments, Clinics, Camps, and Special Events:**

a. Tournaments and special events including, without limitation, clinics and camps, not linked to a Paragraph 8(c) season expansion or change must be approved in writing by the City and cannot be scheduled on the date of a City Special Event unless approved in writing.

b. Requests for use of City facilities/fields for such tournaments and special events must be made in writing at least six (6) weeks in advance. Such tournaments and special events must not be scheduled or advertised in advance until the Association receives written approval from the City.

c. Out-of-season or Tournaments may only be scheduled within the allowable dates according to this contractual Agreement. The Association will be charged $10.00 for each team participating in the tournament.

d. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Department.

16. **Revocation of Contract:**

a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.

b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked effective ten (10) calendar days after delivery of written notice by the City to the Association, and all privileges

set forth being eliminated, but the Association may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the Association will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.

c. Reapplication for use of City facilities may be presented to the City and Board the following season.

17. **Field/Facility Inspection and Closure Agreement:**

a. The City will close the fields/facilities under the following conditions:

i. A City-sponsored event is scheduled.

ii. The fields need to be rested due to usage.

iii. The athletic fields and facilities are too wet and unplayable for games.

iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

18. **Procedures for Athletic Fields and Facilities Closure:**

a. The primary responsibility to determine athletic fields and facilities closure decisions shall rest with the City.

b. The Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.

c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.

d. The City will render a decision based on field conditions and/or the weather.

e. The decision of the City will be final.

f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

19. **Limitations of Liability**: Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

20. **Contact Information**: The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact and agent for receipt of notices and service of process. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

    Name: Nick Kriczky
    Phone Number: 512-417-8150
    Email: nkriczky@gmail.com

21. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.

22. **Severability:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.

23. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.

24. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.

25. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

Sting Soccer Foundation

_____

By: Nick Kriczky
Title: Board Representative
Date: _____

CITY:

By: _____
James Earp, City Manager
Date: _____

ATTEST:

By: _____
Angela Lewis, City Secretary

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of ____ 2023, by James Earp**,** as City Manager of the City of Hutto, Texas.

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2023, by Nick Kriczky, as Board Representative of the Sting Soccer Association.

_____
Notary Public, State of Texas

My commission expires:

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood FL 32750

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Fire Insurance Company	21113
INSURER B : Accredited Surety & Cas Co Inc	26379
INSURER C : HDI Global Specialty SE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED USCLUBS-01
National Association of Competitive Soccer Clubs
dba US Club Soccer
774 S Shelmore Blvd Ste 104
Mount Pleasant SC 29464

COVERAGES **CERTIFICATE NUMBER:** 968852904 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	1-TRE-SC-17-01338515-01	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 5,000
	X Participant LL						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Sanctioned Event						Abuse & Molestation	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	**UMBRELLA LIAB** X OCCUR	Y	Y	1-TRE-SC-17-01338516-01	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 3,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A C	Accident Medical Full Excess Excess Liability	Y	Y	US1929851 HDHX003701036	8/1/2023 8/1/2023	8/1/2024 8/1/2024	Medical Maximum Med. Deductible Excess of $3mm primar	100,000 500 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured under the General Liability and Excess Liability policies when required by written contract but only with respect to the operations of the Named Insured. The below referenced club is Included as a Named Insured per form (IL1201 1185) but only for liability arising directly from participation in an event or activity sanctioned or approved by US Club Soccer. MEDICAL EXPENSE coverage only applies to Event Spectators and visitors at a covered office location

This Certificate is issued on behalf of all valid YOUTH US CLUB SOCCER registered and approved players and staff participating with:

Sting Soccer Club, Club ID# C 4763
See Attached...

CERTIFICATE HOLDER

City of Hutto
1 Riverwalk Drive
Hutto TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Burkart

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AGENCY CUSTOMER ID: USCLUBS-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Insurance Office of America, Inc.	National Association of Competitive Soccer Clubs dba US Club Soccer 774 S Shelmore Blvd Ste 104 Mount Pleasant SC 29464
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

If using as an indoor facility, coverage is limited to practice, meetings, and official training sessions for this club.

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AGENDA ITEM REPORT

13.10.

To:	City Council
Subject:	Consideration and possible action relating to Ordinance No.O-2023-074 amending Hutto City Code Chapter 2, Article 2.02, BOARDS, COMMISSIONS AND AUTHORITIES, Division 4, Library Advisory Board, by adding Section 2.02.94 Quorum and Section 2.02.95 Board Action (City Council) a. Consideration and possible action on Ordinance No. O-2023-074 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13
Meeting:	Thursday, November 2, 2023
Department:	City Council /
Staff Contact:	Dottie Palumbo

BACKGROUND INFORMATION:

Library Board Ordinance sections added for quorum requirements and voting requirements added per Council direction at the October 19, 2023 City Council Meeting.

SUMMARY OF REQUEST:

No request

STAFF REVIEW:

No recommendation

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto-ORD-Amendments to Library Board 10.30.23

ORDINANCE NO. O-2023-074

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING CHAPTER 2, ARTICLE 2.02, DIVISION 4 LIBRARY ADVISORY, OF THE CODE OF ORDINANCES, ADDING ARTICLE 2.02.094, AND ARTICLE 2.02.095 TO ADD BOARD QUORUM DEFINITION AND BOARD ACTION DEFINITION AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PENALTY, PUBLICATION, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to adopt this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 2, Article 2.02, Division 4 Library Advisory Board of the Code of Ordinances of the City of Hutto, is hereby amended by adding the following sections:

Section 2.02.094 Board Quorum Definition: A quorum of the Board shall consist of 3 members.

Section 2.02.095 Board Action Definition: An action of the Board must be approved by 3 members.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or

administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Penalty: That a violation of this Ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Sec. 1.01.009 of the Code of Ordinances of the City of Hutto, which shall be a fine of not less than one dollar ($1.00) and no more than five hundred dollars ($500.00), and each day a violation exists shall be a separate offense.

Section 8. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 9. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and **APPROVED** on the first reading this the **2nd** day of **November 2023.**

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this Ordinance on two separate dates was dispensed with.

THE CITY OF HUTTO, TEXAS

By:_____

Mike Snyder, Mayor

ATTEST:

By:_____
Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.11.

To:	City Council
Subject:	Consideration and possible action relating to Ordinance No. O-2023-073 amending Hutto City Code Chapter 2, Article 02, Division 8, Diversity and Inclusion Commission, by amending the membership boundary to include the HISD boundary, providing for a Quorum of 3 of the 7 members and 3 votes to approve an action (City Council) a. Consideration and possible action on Ordinance No. O-2023-073 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13
Meeting:	Thursday, November 2, 2023
Department:	City Council /
Staff Contact:	Dottie Palumbo

BACKGROUND INFORMATION:

Diversity and Inclusion Ordinance amendments and sections added for quorum requirements and voting requirements added per Council direction at the October 19, 2023 City Council Meeting.

SUMMARY OF REQUEST:

No request

STAFF REVIEW:

No recommendation

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto ORD-Amendments to DI Comm

ORDINANCE NO. O-2023-073

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING HUTTO CITY CODE CHAPTER 2, ARTICLE 2.02.001, DIVISION 8 OF THE CODE OF ORDINANCES, MEMBERSHIP OF THE DIVERSITY AND INCLUSION COMMISSION, AND ADDING ARTICLE 2.02.208, AND 2.02.209 TO ADD COMMISSION QUORUM REQUIREMENTS AND COMMISSION ACTION REQUIREMENTS AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PENALTY, PUBLICATION, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to adopt this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 2, Article 2.02.001, Division 1, and Chapter 2, Article 2.02.208 and 2.02.209, Division 8 of the Code of Ordinances of the City of Hutto, is hereby amended by amending and adding the following sections:

Sec. 2.02.03 (b) Membership

(3) Each candidate for appointment as a member of the diversity and inclusion commission shall be at least eighteen (18) years old and shall have resided within the corporate city limits, ~~or~~ within territory annexed prior to the appointment, or within the boundaries of the Hutto Independent School District for at least twelve months preceding the appointment. The diversity and inclusion commission shall, to the extent possible, be broadly representative of economic status, race, color, religion, gender, national origin, ancestry, marital status, physical or mental disability, sexual orientation and gender identity.

Section 2.02.208 Quorum. A quorum of the Commission shall consist of 3 members.

Section 2.02.209 Commission Action**.** An action of the Commission shall be approved by 3 members.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Penalty: That a violation of this Ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Sec. 1.01.009 of the Code of Ordinances of the City of Hutto, which shall be a fine of not less than one dollar ($1.00) and no more than five hundred dollars ($500.00), and each day a violation exists shall be a separate offense.

Section 8. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 9. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and **APPROVED** on the first reading this the **2nd** day of **November 2023.**

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this Ordinance on two separate dates was dispensed with.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.12.

To:	City Council
Subject:	Consideration and possible action on approving the October 19, 2023 Work Session and City Council meeting minutes (Angela Lewis)
Meeting:	Thursday, November 2, 2023
Department:	City Secretary /
Staff Contact:	Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the October 19, 2023 Work Session and City Council meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. 10.19.23 Work Session Minutes DRAFT
2. 10.19.23 CC Meeting Minutes DRAFT

City of Hutto

MINUTES

City Council Work Session
Thursday, October 12, 2023 at 6:00 PM
Executive Conference Room

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

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager, Christina Bishop, Controller, Rick Coronado, Public Works Director, Angela Lewis, City Secretary, Amanda Taylor, Assistant City Secretary

3. OTHER BUSINESS

3.1 Discussion and recommendations on revising Council Protocols, including discussion on Parliamentary Procedure (Councilmember Gordon)

City Council discussed City Council Protocols and Parliamentary Procedure.

4. ADJOURNMENT – 6:55 p.m.

ATTEST:

_____
Mike Snyder, Mayor

_____
Angela Lewis, City Secretary

DRAFT

City of Hutto

MINUTES

City Council Meeting
Thursday, October 19, 2023 at 7:00 PM
City Council Chambers
500 W. Live Oak Street

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

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

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar, Councilmember Dana Wilcott, Councilmember Randal Clark

Absent: None

Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; Ashley Bailey, Executive Director of Development Services; Angela Lewis, City Secretary; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Amanda Taylor, Assistant City Secretary

3. INVOCATION –Pastor Arthur Spence from Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

At this time, City Council added a proclamation recognizing Breast Cancer Awareness Month, Pink Strong Month, October 2023– read by Councilmember Randal Clark

5. CITY MANAGER COMMENTS

- Hutto POV – Stormwater Knowledge Survey
- New Crime Tips App – to submit anonymous tips to HPD
- LinkedIn Learning available at the Library
- Santa Claus Crawl tickets going on sale – Occurs on December 2nd
- Job Fair at Brushy Creek Amphitheatre – October 21 & 22
- Williamson County Fair and Rodeo – October 25-28
- Hutto Cleanup – October 28
- Frights at Fritz – October 28
- Boo Bash – October 31 in the Library
- Hutto Citizens University Recognition

6. PUBLIC COMMENTS

- Robin Sutton
- Greg Culver – requested to speak last

DRAFT

- Andrea Franklin – Yielded her time to Terrance Owens
- Terrance Owens
- Bethany Hoffman –Yielded her time to Terrance Owens
- Angela Owens – Yielded her time to Onnesha
- Onnesha Williams
- Greg Culver
- Anita Garner - written Public Comment

Councilmember Wilcott requested moving Item 14.1 up in the agenda, and there were no objections.

14. CITY COUNCIL COMMENTS

14.1. General Comments from City Council

Councilmember Wilcott, Councilmember Thornton, Mayor Pro Tem Gordon, and Councilmember Kolar provided comments.

7. PRESENTATIONS

7.1 Fiber Installation Presentation – *Presented by Rick Coronado*

At this time, Mayor Snyder read additional names into record of online public commenters: Angie Robinson, Trisha Burky, Terrie and Michael Thibodeaux, Lori Schultz, and Pam Lawrence.

8. BOARDS AND COMMISSIONS ACTION

8.1 Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

No action was taken.

8.2 Consideration and possible action on review of Boards and Commissions Ordinance (Councilmember Dan Thornton)

A motion was made by Councilmember Thornton and seconded by Councilmember Thompson requesting legal to bring back an ordinance change to the membership requirements for the Diversity and Inclusion Commission (D&I), expanding the boundaries from the City limits to the Hutto Independent School District boundaries; to change the definition of a quorum for both the D&I Commission

DRAFT

and Library Advisory Board (LAB) to three members present; and to change the vote requirement to read, "a majority of members present, but no less than three affirmative votes" for both D&I and LAB.

A motion was by Councilmember Clark and seconded by Councilmember Kolar to split the vote into two items.

The first motion to expand the D&I boundaries to Hutto Independent School District passed, 7,0.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to amend the second motion to change the membership requirements for both D&I and LAB to be five member boards with two alternates. Mayor Pro Tem Gordon rescinded.

The second motion to change the quorum requirement to three, and vote requirements to a majority of those present but no less than three passed 7,0.

9. RESOLUTIONS

9.1 Consideration and possible action on Resolution No. R-2023-267 approving an Interlocal Cooperation Agreement with Williamson County for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (Chief Jeffrey Yarbrough)

Presented by Lt. Nathan Spraggins.

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-267. The vote passed 7,0.

10. OTHER BUSINESS

10.1 Consideration and possible action relating to the Ed Schmidt Improvements report recommendations (CIP T10) (Matt Rector)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark directing staff to prioritize intersection improvements at Limmer Loop and Ed Schmidt, sidewalks along Ed Schmidt between 79 and Hutto Discovery United Methodist Church, and performing a speed study. The vote passed 7,0.

10.2 Discussion and possible action regarding Diversity, Equity, and Inclusion (DE&I) training options (Irene Talioaga)

Public Speaker: Terrance Owens

DRAFT

A motion was made by Councilmember Clark and seconded by Councilmember Wilcott directing staff to come back with a proposal to Stan Kimer along with two other options for in-person training. The vote passed 7,0.

11. CONSENT AGENDA ITEMS

11.1 Consideration and possible action on Resolution No. R-2023-271 authorizing the City Manager to purchase Bergkamp HT-06-20 Asphalt Patch Truck for an amount of $280,201.25 from Houston Freightliner through HGACBuy HT06-20 Agreement (Rick Coronado)

11.2 Consideration and possible action on Resolution No. R-2023-270 approving a purchase of communication equipment upgrades to City Hall and Police Department Facilities from Motorola Solutions Inc. through Texas Department of Information Resources (DIR) agreement for an amount of $174,509 (Rick Coronado)

11.3 Consideration and possible action on Resolution No. R-2023-269 approving the amendment to Individual Project Order (IPO) 2022-04 with Freese and Nichols, Inc. for Construction Phase services to include the design for the Jonah SUD Wholesale Interconnect and 16-inch diameter water transmission line Project (Capital Improvement Project W4-2023) in the amount of $129,686.00 (Matt Rector)

11.4 Consideration and possible action relating to Resolution No. R-2023-268 approving the Service Area Agreement between the City of Hutto and the Jonah Water Special Utility District to release Water CCN area to Jonah Special Utility District (Matt Rector)

11.5 Consideration and possible action on Resolution No. R-2023-274 amending the completion date of the Water Modeling updates to the Individual Project Order No. 2023-13 to the Master Agreement dated July 15, 2021 between the City of Hutto and Freese and Nichols, Inc. to February 29, 2024 (Matt Rector)

11.6 Consideration and possible action on Resolution No. R-2023-275 amending the completion date for the Water Services Extension Individual Project Order No. 2023-10 to the Master Agreement between the City of Hutto and Freese and Nichols to February 29, 2024 (Matt Rector)

11.7 Consideration and possible action on Resolution No. R-2023-276 amending the completion date of the Wastewater Modeling Individual Project Order with Garver, LLC. by extending the completion date to February 29, 2029 (Matt Rector)

DRAFT

11.8 Consideration and possible action on Resolution No. R-2023-277 amending the On Call Wastewater Services Extension Request Individual Project Order with Garver, LLC by extending the completion date to February 29, 2029 (Matt Rector)

11.9 Consideration and possible action on Resolution No. R-2023-273 approving the Investment Report for the period ended 09/30/2023 (Christina Bishop)

11.10 Discussion and acceptance of Fiscal Policy Annual Compliance Checklist and Plan for Future (Christina Bishop)

11.11 Consideration and possible action accepting the September 2023 Financial Statements (Christina Bishop)

11.12 Consideration and possible action on Resolution No. R-2023-272 approving the Annual Investment Policy for the City of Hutto (Christina Bishop)

11.13 Consideration and possible action on approving the October 12, 2023 City Council Work Session and Meeting minutes (Angela Lewis)

11.14 Consideration and possible action on Ordinance No. O-2023-071 regarding a Co-Op Planned Unit Development Amendment, 35.102 acres, more or less, located on US 79 West at CoOp Blvd (Second Reading) (Ashley Bailey)

11.15 Consideration and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Second Reading) (Ashley Bailey)

Councilmember Thornton pulled Item 11.15. Mayor Snyder pulled items 11.7 and 11.8.

A motion was made by Councilmember Kolar and seconded by Councilmember Clark to approve Consent Agenda Item Nos. 11.1,11.2,11.3, 11.4, 11.5, 11.6, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14 as presented. The vote passed 7,0.

Discussion on pulled items:

11.7 Consideration and possible action on Resolution No. R-2023-276 amending the completion date of the Wastewater Modeling Individual Project Order with Garver, LLC. by extending the completion date to February 29, 2029 (Matt Rector)

DRAFT

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Resolution No. R-2023-276 after correcting the date. The vote passed 7,0.

11.8 Consideration and possible action on Resolution No. R-2023-277 amending the On Call Wastewater Services Extension Request Individual Project Order with Garver, LLC by extending the completion date to February 29, 2029 (Matt Rector)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2023-277 after correcting the date. The vote passed 7,0.

11.15 Consideration and possible action on Ordinance No. O-2023-033 for the proposed Specific Use Permit request for the property known as 901 Ed Schmidt Boulevard, to allow a drive-through facility (UDC 10.304.10) (Second Reading) (Ashley Bailey)

Guillermo Calvio with Jameson Civil Engineering and Madu Phillips, architect, were available to answer Council questions.

A motion was made by Mayor Snyder and seconded by Councilmember Thornton to approve the permit if the owner also installs a grease trap or equivalent system for as long as the restaurant is designated a smokehouse style restaurant. The vote failed, 2, 5 (Kolar, Wilcott, Gordon, Clark, and Thompson dissenting)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Ordinance No. O-2023-033. The vote passed 5,2 (Snyder and Thornton dissenting)

At this time, Mayor Snyder requested to bring up item 14.2.

14.2 Future Agenda Items

Mayor Snyder requested an item on the next agenda titled "Consideration and possible action regarding Mayor Snyder and Chapter 171 – Conflicts of Interest regarding voting on ordinance no. O-2023-033" and asked legal to review any legal rules or violations that may have occurred.

12. EXECUTIVE SESSION – *Convened into Executive Session at 10:16 pm*

12.1 Pursuant to Texas Government Code section 551.071 (Attorney Consultation) to deliberate and seek legal advice regarding Jones v. City of Hutto, Texas, pending in the United States District Court, Western District, Austin Division.

DRAFT

12.2 Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to Megasite economic development projects

12.3 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

There was no action taken in Executive Session.

13. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 12:02 am*

No action was taken.

14. CITY COUNCIL COMMENTS

14.2 Future Agenda Items

14.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

A motion was made by Councilmember Clark and seconded by councilmember Thornton to move the Dec. 21st regular scheduled meeting to Dec. 14th. The vote passed 7,0.

15. ADJOURNMENT – *October 20th, 2023 at 12:04 AM*

ATTEST:

_____
Mike Snyder, Mayor

_____
Angela Lewis, City Secretary

DRAFT