



City of Hutto

Agenda

City Council Meeting

Thursday, January 4, 2024 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. PROCLAMATION

5.1. Martin Luther King, Jr. Day Proclamation

6. CITY MANAGER COMMENTS

6.1. Swearing in of City Attorney Dorothy "Dottie" Palumbo

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 January 4, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

8. PRESENTATIONS

8.1. Police Department Quarterly Update (Chief Jeffrey Yarbrough)

8.2. Fritz Park Update Presentation

8.3. Capital Improvement Projects (CIP) Updates and Presentations

9. PUBLIC HEARINGS AND RELATED ACTION

9.1. Consideration and possible action on Resolution No. R-2024-009 approving the municipal services agreement for the proposed annexation of the Meadow Brook tract, 87.8 acres, more or less, of land, located off FM1660S (Ashley Bailey)

9.2. Conduct a public hearing and consider possible action on Ordinance No. O-2024-001 approving the Annexation of the Meadow Brook Tract, 87.8 acres, more or less, of land,

and to Establish the Base Zoning as Single Family (SF-2) and Commercial (B-2) located off FM 1660S (First Reading) (Ashley Bailey)

- 9.3. Conduct a public hearing and consider possible action on Ordinance No. O-2024-002 for the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S (First Reading) (Ashley Bailey)

10. BOARDS AND COMMISSIONS

- 10.1. 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.

11. ORDINANCES

- 11.1. Consideration and possible action on Ordinance No. O-2024-003 amending the 2020 Parks, Recreation, Open Space and Trails Master Plan related to the methodology for calculating the parkland dedication fees and amending Appendix A, Article a1.000, Section a1.004, Development fees, of the Code of Ordinances to add the Parkland Fee-in-Lieu of Land Dedication Fees and the Parkland Development Fee (Jeff White)

12. RESOLUTIONS

- 12.1. Consideration and possible action relating to Resolution No. R-2024-010 of the City of Hutto, Texas, accepting a petition and calling for a public hearing on the creation of the Meadowbrook Public Improvement District (PID) within the City of Hutto, Texas (Sara Cervantes)
- 12.2. Consideration and possible action of Resolution No. R-2024-011 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) of \$277,087 with STR Constructors for Phase 1 of Fritz Park (P02-2023) (Matt Rector)
- 12.3. Consideration and possible action on Resolution R-2024-005 regarding payment of all Fritz Park Renovation Costs from \$11M Bond Issuance (Anne LaMere and Jeff White)
- 12.4. Consideration and possible action on Resolution No. R-2024-004 approving the Certificate of Formation and Bylaws of Texas Coalition for Affordable Power ("TCAP"), a Political Subdivision Corporation; accepting membership in said corporation; approving the Professional Services Agreement; and committing to budget for energy purchases and to honor the City's commitments to purchase power for its electrical needs through TCAP and adopting TCAP'S Gexa Energy's Commercial Electric Service Agreement for power to be provided on and after January 1, 2024 (Alberta Barnett, Anne LaMere, Matt Wojnowski and Margaret Somereve, Executive Director TCAP)
- 12.5. Consideration and possible action on Resolution R-2024-012, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)
- 12.6. Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)

13. OTHER BUSINESS

- 13.1. Discussion and possible action on City Council training opportunities for 2024 from the available budget (Mayor Pro Tem Peter Gordon)

14. CONSENT AGENDA ITEMS

- 14.1. Consideration and possible action relating to Resolution No. R-2024-006 of the City of Hutto, Texas, authorizing the City Manager to execute an agreement with Facility Solutions Group through BuyBoard Contract No. 657-21 in the amount of \$212,173.21 related to the Trail Lighting Project (P05-2025) (Jeff White)
- 14.2. Consideration and possible action on Resolution No. R-2024-008 approving the purchase of two (2) Toyota Tacoma Double Cab 4x4 vehicles, from the approved FY 2024 budget, from Silsbee Toyota in the amount of \$77,204 through The Interlocal Purchasing System (TIPS) (Rick Coronado)
- 14.3. Consideration and possible action on Resolution No. R-2024-007 regarding amendment No. 3 for drainage design services to the K. Friese Contract in the amount of \$72,060 for the Megasite East/West Spine road project (CIP T07-2023) (Matt Rector)
- 14.4. Consideration and possible action relating to Resolution No. R-2024-003 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Joe Bland Construction, LLC. in the amount of \$52,517 related to the FM 1660 and Limmer Loop construction project (CIP T-03-2023) (Matt Rector)
- 14.5. Consideration and possible action on Resolution No. R-2024-001 designating the Taylor Press as the official newspaper of record for all official City publications (Legal/Angela Lewis)
- 14.6. Consideration and possible action on approving the December 14, 2023 City Council work session and meeting minutes (Angela Lewis)

15. 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).

- 15.1. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to failure of developer to construct sidewalks in the Cotton Brook Development and the Cross Creek Development.
- 15.2. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), relating to the following petitions for release of the Extraterritorial Jurisdiction ("ETJ"):
 - a. Petition of Glen, Steven and Brian Wall for the release from the City's ETJ of 5 acres of land out of the Carmel Creek Estates located at 600 Lemens Avenue, Hutto, Texas.
 - b. Petition Glen, Steven and Brian Wall for the release from the City's ETJ of approximately 7.0084 acres of land more particularly described as Lot 2, Block 4 out of R020230 in the Williamson County Deed Records located at 1151 FM 1660. Hutto, Texas.
- 15.3. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) regarding the cure of the Notice of Default with Titan Mega Land Investors, LLC.

- 15.4. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to the Meadow Brook Development Agreement.
- 15.5. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to the return of Council pay pursuant to Hutto Charter Section 3.04 by former Council Member Villareal-Salvo.
- 15.6. 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.

16. ACTION RELATIVE TO EXECUTIVE SESSION

- 16.1. Consideration and possible action on Executive Session Items

17. 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.

- 17.1. General Comments from City Council
- 17.2. Future Agenda Items
- 17.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

18. ADJOURNMENT

19. CERTIFICATION

I certify that this notice of the January 4, 2024 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on December 29, 2023 before 5:00 P.M.




Amanda Taylor

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 MARTIN LUTHER KING JR. DAY

WHEREAS, THE CIVIL RIGHTS MOVEMENT OF THE 1960'S HAS PROFOUNDLY IMPACTED THE COURSE OF AMERICAN HISTORY AND CONTINUES TO SHAPE THE DIRECTION AND DEBATE OF OUR SOCIETY; AND

WHEREAS, ONE OF THE GREAT LEADERS OF THAT 20TH CENTURY MOVEMENT IS DR. MARTIN LUTHER KING, JR., WHOSE "DREAM" IS NO LESS INSPIRATIONAL AND IMPORTANT TODAY THAN WHEN HE FIRST EXPRESSED IT MORE THAN 50 YEARS AGO; AND

WHEREAS, EVEN WITH THE GAINS OF THE CIVIL RIGHTS MOVEMENT OVER THE YEARS, THERE ARE MANY GOALS AND NEEDS THAT MUST BE PURSUED TO CONTINUE OUR COMMITMENT TO ACHIEVE JUSTICE IN OUR SOCIETY, INCLUDING A COMMITMENT TO ECONOMIC JUSTICE IN THE FACE OF INCREASING DISPARITY BETWEEN RICH AND POOR; AND

WHEREAS, AS WE LOOK FORWARD TO THE FUTURE WITH OPTIMISM—INSPIRED BY DR. KING'S LEGACY AND INFORMED BY HIS WISDOM AND VISION—LET US REDEDICATE OURSELVES TO KEEPING HIS DREAM ALIVE AND BE REMINDED THAT WE ARE UNITED TOGETHER AS ONE COMMUNITY;

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM JANUARY 15, 2024 AS:

MARTIN LUTHER KING JR. DAY

AND ENCOURAGE ALL HUTTO RESIDENTS TO REMEMBER DR. KING'S STRENGTH, PERSISTENCE, DETERMINATION, AND DEVOTION TO SERVING OTHERS.

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR

11675 Jollyville Rd
Suite 300
Austin, Texas 78759



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

City of Hutto City Attorney Oath of Office

All elected or appointed officers, before taking the Oath or Affirmation of office prescribed by Article XVI, Section 1 of the Texas Constitution and entering upon the duties of office, shall subscribe to the following statement:

"I, ***Dorothy Palumbo***, do solemnly swear and affirm that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

Dorothy Palumbo
Affiant

Office to Which Appointed
City Attorney for the City of Hutto, Texas

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-009 approving the municipal services agreement for the proposed annexation of the Meadow Brook tract, 87.8 acres, more or less, of land, located off FM1660S (Ashley Bailey)
Meeting: Thursday, January 4, 2024
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

In a separate, related agenda item during this meeting, the City Council will hold a public hearing and consider possible action on a voluntary annexation request for the Meadow Brook Tract, 87.3 Acres, more or less, located along FM1660S.

Under Section 43.0672 of the Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed.

This agenda item is for consideration and possible action to approve such a municipal services agreement. The agreement lists each service the City will provide on the effective date of the annexation and includes a schedule for services that will not be initially provided on the effective date of the annexation. In this instance, water and sewer services will be provided following the schedule and terms and conditions set forth in the Service Extension Request.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Water and sewer services are currently unable to be provided as stated in the Service Extension Request. Council has considered a SER policy and fee for water reservation for future growth, but has not yet approved such policy or fee.

ATTACHMENTS:

1. Location Map

AGENDA ITEM REPORT

9.1.



2. Municipal Service Agreement Meadow Brook-R-2024-009

Meadowbrook PUD



N



FM
1660

GR-137

GR-163

R020615

R314620

GR-134

0 2,500 5,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

RESOLUTION NO. R-2024-009

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND MB HUTTO, LLC REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the “Developer”) the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction (“ETJ”) of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the “Property”), and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed, and such agreement must list each service the City will provide on the effective date of the annexation and include a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and the owners have negotiated such a municipal services agreement and the City Council desires to authorize the City Manager to execute the municipal services agreement with the owners of the Property (“Agreement”), a copy of which is attached as **Exhibit “B”**.

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, a copy of same being attached hereto as **Exhibit “B”** 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 _____, 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES

WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

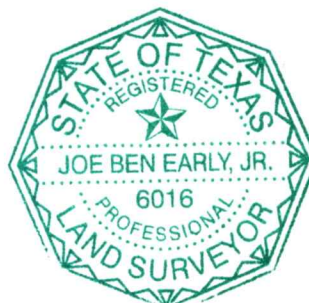
Attachments: Survey Drawing No. 1093-001-BASE



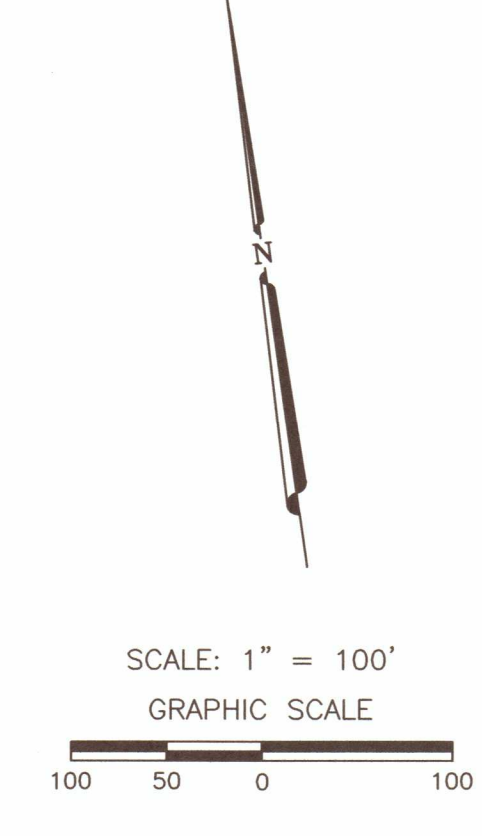
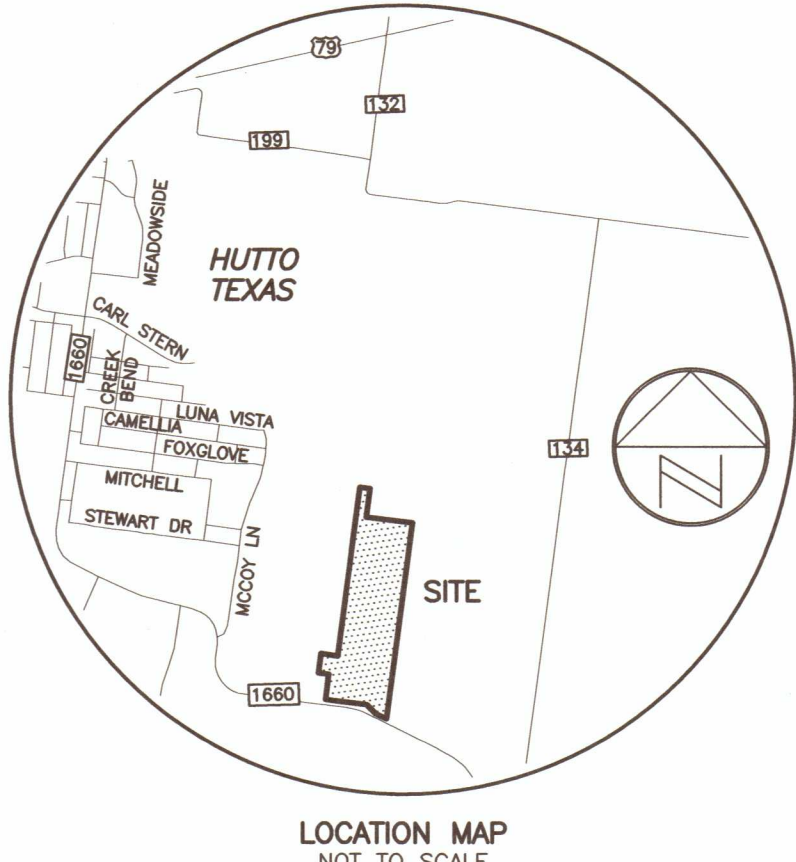
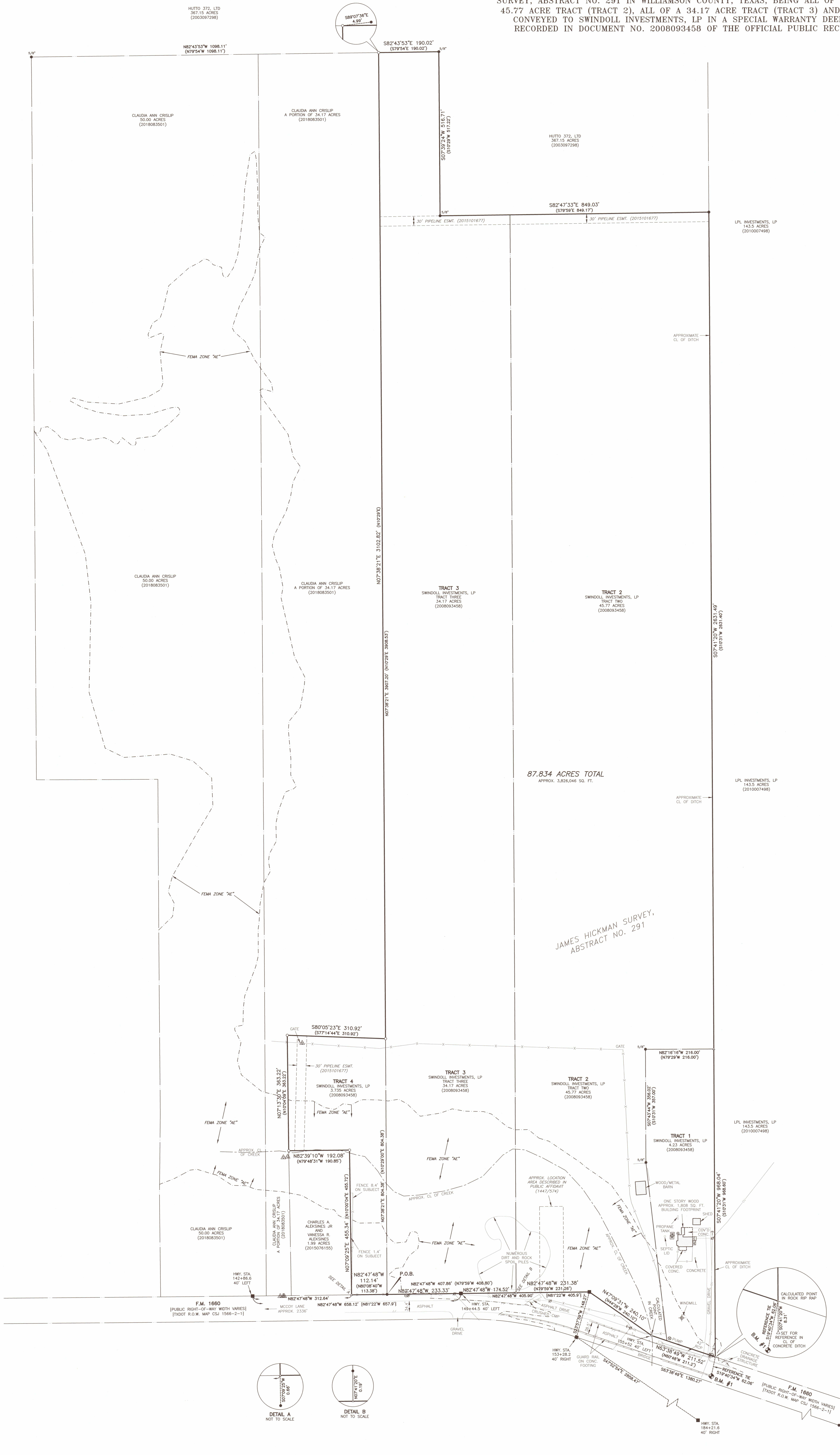
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date



AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS IS A SURFACE DRAWING.
BORING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT TM #1.
MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.
SURFACE COORDINATES:
N 1018231442
E 318020861
TEXAS STATE PLANE COORDINATES:
N 101809508
E 318020861
ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)
COMBINED SCALE FACTOR = 0.999880014 (FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000120 (FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0
THETA ANGLE: 1°25'43"

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
 - CONCRETE HIGHWAY MONUMENT FOUND
 - MAG NAIL WITH WASHER SET
 - △ CALCULATED POINT
 - ⊕ BENCHMARK/CONTROL POINT
 - ⊕ AIR CONDITIONER
 - ⊕ STUB OUT
 - ⊕ ELECTRIC UTILITY
 - ⊕ WATER VALVE
 - ⊕ WATER METER
 - ⊕ UNDERGROUND GAS MARKER
 - ⊕ POWER POLE
 - ⊕ GUY WIRE
 - ⊕ TELECOM UTILITY
 - ⊕ WELL LOCATION
 - o— OVERHEAD UTILITIES
 - x— EDGE OF ASPHALT PAVEMENT
 - x— BARE WIRE FENCE
 - x— WELDED WIRE FENCE
 - x— METAL FENCE
 - x— WOOD FENCE
 - () RECORD INFORMATION

TITLE COMMITMENT NOTE:
COMMITMENT FOR TITLE INSURANCE PREPARED BY:
Old Republic National Title Insurance Company
G.F. No. 20-3908-C Effective Date: 11/23/20 Issued: 12/7/20
The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.
Schedule "B" items contained therein and re-listed below were considered:
(10a) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1984, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 289, of the Deed Records of Williamson County, Texas. — Subject to, not plottable, biennial-type easement.
(10b) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. — Subject to, not plottable. The easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed, per document.
(10c) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1926, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. — May effect, unable to accurately locate easement based on the description in the document.
(10d) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. — Subject to, as show.
(10e) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. Does not affect this survey.
(10f) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. — Subject to, as shown

FLOOD-PLAIN NOTE:
A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, or shown on map no. 48491003237, dated December 30, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, the flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.
ALTA/NSPS SURVEY NOTES:
(Table A, Item 7a)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.
GENERAL SURVEY NOTES:
PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634
ATTACHMENTS: Metes and Bounds Description
SURVEYOR'S CERTIFICATE:
CERTIFIED TO:
• Columbian Holdings, L.L.C., a Delaware limited liability company
• Swindoll Investments, L.P., a Texas limited partnership
• Corridor Title, L.L.C., a Texas limited liability company
• Old Republic National Title Insurance Company
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established by ALTA and NSPS, and includes Items 1-4, 7a, 7b, 8, 13 & 14 of Table A thereof.
The field work was completed on 12/15/20.
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
jben@earlysurveying.com

Joe Ben Early, Jr.
R.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78708
512-202-8633
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

EXHIBIT B

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS
AND MB HUTTO, LLC**

***87.834 acres, more or less, of land, out of the James Hickman Survey Abstract No. 291 in
Williamson County, Texas.***

This Municipal Services Agreement (“Agreement”) is entered into on _____ day of _____, 2024 by and between the City of Hutto, Texas, a home-rule municipality of the State of Texas (“City”) and MB Hutto LLC (collectively referred to as the “Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns certain real property located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this Municipal Services Agreement and for all purposes referred to herein as the “Property”; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code; and

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area on or after the effective date of annexation (the “Effective Date”); and

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the requested annexation and the execution of this Agreement are subject to approval by the Hutto City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, as described and set forth in **Exhibit A**.

2. INTENT. It is the intent of the City that this Agreement provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES AS OF THE EFFECTIVE DATE OF ANNEXATION.

Commencing on the Effective Date, the City will provide the municipal services to the Property as set forth below.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities and/or future street facilities within public rights of way will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City-operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing the extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements necessary to provide sufficient municipal services for the annexed area may be required. Costs associated with the extension of utility service lines, traffic improvements, drainage improvements, or other facilities necessary to serve the development will be borne by Owner and/or developers.

4. SCHEDULED MUNICIPAL SERVICES. The following municipal services will be provided in accordance with the following schedule and the terms and conditions of the Service Extension Request ("SER") attached as **Exhibit B** and fully incorporated herein by reference:

WATER SERVICE

Existing Services: None

Services to be Provided:

The City municipal water system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the SER.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors, in accordance with the terms and conditions of the Service Extension Request (“SER”).

5. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. EXCLUDED SERVICES. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other properties within the City limits

7. OWNER’S STIPULATIONS. The Owner agrees and stipulates that all Owners have submitted petitions for the voluntary annexation of Property into the boundaries of the City, and that the annexation of the Property is voluntary.

8. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

9. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

10. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

11. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Williamson County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

12. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNMENTAL IMMUNITY; DEFENSES. Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Owner.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15. NOTICE. Any notice given under this Services must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Owner, to: MB Homes LLC
Attn: Daniel Traylor, Manager
1999 Bryan Street, Ste 900
Dallas, TX 75201-3140

If to City, to: City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Party. Any Party may, by giving at least five (5) calendar days' written notice to the City, designate additional persons or entities to receive copies of notices under this Services Agreement.

16. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Municipal Services Agreement. This Municipal Services Agreement will be recorded in the Official Public Records of Williamson County.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF HUTTO, TEXAS

By: _____

James Earp, City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared James Earp, known to me to be one of the persons whose names are subscribed to the preceding instrument; he acknowledged to me he is the duly authorized representative for the City of Hutto, Texas and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public in and for the State of Texas

[Owners' signatures on following pages.]

OWNER: MB Hutto, LLC

By: _____
Daniel Traylor, Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day, personally appeared Rebecca Borgne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES

WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

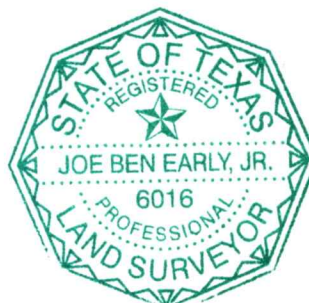
Attachments: Survey Drawing No. 1093-001-BASE



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date





Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 25, 2023
Mr. Walter Hoysa
2700 La Frontera Blvd. #150
Round Rock, Texas 78681

RE: Meadowbrook
Service Extension Request – Water and Wastewater Utilities

Dear Mr. Hoysa,

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for water and wastewater utility service.

In order for the City of Hutto to provide water and wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-4025 or email Matt.Rector@HuttoTX.gov with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Rector', written over a light blue horizontal line.

Matt Rector
City Engineer

APPROVED

Attachments:
Water and Wastewater SER Response
SER Application

TO: Matt Rector, P.E., City of Hutto

FROM: Stephanie Neises, P.E., Freese and Nichols, Inc.
Dave Christiansen, P.E., Freese and Nichols, Inc.

SUBJECT: Service Extension Request Review – Meadowbrook

DATE: April 20, 2023

1.0 INTRODUCTION

The City of Hutto (City) tasked Freese and Nichols, Inc. (FNI) with reviewing the Meadowbrook Water Service Extension Request (SER). The purpose of the review is to verify water demand calculations and identify system improvements needed to extend water service to the proposed development. The following sections document FNI's review of the Meadowbrook SER and related information.

2.0 WATER DEMANDS

Table 1 provides a summary of the living unit equivalents (LUEs) and associated water demands for the Meadowbrook based on the City's Utility Criteria Manual for Water & Wastewater Design Standards.

Table 1: Water Demands

Living Unit Equivalents	479
Estimated Population (3.5 people/LUE)	1,677
Average Day Water Demand (200 gallons/person/day)	233 gpm
Maximum Day Water Demand (530 gallons/person/day)	617 gpm
Peak Hour Water Demand (900 gallons/person/day)	1,048 gpm
Fire Flow	1,500 gpm

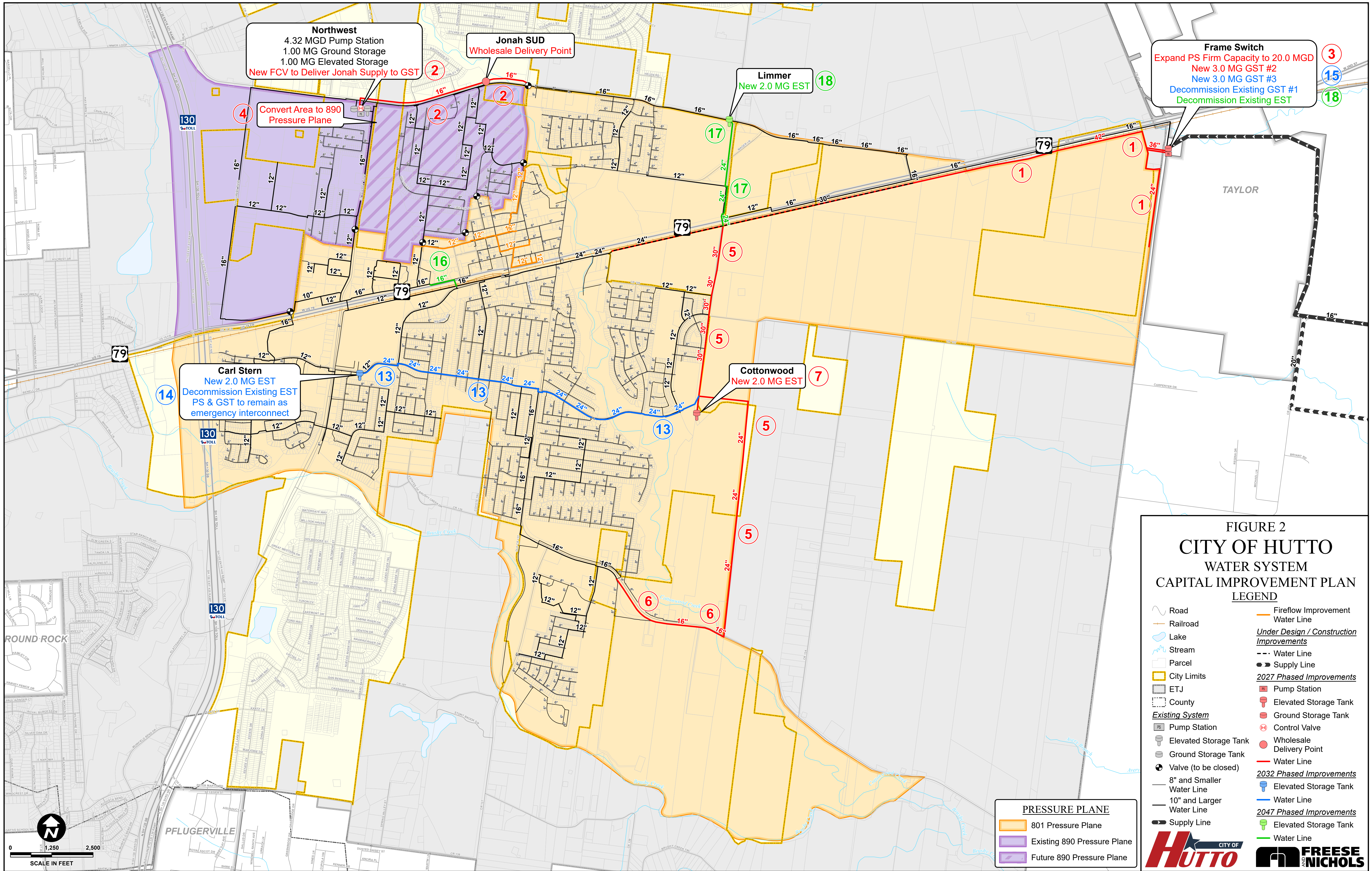
3.0 SYSTEM IMPROVEMENTS

To provide water service to the Meadowbrook, it is required that a 12-inch line be extended along FM 1660 from the existing 16-inch water line along FM 1660 to connect to the planned 12-inch water line at entrance of the development as shown on **Figure 1**. The City may upsize both 12-inch water lines to provide adequate transmission capacity to facilitate other growth in the region. The line along FM 1660 may be upsized to a 16-inch water line, and the 12-inch water line running through the development may be upsized to a 24-inch water line. Although the development is planned to be constructed in three phases (as shown on the map included in **Appendix A**), the City may require the developer to construct the entirety of the 24-inch water line as part of Phase 1 to connect with other system improvements planned in the area. With the proposed water lines in service, this development will have access to 1,500 gpm of available fireflow and will experience static pressure ranging from 81 to 86 pounds per square inch (psi). Per the City's Utility Criteria Manual, any service connections with a static pressure above 80 psi will require individual pressure reducing valves on the owner's side of the water meter.

Currently, the City's water system does not have adequate capacity to serve new customers beyond those developments that have already been approved for water service by the City. The City and FNI have completed an expedited Water Master Plan Update, which included the development of a CIP, shown on **Figure 2**, that provides the City with a list of improvement projects to provide adequate capacity for future development including the Meadowbrook development. The following CIP projects (to be completed by the City) have been identified as necessary to serve this development:

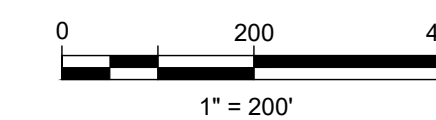
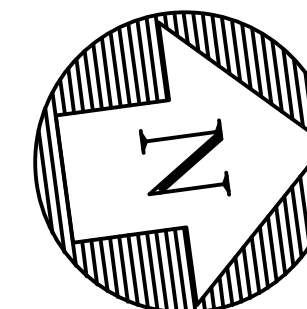
- Secure additional short-term water supply – ongoing
- Project 3 – Frame Switch Pump Station Expansion – Estimated completion date of June 2024
- Project 1 – Frame Switch Discharge Water Lines – Estimated completion date of June 2024
- Project 5 – County Road 132 South Water Line – Estimated completion date of Summer 2025
- Project 7 – Cottonwood Elevated Storage Tank – Estimated completion date of Summer 2025

Based on the estimated timing of these projects and the development schedule provided (attached in **Appendix A**), the system will have adequate capacity for the Meadowbrook development to begin construction in Q1 2024.



APPENDIX A

PROVIDED DEVELOPMENT PHASING & SCHEDULE



LEGEND

- PROPERTY BOUNDARY (87.8 AC)
- OVERSIZE 24" WL ≈3,900 LF
- 16" WL ≈3950 LF

CONNECT TO
EX 16" WL

3950 LF 16" WL (OVERSIZE FROM 12" WL)

3950 LF 16" WL (OVERSIZE FROM 12" WL)

Phase 1

Phase 2

Phase 3

3900 LF CONSTRUCT 24" WL (OVERSIZE FROM 12")

Stub and Plug for
Future Extension
by others

Meadow Brook 2-13-2023		Starts																
Build Out / Closing Schedule		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78	16		16	16	16	16										
	60'	14	4	4	4	4												
Central	TH	279				40	40	40	40	40	40							
South	50'	92						18	18	18	18	18						
	60'	16					4	4	4	4								
		479	19.1	19.1	59.0	59.0	77.9	62.3	62.3	62.3	58.3	0	0	0	0	0	0	0

Meadow Brook		Total Units	CO's (Certificate of Occupancy)															
			Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78				16	16	16	16	16								
	60'	14.5				2	4	4	4	2								
Central South	TH	279						40	40	40	40	40	40					
	50'	92									18	18	18	18				
	60'	16									2	4	4	4	2			
		479	0.0	0.0	0.0	17.6	19.1	59.0	59.0	57.5	60.3	62.3	62.3	62.3	20.4	0.0	0.0	0.0



3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704
TEL 512.485.0009
FAX 512.485.0010
www.GarverUSA.com

SER #17 Meadowbrook SER Sewer Evaluation

January 27th, 2023

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Meadowbrook development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Kirk Tract development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Meadowbrook development will have 494 single-family (SF) units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Meadowbrook Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	479 units	479
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
Total LUEs			479

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Meadowbrook	479	87.8	0.13	0.55
Kirk Tract	285	84.4	0.08	0.37
Total			0.21	0.92

3.0 Routing Options

The Meadowbrook development is located north of FM 1660 and west of CR 134. Wastewater flow from the development is proposed to be routed by gravity to future 42" Glenwood interceptor along FM 1660. The Glenwood interceptor will drain to the South WWTP. This interceptor needs to be constructed soon as it is also required to serve two other SERs currently under review by the City: the Bell Yard Farley Farm and the Atanasio Ranch. See Exhibit 1 for a map of the proposed route.

Table 3-1 outlines the short and long-term projects proposed to provide wastewater service to the Meadowbrook development. The developer is responsible for completing funding, design, and construction of projects as noted in Table 3-1. The routes and diameters included in Table 3-1 and Exhibit 1 are conceptual. When responsible for design and construction, the developer will be required to submit a preliminary route evaluation and line sizing analysis to the City in the form a technical memorandum for City review and concurrence. Upon approval from the City, the developer can proceed with final design plans showing sizing calculations and final proposed routing which are subject to the City's plan review process. Upon completion and acceptance of the developer responsible projects, the City will provide wastewater service to the development.

Table 3-1: Required Upgrades to Serve the Meadowbrook

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.	City	City
Short-term	1b	Construct the South WWTP Influent Lift Station.	City	City
Short-term	2a	Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.	Developer ***	Developer * and City **
Short-term	2b	Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.	Developer ***	Developer * and City **
Short-term	3	Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.	Developer ***	Developer
Long-term	5	Expand the South WWTP	City	City

* The developer may share the cost of this project with other developments in the area.

** The City will cost participate to oversize this infrastructure.

*** The developer is responsible for checking that pipe elevations are adequate to accommodate flows from future drainage areas discussed in the corresponding project descriptions.

4.0 Gravity Sewer Infrastructure Sizing

Exhibit Item #2a:

The City recognizes that the Meadowbrook development would require only a 12" gravity sewerline. However, this line should be oversized to a 15" line at 0.20% minimum slope to serve future developments in its vicinity. A 15" at 0.20% slope would provide a design capacity of 1.6 MGD, which is adequate to serve this SER and the remainder of the currently undeveloped Drainage Area #1 (see Exhibit 1) at a density of 5 LUEs/acre. This density is typically observed for recent SERs in this area (e.g., Kirk Tract, Walther Farmers Tract). Since the City is requesting to oversize this gravity sewerline from a 12" to a 15", it will reimburse the developer for the cost difference to upsize the 12" line to a 15".

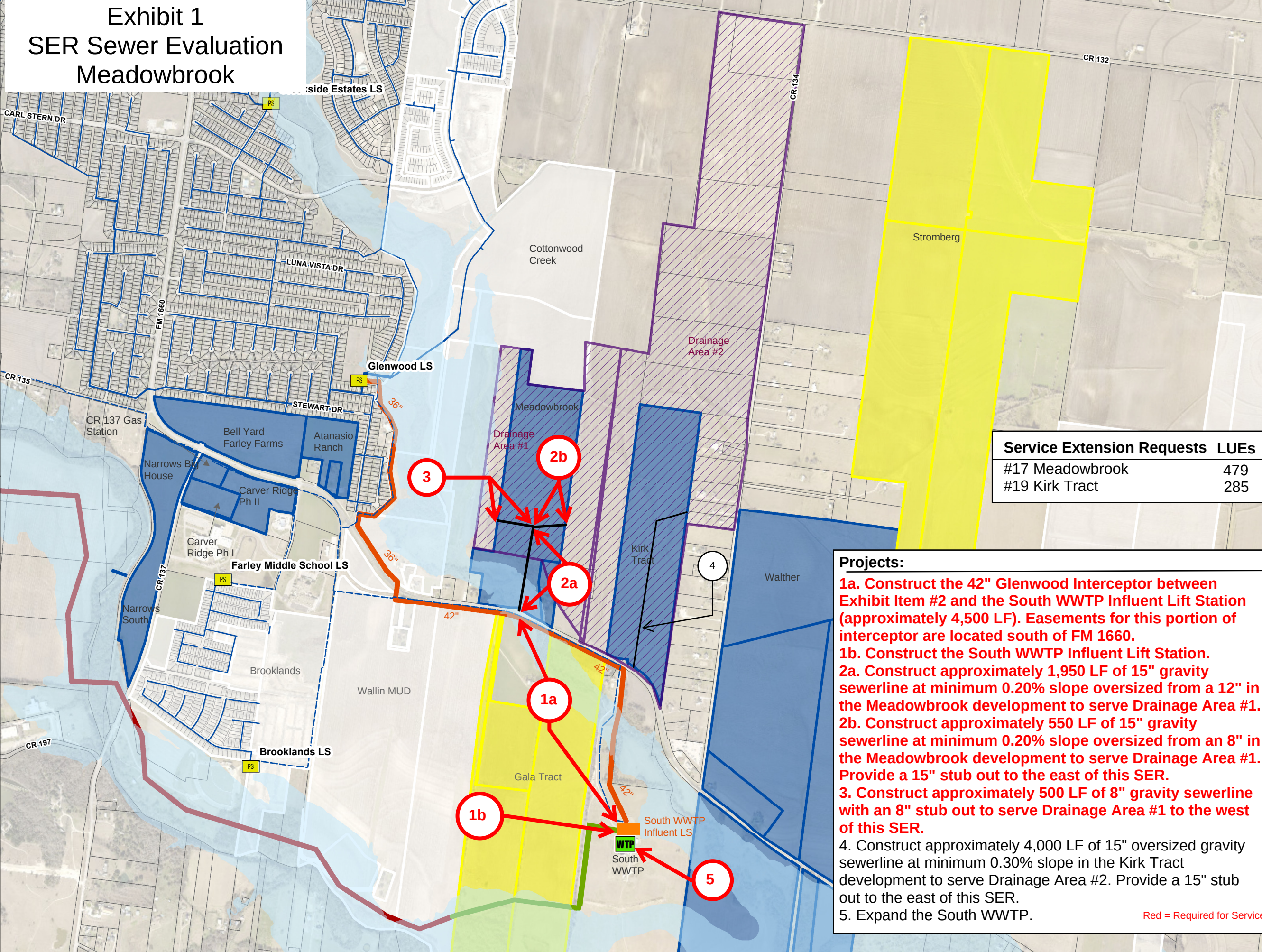
Exhibit Item #2b:

Similar to Exhibit Item #2a, the City recognizes that the northeastern portion of the Meadowbrook development would require only an 8" gravity sewerline but requests an oversized 15" line at minimum 0.20% slope to serve Drainage Area #1. Since the City is requesting to oversize this gravity sewerline from an 8" to a 15", it will reimburse the developer for the cost difference to upsize the 8" line to a 15".

Exhibit 1

SER Sewer Evaluation

Meadowbrook



SER Review Map Group 3

-  100-year Floodplain
-  Oversizing Drainage Area

Modeled Facilities

-  WWTP
 Lift Station

Sewer Lines

- 8.0" - 12.0"
 — 12.1" - 15.0"
 — 15.1" - 21.0"
 — 21.1" - 30.0"
 — 30.1" - 42.0"
 --- Force Main

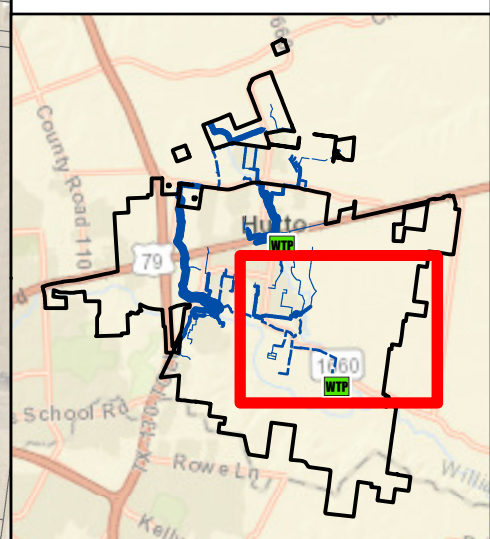
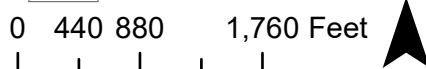
SER_Projects

CIP

-  Brushy Creek Int. Phase III
- Brushy Creek Int.
-  Glenwood Interceptor

Developments

-  2020 Approved
 2021 Approved
 Pending Approval
 Parcels



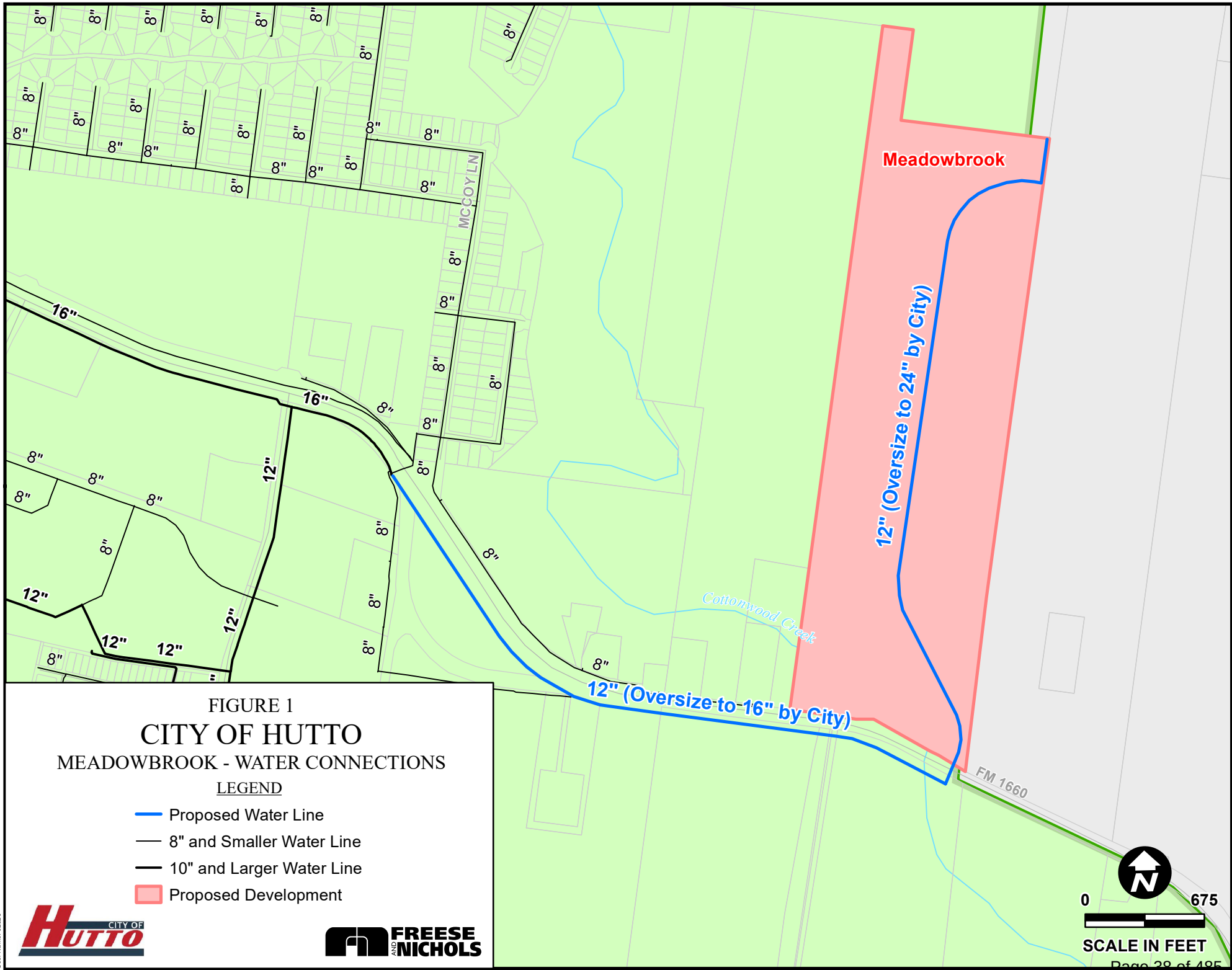


FIGURE 1
CITY OF HUTTO
MEADOWBROOK - WATER CONNECTIONS

LEGEND

- Proposed Water Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Proposed Development



SCALE IN FEET



SERVICE EXTENSION REQUEST
(SER) APPLICATION
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

Project Name: Meadowbrook

Legal Description: (Acres/Survey/Abstract Number) 87.834 Acres in the James Hickman Survey, Abs 291

 OR Lot Block

 Subdivision Name:

Type of Service Requested: Water Wastewater

Proposed Use:

Single Family	<u>494</u>	(number of units)
Mobile Home	<u> </u>	(number of units)
Duplex (1 duplex = 2 units)	<u> </u>	(number of units)
Triplex, Fourplex (1 triplex = 3 units, 1 fourplex = 4 units)	<u> </u>	(number of units)
Multifamily (Apartment, Condominium)	<u> </u>	(number of units)
Hotel or Motel Room	<u> </u>	(number of units)
Office	<u> </u>	(total square feet)
Retail	<u> </u>	(total square feet)
Restaurant	<u> </u>	(total square feet)
Other:(please specify) <u> </u>	<u> </u>	(specify unit <u> </u>)

Total # of LUE 494

Water Utility Requirements: Peak Hour: 1080.6 gpm ; Peak Day 636.4 gpm

Highest Fire Flow requirements: 1500 gpm for 2 hours at 20 psi

Fire Sprinkler System Flow Rates: 1500 gpm for 2 hours at 20 minimum residual pressure.

Wastewater Utility Capacity requirements (Peak Wet Weather flows with I&I) 385gpm, 554,400gpd.

Highest Elevation on the Land to be Served by the SER: 615 above mean sea level.

Lowest Elevation on the Land to be Served by the SER: 602 above mean sea level.

REQUIRED FOR SUBMITTAL

All items listed must be included with the SER application, unless otherwise noted.

- ☒ Completed Master Application and SER application with owner's original signature.
- ☒ Applicant has coordinated with staff on submittal requirements
 - ☐ Date of Pre-Development Meeting: June 3, 2021
- ☒ Location Map



**SERVICE EXTENSION REQUEST
(SER) APPLICATION**
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

- ☒ Utility Plan (detailing the proposed water, wastewater, and/or reclaimed water infrastructure layout, existing/proposed easements, and existing topography)
- ☒ Engineering Calculations that are signed, sealed and dated by a professional engineer registered in the State of Texas.
- ☒ Summary Letter describing the proposed development.

FEES:

- Please see the City of Hutto Fee Schedules for required fees. All required fees should be verified with planning@huttotx.gov prior to submission.
- Third party review fee amount will be calculated and collected prior to final approval.
- Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline.

CONDITIONS OF APPROVAL:

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY				
Submittal Date	Date Accepted for Review	Payment Type	Fees Paid	Approval Date



**SUBDIVISION CONSTRUCTION PLAN
MASTER APPLICATION**

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

City Issued MPN # _____
Office Use Only

PROJECT NAME: Meadowbrook APPLICATION TYPE: SER, Preliminary Plat

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: T. Walter Hoysa
Company Name: LJA Engineering, Inc.
Address: 2700 La Frontera Boulevard, Suite 150 Round Rock, TX 78681
Phone: 512-439-4700 Email: whoysa@lja.com

PROPERTY INFORMATION

Address: _____
Legal Description: Lot(s) _____ Block _____ Subdivision 87.834 Acres in the James Hickman Survey, Abs 291
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021066633
City Limits or ETJ: ETJ Current Zoning District: N/A

PROPERTY OWNER INFORMATION

Name: _____
Company Name: MB Hutto LLC
Address: 5956 SHERRY LN #STE 1000 DALLAS, TX 75225
Phone: 512-638-6682 Email: jlandwehre@traylor.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.



Property Owner Signature

Daniel A. Traylor

Property Owner Printed Name

01/11/2022

Date

THE STATE OF INDIANA

COUNTY OF VANDERBURGH

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, 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 considerations therein expressed.

Given under my hand and seal of office this 11th day of January, 2022 A.D.

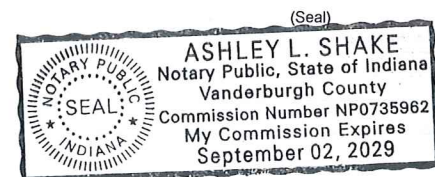


Notary Public Signature

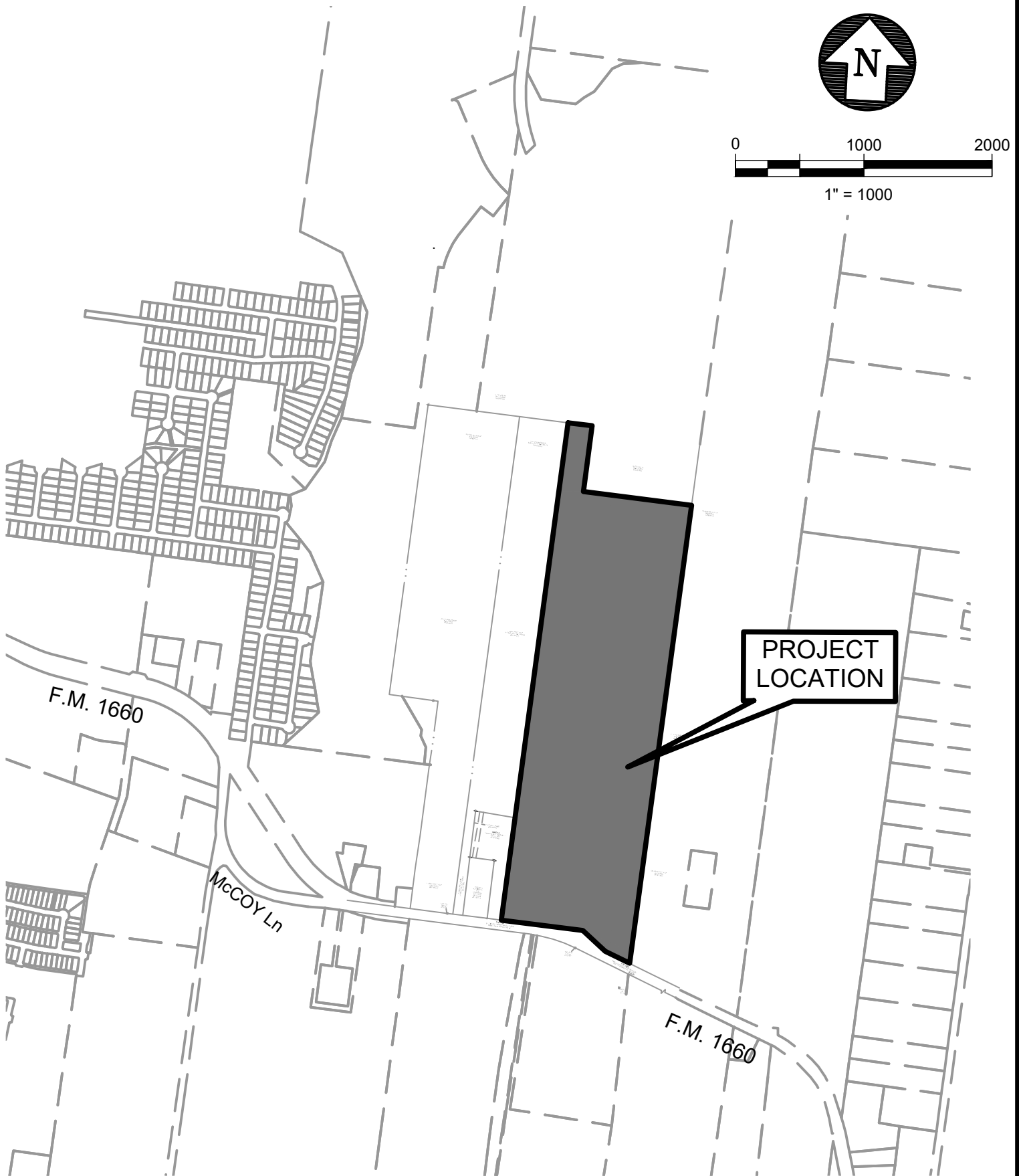
Ashley L. Shake

Notary Public Printed Name

Commission No: 735962
Expiration Date: 09/02/2029



If there are multiple property owners attach separate page(s) with notarized signature(s)



LJA Engineering, Inc.



2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LOCATION MAP

11/17/2021

January 3, 2022

Ning Zhang, PE
City of Hutto
City Engineer
500 W Live Oak Street
Hutto, Texas 78634

Re: Meadowbrook (10501 FM 1660)
Water and Wastewater Service Extension Request (SER) Engineer's Report
LJA Engineering, Inc. Project No. A615-1001.201

Dear Ning,

The Meadowbrook Tract consists of approximately 87.8 acres located at FM 1660 where it crosses Cottonwood Creek within the City of Hutto 2-mile Extra Territorial Jurisdiction (ETJ) in Williamson County, and within the Hutto Water Service Area.

Exhibit 1 and **Exhibits 2A-2G** show property location maps identifying tract boundary extents on topographic mapping and detailed utility layouts respectively. The majority of the tract is proposed to be developed as single-family units with about one-third of the tract proposed to be attached townhomes. The proposed development would generate a total of 494 LUE's per the AWU-LUE guidance document. Per the 2015 International Fire Code (IFC), Table B105.1(2), the required fire flow is 1,500 gallons per minute (gpm) at 20 psi for 2 hours, assuming no sprinkling on the townhome product. Total LUE's generated by the proposed and future uses, peak day and peak hour water demands, and the peak wet weather flow of wastewater discharge for the total LUE's are documented on the application with supporting calculations found in **Exhibit 3**. Calculations were performed using the values given in the City of Hutto Utility Design Criteria Manual as published on the City's website at the writing of this report.

Water Extension

We propose connecting to an existing Hutto waterline near the southwest corner of the tract within the FM 1660 Right of Way (ROW). A 12-inch waterline is proposed from the connection point, through the site along the collector road shown, to be stubbed for future connection near the northeast corner of the site at the proposed future intersection with the City's FM1660 relocation project. 8-inch waterlines will be extended to all local roads and townhome alleys and an 8-inch line will either be connected to or stubbed to the Lennar Cottonwood Creek development to the north of the Meadowbrook site area.

Wastewater Extension

We propose wastewater conveyance to connect to the proposed lift station at the City of Hutto Wastewater Treatment plant located across FM 1660 to the east of this project area. Most wastewater line is proposed to be 8-inch diameter until approximately 350 LUE's are reached at which point the line will be proposed as a 12-inch line along the proposed collector road until it reaches the FM1660 ROW. We then propose a wastewater collector of a size to be determined

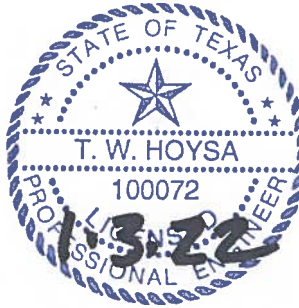
by the City to run down the FM1660 ROW to the existing wastewater treatment plant (WWTP) site and terminating at a City proposed lift station on the WWTP site. Details of the lift station depth and location have not yet been provided to us. We expect to need a 12-inch wastewater line for purposes of this project and are willing to oversize the line per City direction with proportional reimbursement.

If you have any questions, or require any additional information, please do not hesitate to call.

Very Truly Yours,
LJA ENGINEERING, INC.



T. W. Hoysa, P. E.
Sr. Project Manager



TWH/ap

EXHIBIT 1

Overall Utility Layouts

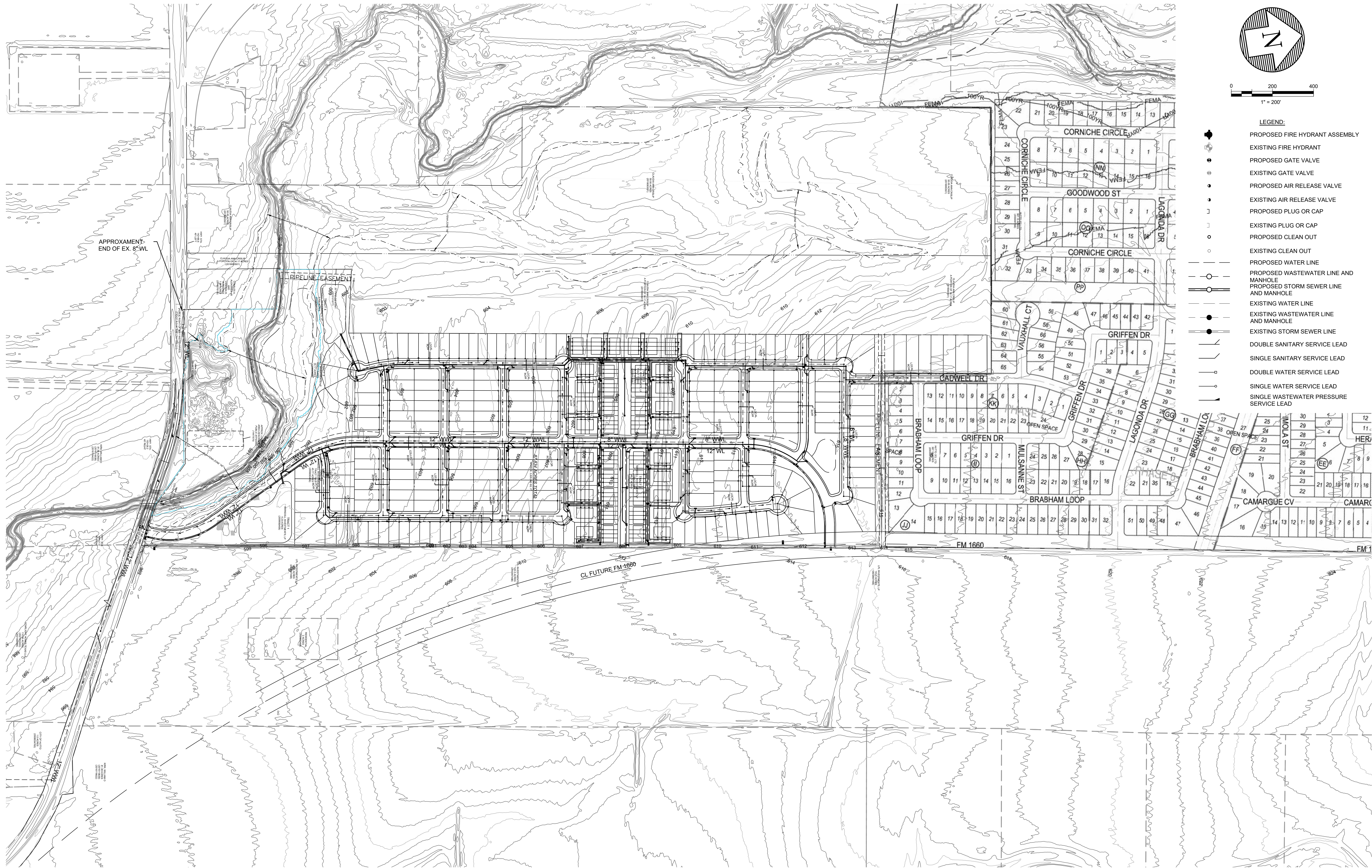
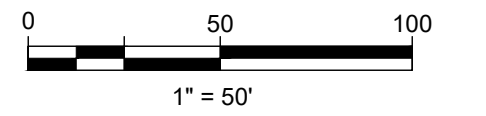
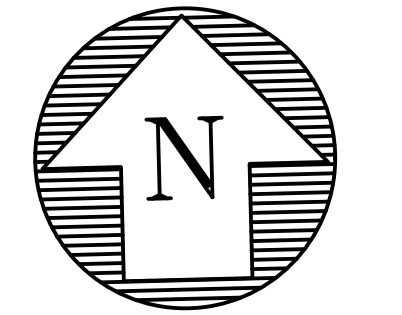
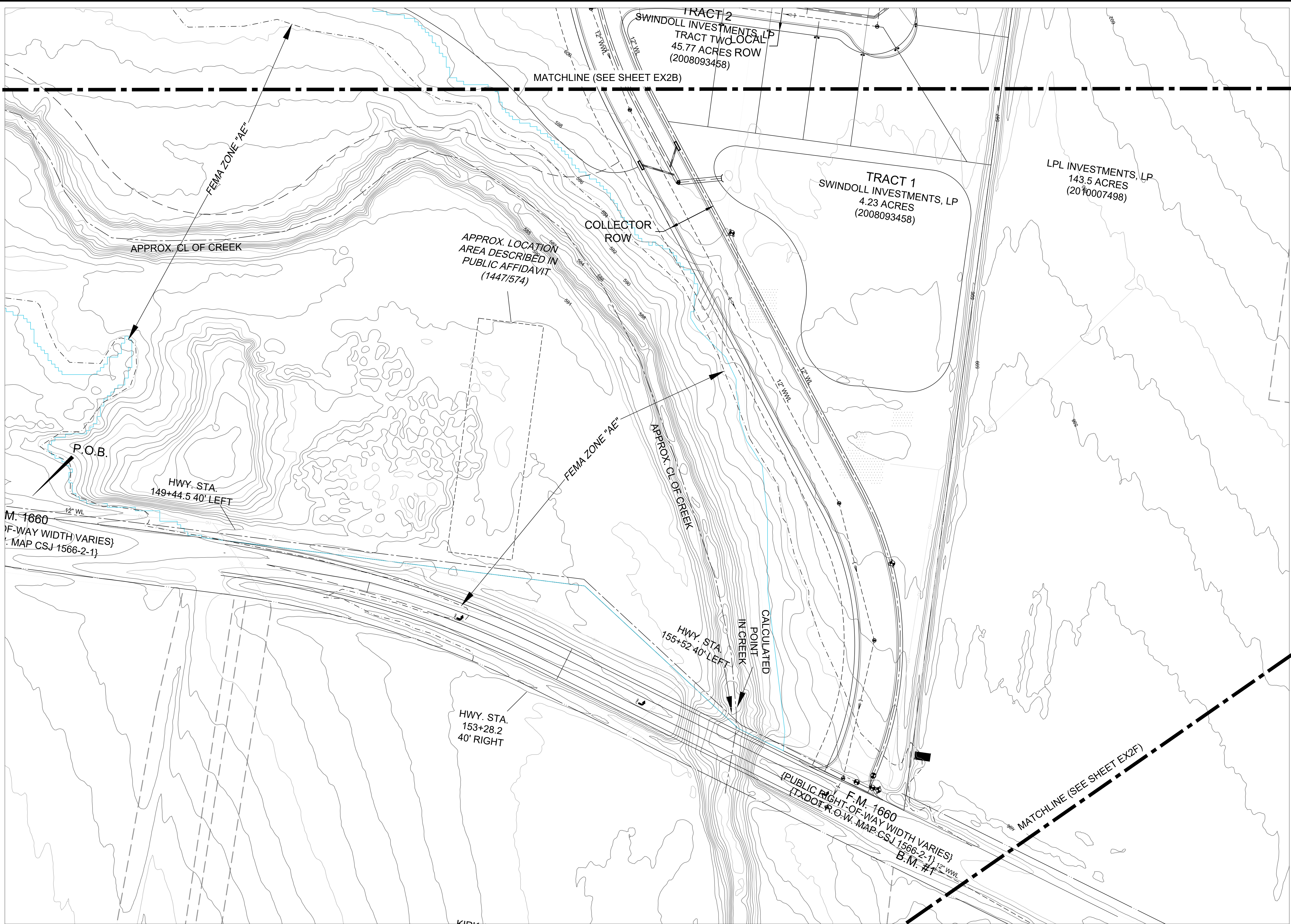


EXHIBIT 2A-2F

Detailed Utility Layouts



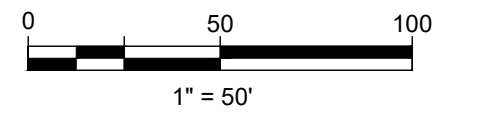
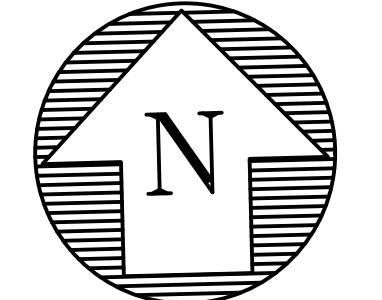
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- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING GATE VALVE
 - PROPOSED AIR RELEASE VALVE
 - EXISTING AIR RELEASE VALVE
 - PROPOSED PLUG OR CAP
 - EXISTING PLUG OR CAP
 - PROPOSED CLEAN OUT
 - EXISTING CLEAN OUT
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE AND MANHOLE
 - PROPOSED STORM SEWER LINE AND MANHOLE
 - EXISTING WATER LINE
 - EXISTING WASTEWATER LINE AND MANHOLE
 - EXISTING STORM SEWER LINE
 - DOUBLE SANITARY SERVICE LEAD
 - SINGLE SANITARY SERVICE LEAD
 - DOUBLE WATER SERVICE LEAD
 - SINGLE WATER SERVICE LEAD
 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE



LPL INVESTMENTS, LP
143.5 ACRES
(2010007498)



- LEGEND:**
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING GATE VALVE
 - PROPOSED AIR RELEASE VALVE
 - EXISTING AIR RELEASE VALVE
 - PROPOSED PLUG OR CAP
 - EXISTING PLUG OR CAP
 - PROPOSED CLEAN OUT
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 - ○ — PROPOSED STORM SEWER LINE AND MANHOLE
 - EXISTING WATER LINE
 - ● — EXISTING WASTEWATER LINE AND MANHOLE
 - ● — EXISTING STORM SEWER LINE
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 - SINGLE WATER SERVICE LEAD
 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

- NOTES:**
- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
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TRACT 3
SWINDOLL INVESTMENTS, LP
TRACT THREE
34.17 ACRES
(2008093458)

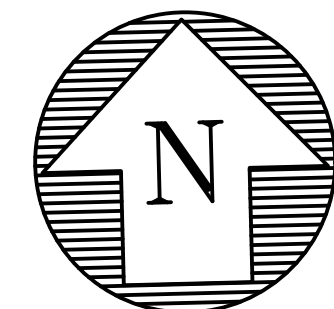
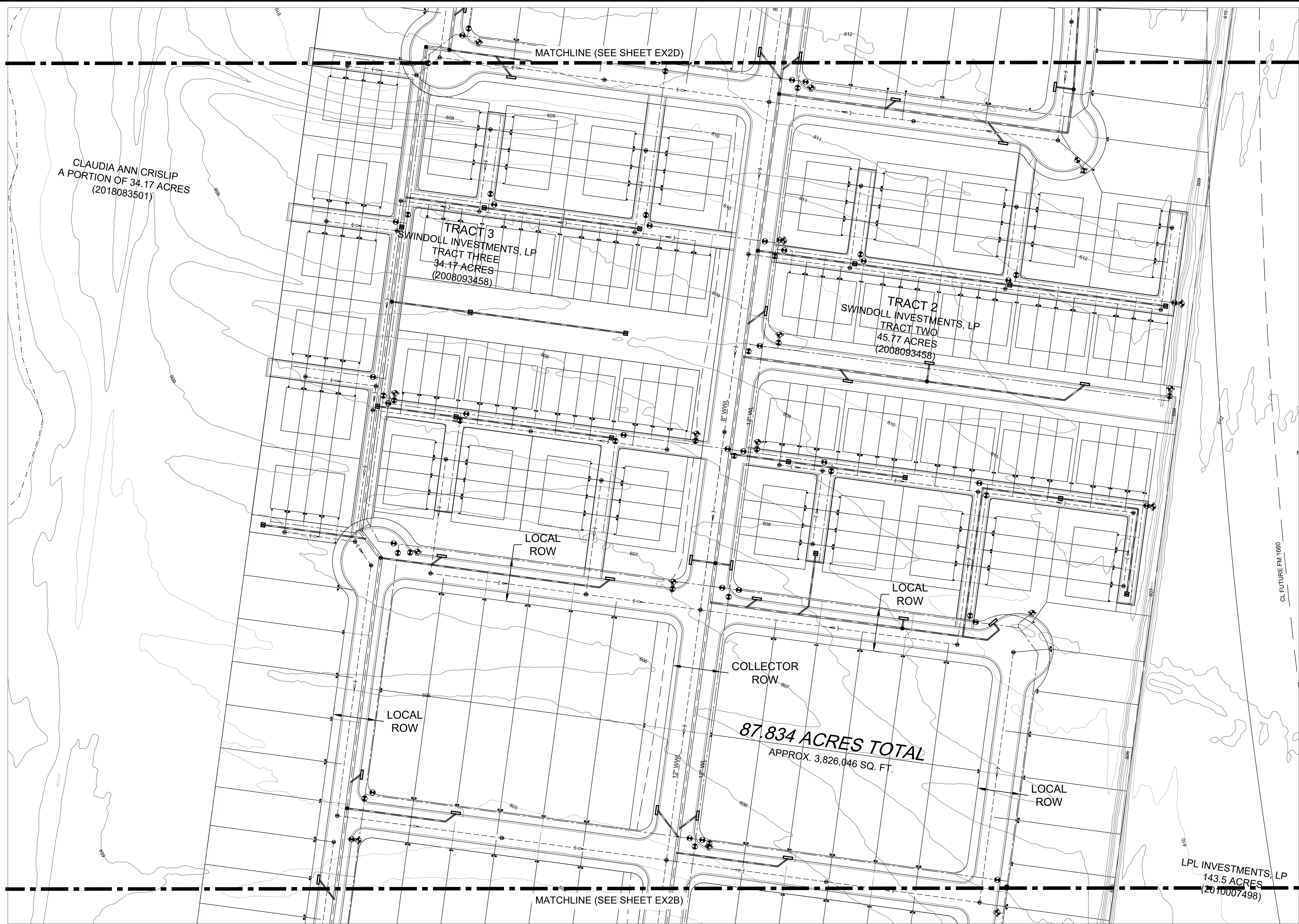
TRACT 2
SWINDOLL INVESTMENTS, LP
TRACT TWO LOCAL
45.77 ACRES ROW
(2008093458)

TRACT 4
SWINDOLL INVESTMENTS, LP
TRACT FOUR
34.17 ACRES
(2008093458)

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

This document released for the purposes of Utility Service Evaluation
under the authority of T.W. Hoysa, PE 100072 on December 1, 2021.
It is not to be used for construction, permitting, or other purposes.

EX2B-UTILITY LAYOUT
12/1/2021

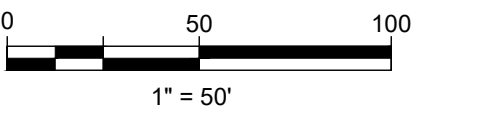
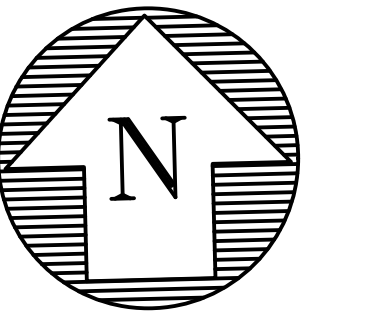


0 50 100
1" = 50'

- LEGEND:
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING GATE VALVE
 - PROPOSED AIR RELEASE VALVE
 - EXISTING AIR RELEASE VALVE
 - PROPOSED PLUG OR CAP
 - EXISTING PLUG OR CAP
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 - EXISTING CLEAN OUT
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 - PROPOSED WASTEWATER LINE AND MANHOLE
 - PROPOSED STORM SEWER LINE AND MANHOLE
 - EXISTING WATER LINE
 - EXISTING WASTEWATER LINE AND MANHOLE
 - EXISTING STORM SEWER LINE
 - DOUBLE SANITARY SERVICE LEAD
 - SINGLE SANITARY SERVICE LEAD
 - DOUBLE WATER SERVICE LEAD
 - SINGLE WATER SERVICE LEAD
 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

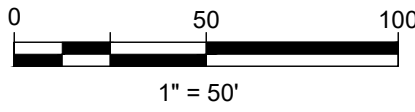
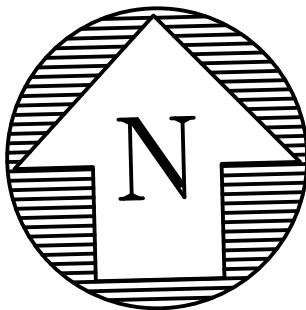
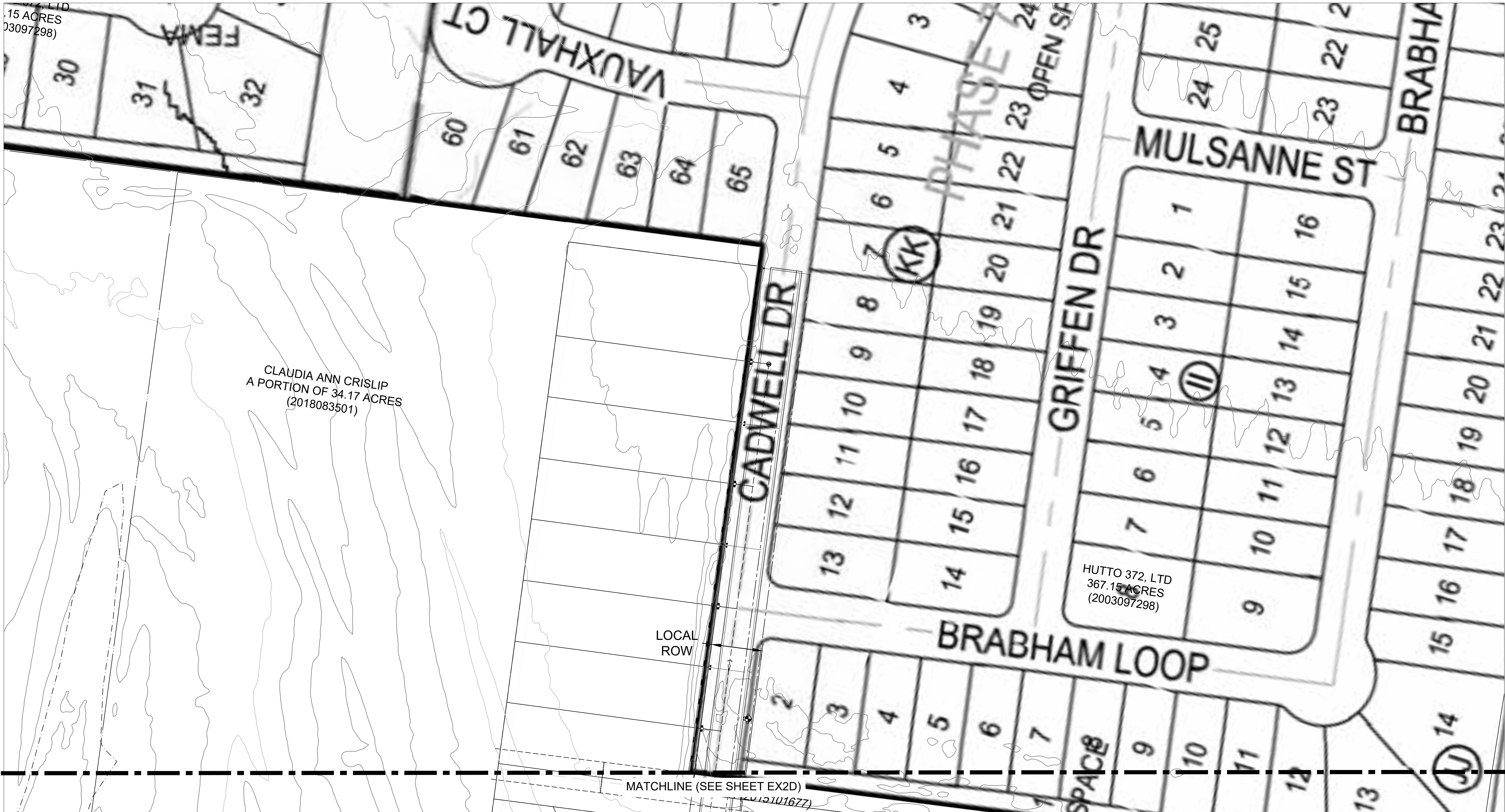
- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE



- LEGEND:**
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
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 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

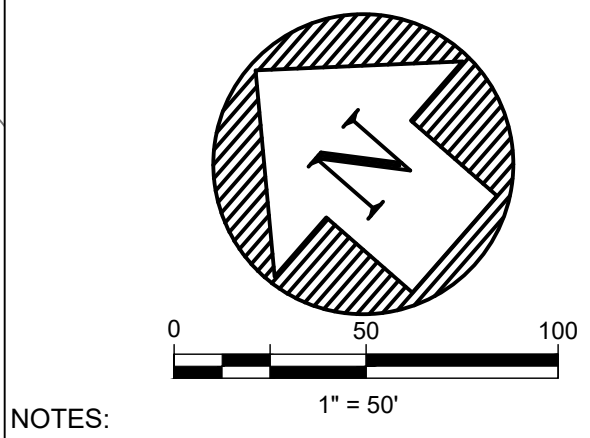
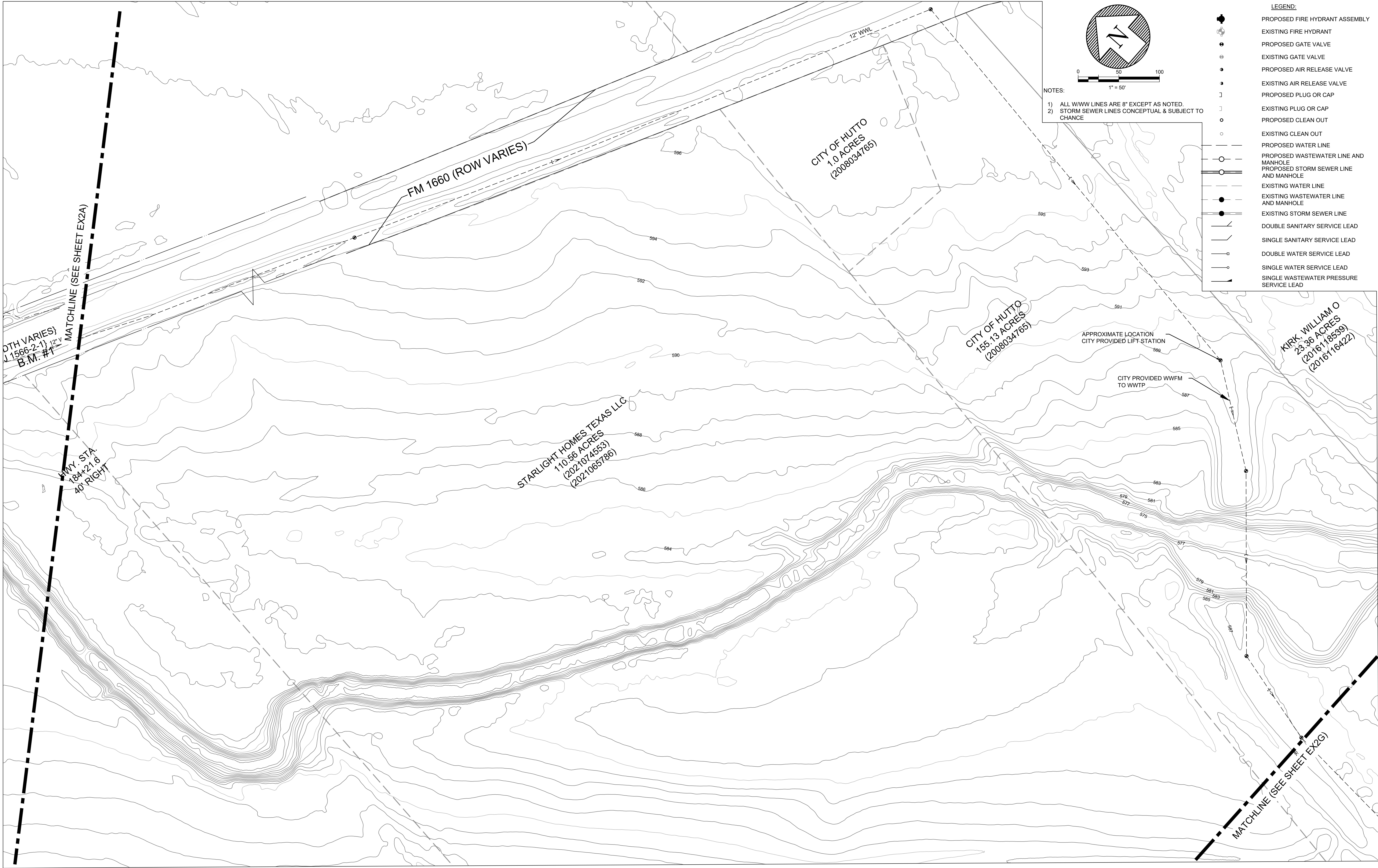
NOTES:

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- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE



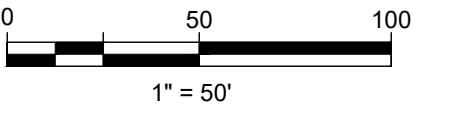
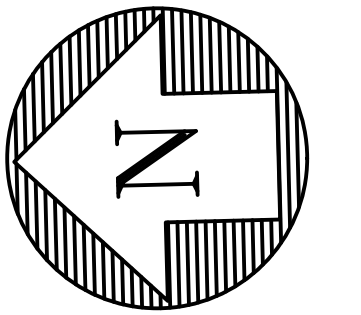
- LEGEND:
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING GATE VALVE
 - PROPOSED AIR RELEASE VALVE
 - EXISTING AIR RELEASE VALVE
 - PROPOSED PLUG OR CAP
 - EXISTING PLUG OR CAP
 - PROPOSED CLEAN OUT
 - EXISTING CLEAN OUT
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE AND MANHOLE
 - PROPOSED STORM SEWER LINE AND MANHOLE
 - EXISTING WATER LINE
 - EXISTING WASTEWATER LINE AND MANHOLE
 - EXISTING STORM SEWER LINE
 - DOUBLE SANITARY SERVICE LEAD
 - SINGLE SANITARY SERVICE LEAD
 - DOUBLE WATER SERVICE LEAD
 - SINGLE WATER SERVICE LEAD
 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

- NOTES:
- ALL WWW LINES ARE 8" EXCEPT AS NOTED.
 - STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANCE



NOTES:
1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE

- LEGEND:**
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
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LEGEND:

- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED AIR RELEASE VALVE
- EXISTING AIR RELEASE VALVE
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NOTES:

- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE

EXHIBIT 3

SER Calculations

EXHIBIT 3

Meadowbrook WATER AND WASTEWATER FLOW REQUIREMENTS

SUMMARY As of January 3, 2022

Meadowbrook	
Total LUEs	494
Wastewater	
Average Day Flow	96.1 gpm
Inflow & Infiltration	35.9 gpm
Peak Dry Weather Flow (Qpdwf)	349.1 gpm
Peak Wet Weather Flow (Qpwwf)	385 gpm
Minimum Flow (Qmin)	20.5 gpm
Water	
Average Day Demand	240.1 gpm
Peak Day Demand	636.4 gpm
Peak Hour Demand	1080.6 gpm
Fire Flow	
Sprinkled Maximum	1,500 gpm (2 hours)

See attached sheets for calculations and assumptions.

TOTAL LUE SUMMARY			
Building Type	Quantity	*LUE Weighting	Total LUEs
Single Family	494 units	1.0 LUE per unit	494
Multi - Family	units	0.7 LUE per unit	0
Retail	0 ft ²	1,660 ft ² per LUE	0
Restaurant	0 ft ²	200 ft ² per LUE	0

*per Hutto guidance document

Total LUE = 494

**MEADOWBROOK
WATER AND WASTEWATER REQUIREMENT CALCULATIONS**

GIVEN:

Total LUEs required = 494 LUEs

ASSUME:

- City of RR DAC capacity requirements (W = UCM §1.7.2.A; WW = UCM §1.7.3.A.)
- Wastewater Drainage Area ≈ 69 acres (for I & I)
- Each LUE = 3.5 persons

FIND:

Required wastewater flow per UCM 1.7.3.A

1. Average Daily Flow = $\frac{280 \text{ gpd}}{\text{LUE}} \times 494 \text{ LUE} \times \frac{\text{day}}{1440 \text{ min}} = 96.1 \text{ gpm} = \text{Avg Day Flow}$

2. Industrial Flows = not applicable

3. I&I = $\frac{750 \text{ gal/day}}{\text{acre}} \times 69 \text{ acre} \times \frac{\text{day}}{1440 \text{ min}} = 35.9 \text{ gpm} = \text{I\&I}$

4. Peak Dry Weather Flow

$$Q_{pdwf} = \frac{18 + \sqrt{0.018F}}{4 + \sqrt{0.018F}} \times F$$

$$F = \frac{80 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \times \frac{3.5 \text{ person}}{\text{LUE}} \times 494 \text{ LUE} = 96.05 \text{ gpm}$$

$$\sqrt{0.018F} = 1.314$$

$$Q_{pdwf} = 349.06 \text{ gpm}$$

5. Peak Wet Weather Flow = Peak Dry Weather Flow + I&I

$$Q_{pwwf} = 349.06 \text{ gpm} + 35.9 \text{ gpm} = 384.96 \text{ gpm}$$

6. Minimum Flow

$$Q_{min} = [0.2 \times (0.0144 \times F)^{0.198}] \times F = 20.484 \text{ gpm}$$

FIND:

Required Water Flows per UCM 1.7.2.A.1.

1.b Avg Daily Demand = $\frac{200 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 240.14 \text{ gpm} = \text{Avg Day}$

**MEADOWBROOK
WATER AND WASTEWATER REQUIREMENT CALCULATIONS**

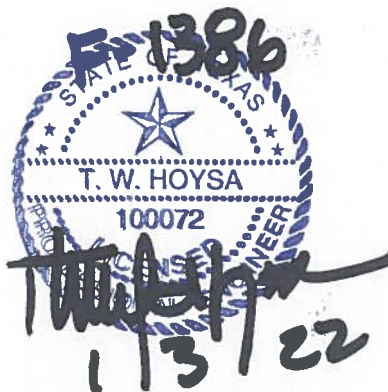
$$1.c \text{ Peak Day Demand} = \frac{530 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 636.37 \text{ gpm} = \text{Peak Day}$$

$$1.d \text{ Peak Hour Demand} = \frac{900 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 1080.63 \text{ gpm} = \text{Peak Hr}$$

Fire Flow Requirements per International Fire Code (IFC 2015) Table B105.1

Development	Existing or Proposed Structure	Sq. Ft.	Construction Type (assumed)	*Fire Flow	*May be Reduced up to 50%
Single-Family	Proposed	<3,500	Type IIB	1,000 gpm for 1 hours	1000 gpm with sprinkling for 1 hours
Town Home	Proposed	3875	Type IIB	1500 gpm for 2 hours	1500 gpm with sprinkling for 2 hours

*Capacity measured at 20 psi



AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Conduct a public hearing and consider possible action on Ordinance No. O-2024-001 approving the Annexation of the Meadow Brook Tract, 87.8 acres, more or less, of land, and to Establish the Base Zoning as Single Family (SF-2) and Commercial (B-2) located off FM 1660S (First Reading) (Ashley Bailey)
Meeting: Thursday, January 4, 2024
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

This is a voluntary annexation request. The annexation request is presented to City Council after the Service Extension Request approval by City staff and after Council consideration and possible action on approving the Municipal Services Agreement for the property, as required by state law.

SUMMARY OF REQUEST:

All properties are contiguous to existing city limits and the annexation is in conformance with all annexation laws.

All properties, upon annexation, are zoned in conformance with the Future Land Use Map. This tract will be zoned Planned Unit Development (PUD) with the base zoning of Single Family (SF-2) and Commercial (B-2) in substantial conformance with the Neighborhood Activity Center land use designation. The Neighborhood Activity Center allows a combination of diverse residential and nonresidential uses in a compact, neighborhood scale design to create a walkable environment.

STAFF REVIEW:

Staff recommends approval of the voluntary annexation request.

FISCAL NOTES:

No fiscal impact from conducting public hearing. Annexation will allow assessment and collection of taxes and fees.

ATTACHMENTS:

1. Location Map
2. Meadow Brook Annexation Ordinance O-2024-001

AGENDA ITEM REPORT

9.2.



3. MSP Meadow Brook

Meadowbrook PUD



N



FM
1660

GR-137

GR-163

R020615

R314620

GR-134

0 2,500 5,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

ORDINANCE NO. O-2024-001

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the “Developer”) the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction (“ETJ”) of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the “Property”), and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, the procedures prescribed by the Charter of the City of Hutto, the City of Hutto Unified Development Code (“UDC”), and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, the City and the owners of the land have negotiated to enter into the municipal services agreement, a copy of which is attached as **Exhibit “B”**, for provision of services in the area to be annexed, and such agreement lists each service the City will provide on the effective date of the annexation and includes a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that the annexation and initial zoning requests for the Property are proper in all respects, the requests are consistent with the comprehensive plan and community, neighborhood and other applicable land use and development plans, the Property is in the City’s ETJ, the Property does not currently have any UDC or Williamson County code violations, the annexation request conforms to state law, and approving the annexation and initial zoning requests is in the best interests of the community and its citizens, that the requests; and

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City finds that the designation of the zoning for the Property as SF-2 (Single-Family) Zoning District and B-2 (General Commercial) is in accordance with the City's comprehensive plan and the Future Land Use Map for the area; and

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.

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

SECTION 1.

All of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION 2.

The Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and the same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto by the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District.

SECTION 3.

Upon annexation the Property and its residents and future residents are hereby and shall be entitled to all rights and privileges of other citizens of the City of Hutto, and are hereby and shall be bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted by the City. The Property shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

SECTION 4.

The appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed as required by law all acts necessary to correct the official maps and boundaries of the City of Hutto so as to include the aforementioned territory hereby annexed as part of the City of Hutto, Texas, designated as SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District.

SECTION 5.

The City Secretary is hereby directed and authorized to:

- A. file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas;
- B. send by United States registered or certified mail to the Texas Comptroller of the Public Accounts a certified copy of this ordinance and a map clearly showing the added territory; and
- C. to notify the Williamson County Appraisal District office of the new city boundaries within 30 days of effective date of this ordinance.

SECTION 6.

If a court of competent jurisdiction holds that any section, subsection, sentence, phrase, or word of this ordinance is illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION 7.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION 8.

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the ____ day of _____ **2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this the ____ day of _____ **2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EXHIBIT A

Survey
(including legal property description)

EXHIBIT B

Municipal Services Agreement

RESOLUTION NO. R-2023-

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS, AND MB HUTTO, LLC REGARDING THE PROPOSED ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 87.834 ACRES, MORE OR LESS, OF LAND DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”), is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the MB Hutto, LLC (the “Developer”) the owners of the tracts of land containing 87.834 acres, more or less, of land in the extraterritorial jurisdiction (“ETJ”) of the City, being out of the James Hickman Survey, Abstract No. 291 in Williamson County, Texas (the “Property”), and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property; and

WHEREAS, pursuant to Section 43.0672, Texas Local Government Code, for the City to elect to annex the Property, the City and the owners of the land must first negotiate and enter into a municipal services agreement for provision of services in the area to be annexed, and such agreement must list each service the City will provide on the effective date of the annexation and include a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and the owners have negotiated such a municipal services agreement and the City Council desires to authorize the City Manager to execute the municipal services agreement with the owners of the Property (“Agreement”), a copy of which is attached as **Exhibit “B”**.

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, a copy of same being attached hereto as **Exhibit “B”** 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

Exhibit “A”
Survey
(including property description)

Exhibit “B”
Municipal Services Agreement

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES

WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

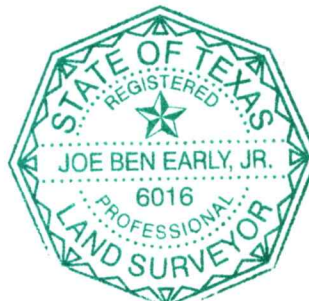
Attachments: Survey Drawing No. 1093-001-BASE



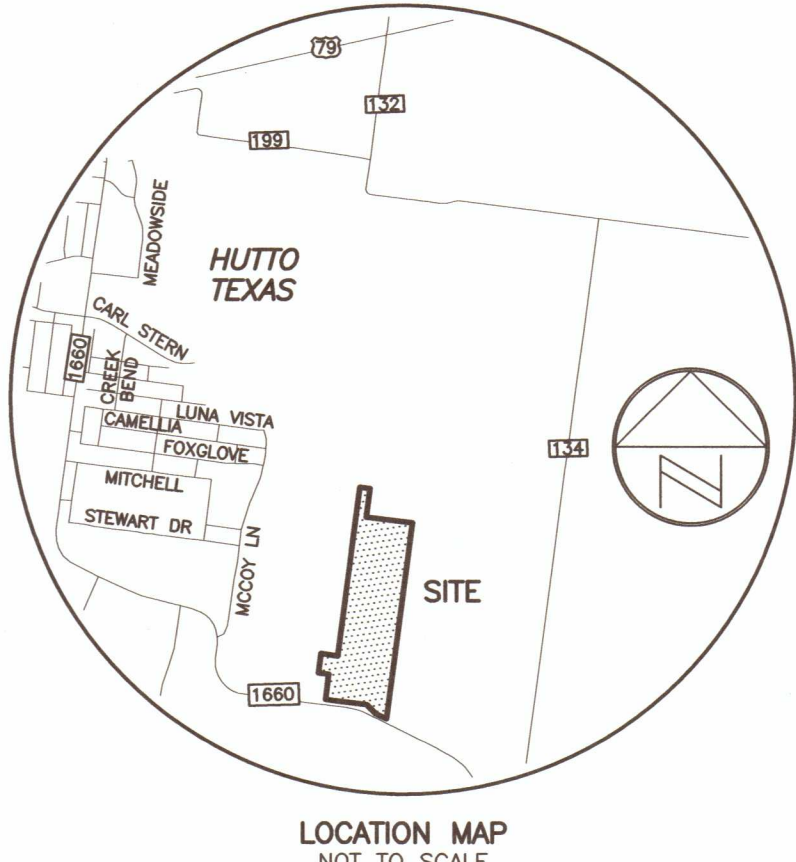
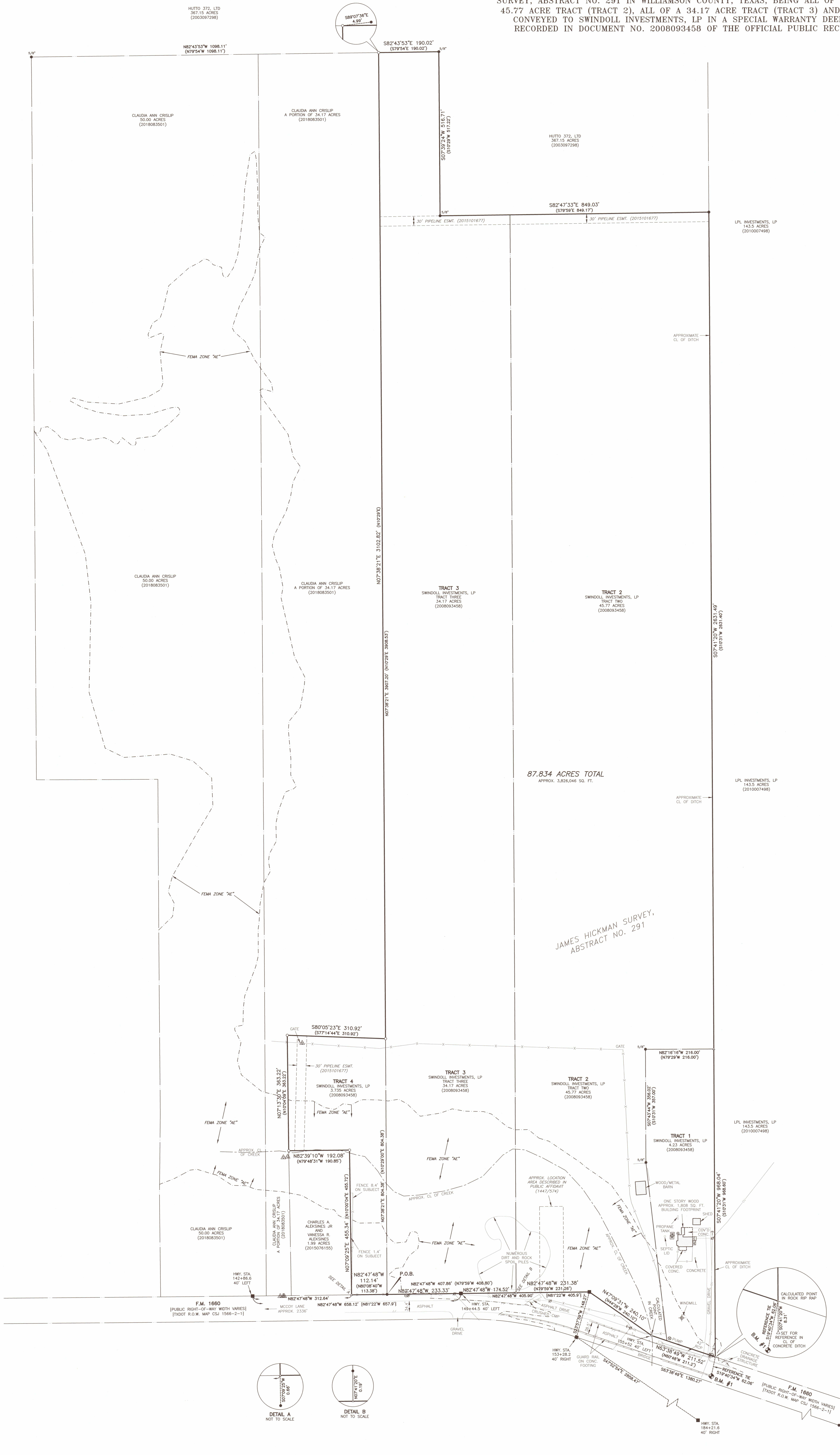
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date



AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS IS A SURFACE DRAWING.
BORING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT TM #1.
MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.
SURFACE COORDINATES:
N 1016231442
E 316020861
TEXAS STATE PLANE COORDINATES:
N 1016109508
E 316020861
ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)
COMBINED SCALE FACTOR = 0.999880014 (FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000120 (FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0
THETA ANGLE: 1°25'43"

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
 - CONCRETE HIGHWAY MONUMENT FOUND
 - ▲ MAG NAIL WITH WASHER SET
 - △ CALCULATED POINT
 - ⊕ BENCHMARK/CONTROL POINT
 - ⊙ AIR CONDITIONER
 - ⊙ STUB OUT
 - ⊙ ELECTRIC UTILITY
 - ⊙ WATER VALVE
 - ⊙ WATER METER
 - ⊙ UNDERGROUND GAS MARKER
 - ⊙ POWER POLE
 - ⊙ GUY WIRE
 - ⊙ TELECOM UTILITY
 - ⊙ WELL LOCATION
 - ⊙ OVERHEAD UTILITIES
 - ⊙ EDGE OF ASPHALT PAVEMENT
 - ⊙ BARE WIRE FENCE
 - ⊙ WELDED WIRE FENCE
 - ⊙ METAL FENCE
 - ⊙ WOOD FENCE
 - () RECORD INFORMATION

TITLE COMMITMENT NOTE:
COMMITMENT FOR TITLE INSURANCE PREPARED BY:
Old Republic National Title Insurance Company
G.F. No. 20-3908-C Effective Date: 11/23/20 Issued: 12/7/20
The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.
Schedule "B" items contained therein and re-listed below were considered:
10a) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1984, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 289, of the Deed Records of Williamson County, Texas. — Subject to, not plottable, biennial-type easement.
10b) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. — Subject to, not plottable. The easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed, per document.
10c) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1926, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. — May effect, unable to accurately locate easement based on the description in the document.
10d) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. — Subject to, as shown.
10e) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. — Does not encumber this survey.
10f) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. — Subject to, as shown.

FLOOD-PLAIN NOTE:
A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, or shown on map no. 48491003237, dated December 30, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, the flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:
(Table A, Item 7a)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.
GENERAL SURVEY NOTES:
PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634
ATTACHMENTS: Metes and Bounds Description
SURVEYOR'S CERTIFICATE:
CERTIFIED TO:
• Columbian Holdings, L.L.C., a Delaware limited liability company
• Swindoll Investments, L.P., a Texas limited partnership
• Corridor Title, L.L.C., a Texas limited partnership
• Old Republic National Title Insurance Company
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established by ALTA and NSPS, and includes Items 1-4, 7a, 7b, 8, 13 & 14 of Table A thereof.
The field work was completed on 12/15/20.
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
jbe@earlysurveying.com

Joe Ben Early, Jr.
R.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78708
512-202-8633
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01



Mayor
Mike Snyder

Mayor Pro Tem
Dan Thornton

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James R Earp, CPM

April 25, 2023
Mr. Walter Hoysa
2700 La Frontera Blvd. #150
Round Rock, Texas 78681

RE: Meadowbrook
Service Extension Request – Water and Wastewater Utilities

Dear Mr. Hoysa,

Thank you for your interest in developing in the City of Hutto. We have reviewed your Service Extension Request for water and wastewater utility service.

In order for the City of Hutto to provide water and wastewater service to your proposed development, the requirements listed in the attached SER responses must be addressed.

We appreciate your patience as we are working to address the needs of your development while planning for future growth. Please feel free to contact me at (512) 759-4025 or email Matt.Rector@HuttoTX.gov with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Rector'.

Matt Rector
City Engineer

APPROVED

Attachments:
Water and Wastewater SER Response
SER Application

TO: Matt Rector, P.E., City of Hutto

FROM: Stephanie Neises, P.E., Freese and Nichols, Inc.
Dave Christiansen, P.E., Freese and Nichols, Inc.

SUBJECT: Service Extension Request Review – Meadowbrook

DATE: April 20, 2023

1.0 INTRODUCTION

The City of Hutto (City) tasked Freese and Nichols, Inc. (FNI) with reviewing the Meadowbrook Water Service Extension Request (SER). The purpose of the review is to verify water demand calculations and identify system improvements needed to extend water service to the proposed development. The following sections document FNI's review of the Meadowbrook SER and related information.

2.0 WATER DEMANDS

Table 1 provides a summary of the living unit equivalents (LUEs) and associated water demands for the Meadowbrook based on the City's Utility Criteria Manual for Water & Wastewater Design Standards.

Table 1: Water Demands

Living Unit Equivalents	479
Estimated Population (3.5 people/LUE)	1,677
Average Day Water Demand (200 gallons/person/day)	233 gpm
Maximum Day Water Demand (530 gallons/person/day)	617 gpm
Peak Hour Water Demand (900 gallons/person/day)	1,048 gpm
Fire Flow	1,500 gpm

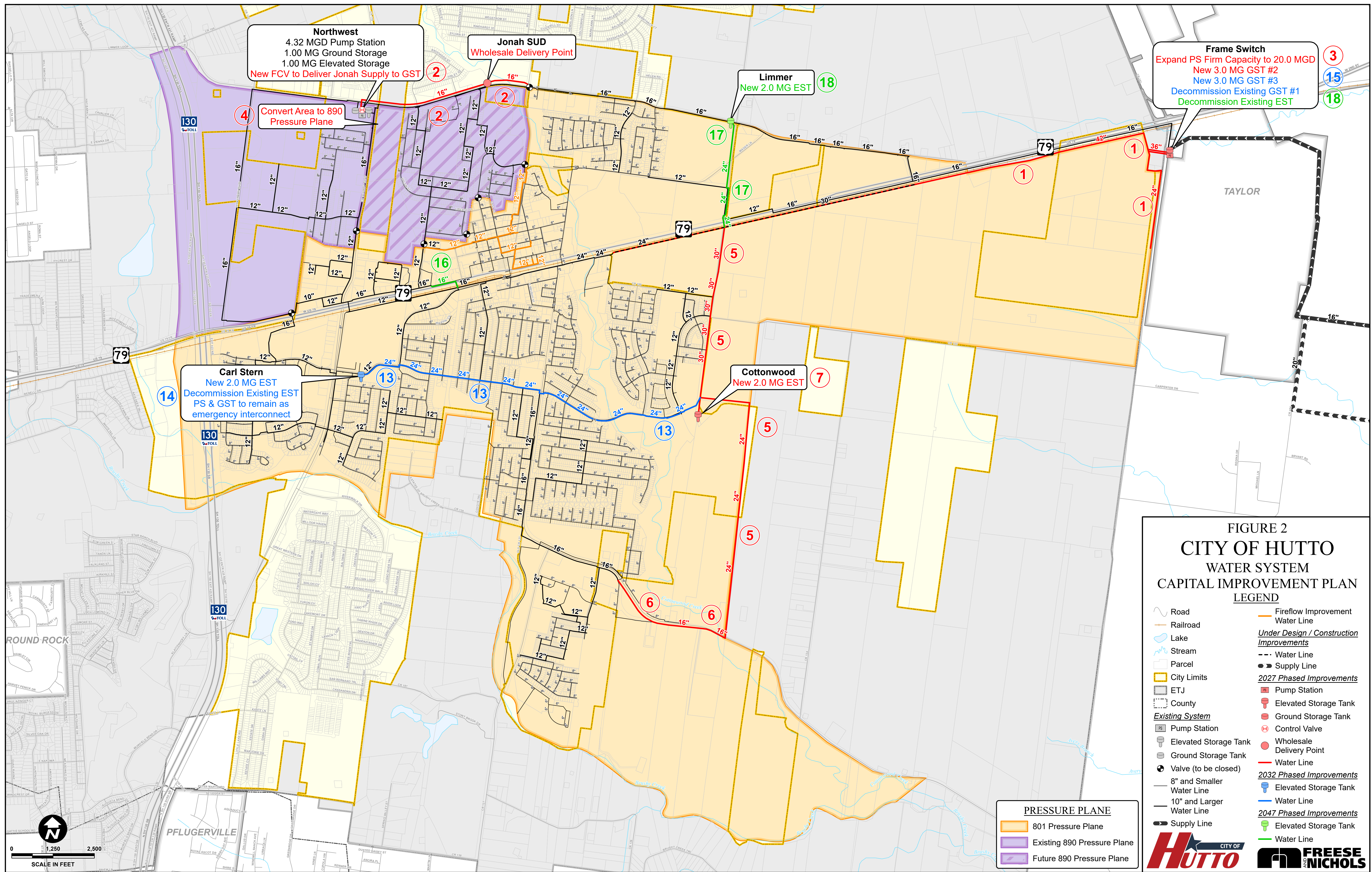
3.0 SYSTEM IMPROVEMENTS

To provide water service to the Meadowbrook, it is required that a 12-inch line be extended along FM 1660 from the existing 16-inch water line along FM 1660 to connect to the planned 12-inch water line at entrance of the development as shown on **Figure 1**. The City may upsize both 12-inch water lines to provide adequate transmission capacity to facilitate other growth in the region. The line along FM 1660 may be upsized to a 16-inch water line, and the 12-inch water line running through the development may be upsized to a 24-inch water line. Although the development is planned to be constructed in three phases (as shown on the map included in **Appendix A**), the City may require the developer to construct the entirety of the 24-inch water line as part of Phase 1 to connect with other system improvements planned in the area. With the proposed water lines in service, this development will have access to 1,500 gpm of available fireflow and will experience static pressure ranging from 81 to 86 pounds per square inch (psi). Per the City's Utility Criteria Manual, any service connections with a static pressure above 80 psi will require individual pressure reducing valves on the owner's side of the water meter.

Currently, the City's water system does not have adequate capacity to serve new customers beyond those developments that have already been approved for water service by the City. The City and FNI have completed an expedited Water Master Plan Update, which included the development of a CIP, shown on **Figure 2**, that provides the City with a list of improvement projects to provide adequate capacity for future development including the Meadowbrook development. The following CIP projects (to be completed by the City) have been identified as necessary to serve this development:

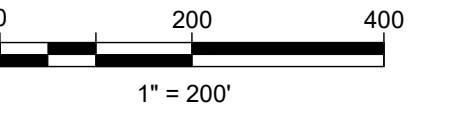
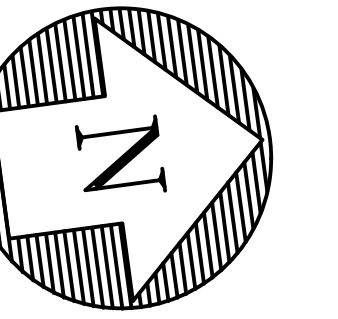
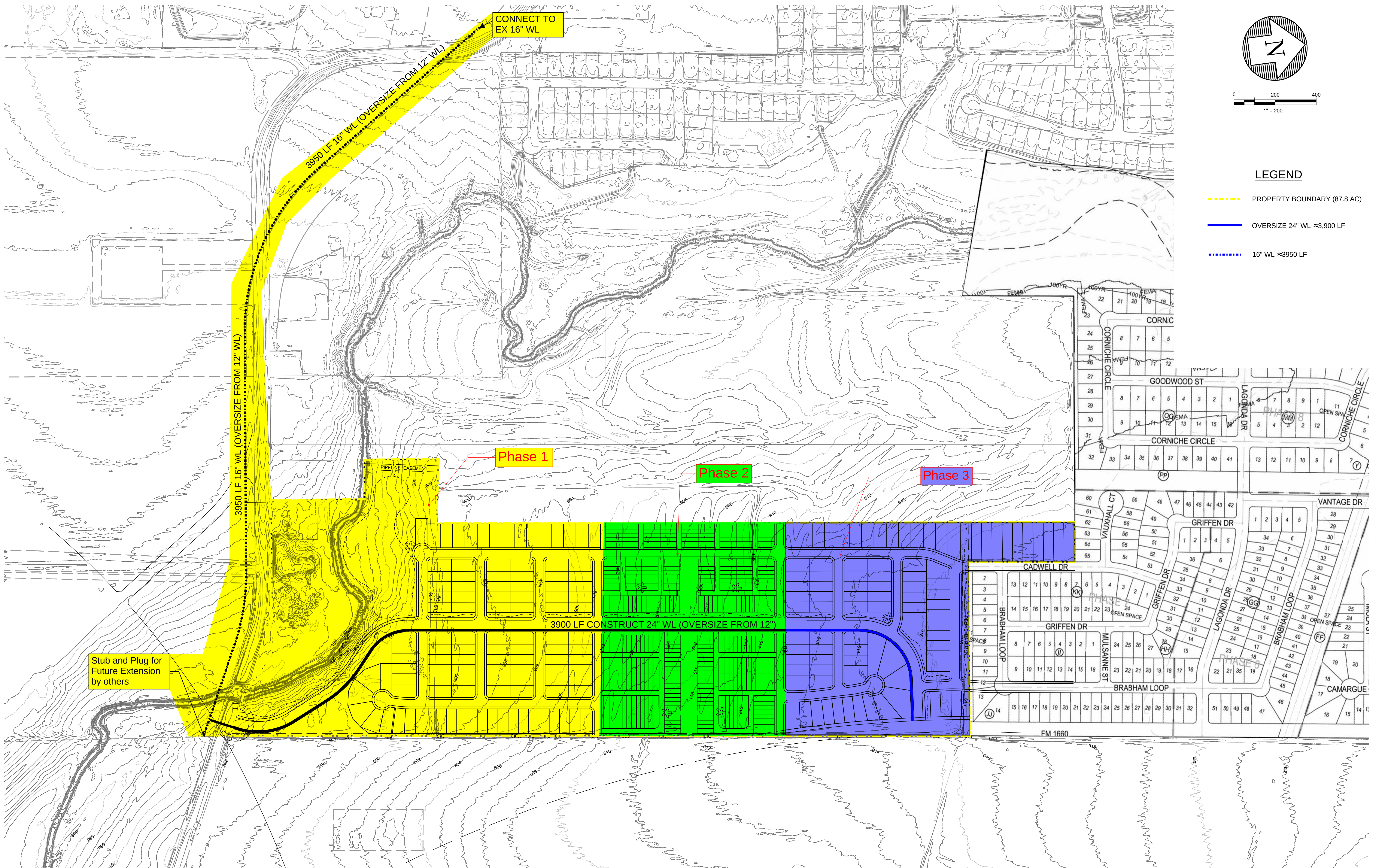
- Secure additional short-term water supply – ongoing
- Project 3 – Frame Switch Pump Station Expansion – Estimated completion date of June 2024
- Project 1 – Frame Switch Discharge Water Lines – Estimated completion date of June 2024
- Project 5 – County Road 132 South Water Line – Estimated completion date of Summer 2025
- Project 7 – Cottonwood Elevated Storage Tank – Estimated completion date of Summer 2025

Based on the estimated timing of these projects and the development schedule provided (attached in **Appendix A**), the system will have adequate capacity for the Meadowbrook development to begin construction in Q1 2024.



APPENDIX A

PROVIDED DEVELOPMENT PHASING & SCHEDULE



LEGEND

- PROPERTY BOUNDARY (87.8 AC)
- OVERSIZE 24" WL ≈3,900 LF
- 16" WL ≈3950 LF

Meadow Brook 2-13-2023		Starts																
Build Out / Closing Schedule		Total Units	Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78	16		16	16	16	16										
	60'	14	4	4	4	4												
Central	TH	279			40	40	40	40	40	40	40							
South	50'	92					18	18	18	18	18							
	60'	16				4	4	4	4	4								
		479	19.1	19.1	59.0	59.0	77.9	62.3	62.3	62.3	58.3	0	0	0	0	0	0	

Meadow Brook		Total Units	CO's (Certificate of Occupancy)															
			Year 1				Year 2				Year 3				Year 4			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
North	50'	78				16	16	16	16	16								
	60'	14.5				2	4	4	4	2								
Central	TH	279						40	40	40	40	40	40					
South	50'	92									18	18	18	18	18			
	60'	16									2	4	4	4	2			
		479	0.0	0.0	0.0	17.6	19.1	59.0	59.0	57.5	60.3	62.3	62.3	62.3	20.4	0.0	0.0	0.0



3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704
TEL 512.485.0009
FAX 512.485.0010
www.GarverUSA.com

SER #17 Meadowbrook SER Sewer Evaluation

January 27th, 2023

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

1.0 Introduction / Summary

The purpose of this memorandum is to document preliminary analyses completed to size wastewater infrastructure to serve the Meadowbrook development within the City of Hutto's wastewater certificate of convenience and necessity (CCN). This development is reviewed in conjunction with the Kirk Tract development in the same service area to ensure that proposed infrastructure can meet the needs of all developments in the area. Refer to Exhibit 1 for a map depicting the service area.

2.0 Sanitary Sewer Loading Calculations

Per the Service Extension Request (SER) submitted by the developer, the Meadowbrook development will have 494 single-family (SF) units as shown in Table 2-1. Land Use Equivalent assumptions are listed in Table 2-1 and anticipated loadings for the development areas are included in Table 2-2. Average flow was calculated using 280 gpd/LUE, and average peak wet weather flow was calculated as outlined in the City of Hutto Utility Design Criteria Manual.

Table 2-1: Meadowbrook Sewer Loading Assumptions

Development Type	LUE Equivalent	Proposed Development	LUE Subtotal
Single Family Residential	1 LUE/unit	479 units	479
Multi-Family Residential (6-24 units per acre)	0.8 LUE/unit		
Office Space	3,000 sf/LUE		
Retail Space	1,660 sf/LUE		
Restaurant	200 sf/LUE		
Total LUEs			479

Table 2-2: Sewer Loading Calculations for Development Areas

Development	No. LUEs	Area (Acres)	Average Load (MGD)	Peak Load (MGD)
Meadowbrook	479	87.8	0.13	0.55
Kirk Tract	285	84.4	0.08	0.37
Total			0.21	0.92

3.0 Routing Options

The Meadowbrook development is located north of FM 1660 and west of CR 134. Wastewater flow from the development is proposed to be routed by gravity to future 42" Glenwood interceptor along FM 1660. The Glenwood interceptor will drain to the South WWTP. This interceptor needs to be constructed soon as it is also required to serve two other SERs currently under review by the City: the Bell Yard Farley Farm and the Atanasio Ranch. See Exhibit 1 for a map of the proposed route.

Table 3-1 outlines the short and long-term projects proposed to provide wastewater service to the Meadowbrook development. The developer is responsible for completing funding, design, and construction of projects as noted in Table 3-1. The routes and diameters included in Table 3-1 and Exhibit 1 are conceptual. When responsible for design and construction, the developer will be required to submit a preliminary route evaluation and line sizing analysis to the City in the form a technical memorandum for City review and concurrence. Upon approval from the City, the developer can proceed with final design plans showing sizing calculations and final proposed routing which are subject to the City's plan review process. Upon completion and acceptance of the developer responsible projects, the City will provide wastewater service to the development.

Table 3-1: Required Upgrades to Serve the Meadowbrook

Timeframe	Exhibit Item #	Project Description	Project Responsibility - Design & Construction	Project Responsibility - Funding
Short-term	1a	Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.	City	City
Short-term	1b	Construct the South WWTP Influent Lift Station.	City	City
Short-term	2a	Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.	Developer ***	Developer * and City **
Short-term	2b	Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.	Developer ***	Developer * and City **
Short-term	3	Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.	Developer ***	Developer
Long-term	5	Expand the South WWTP	City	City

* The developer may share the cost of this project with other developments in the area.

** The City will cost participate to oversize this infrastructure.

*** The developer is responsible for checking that pipe elevations are adequate to accommodate flows from future drainage areas discussed in the corresponding project descriptions.

4.0 Gravity Sewer Infrastructure Sizing

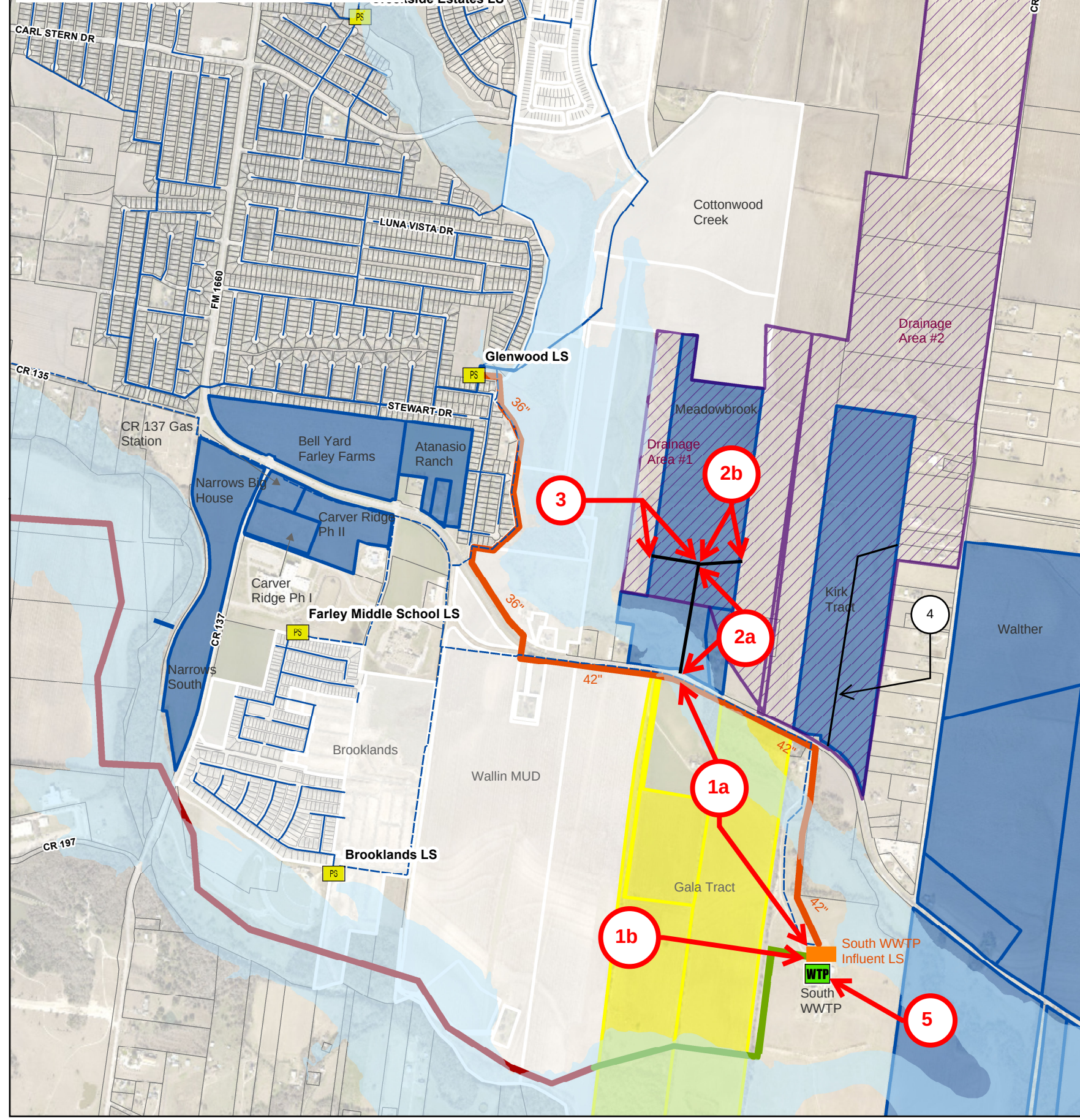
Exhibit Item #2a:

The City recognizes that the Meadowbrook development would require only a 12" gravity sewerline. However, this line should be oversized to a 15" line at 0.20% minimum slope to serve future developments in its vicinity. A 15" at 0.20% slope would provide a design capacity of 1.6 MGD, which is adequate to serve this SER and the remainder of the currently undeveloped Drainage Area #1 (see Exhibit 1) at a density of 5 LUEs/acre. This density is typically observed for recent SERs in this area (e.g., Kirk Tract, Walther Farmers Tract). Since the City is requesting to oversize this gravity sewerline from a 12" to a 15", it will reimburse the developer for the cost difference to upsize the 12" line to a 15".

Exhibit Item #2b:

Similar to Exhibit Item #2a, the City recognizes that the northeastern portion of the Meadowbrook development would require only an 8" gravity sewerline but requests an oversized 15" line at minimum 0.20% slope to serve Drainage Area #1. Since the City is requesting to oversize this gravity sewerline from an 8" to a 15", it will reimburse the developer for the cost difference to upsize the 8" line to a 15".

Exhibit 1 SER Sewer Evaluation Meadowbrook



Service Extension Requests LUEs	
#17 Meadowbrook	479
#19 Kirk Tract	285

- Projects:**
- 1a. Construct the 42" Glenwood Interceptor between Exhibit Item #2 and the South WWTP Influent Lift Station (approximately 4,500 LF). Easements for this portion of interceptor are located south of FM 1660.
 - 1b. Construct the South WWTP Influent Lift Station.
 - 2a. Construct approximately 1,950 LF of 15" gravity sewerline at minimum 0.20% slope oversized from a 12" in the Meadowbrook development to serve Drainage Area #1.
 - 2b. Construct approximately 550 LF of 15" gravity sewerline at minimum 0.20% slope oversized from an 8" in the Meadowbrook development to serve Drainage Area #1. Provide a 15" stub out to the east of this SER.
 - 3. Construct approximately 500 LF of 8" gravity sewerline with an 8" stub out to serve Drainage Area #1 to the west of this SER.
 - 4. Construct approximately 4,000 LF of 15" oversized gravity sewerline at minimum 0.30% slope in the Kirk Tract development to serve Drainage Area #2. Provide a 15" stub out to the east of this SER.
 - 5. Expand the South WWTP.
- Red = Required for Service

SER Review Map Group 3

- 100-year Floodplain
- Oversizing Drainage Area
- Modeled Facilities**
 - WWTP
 - Lift Station
- Sewer Lines**
 - 8.0" - 12.0"
 - 12.1" - 15.0"
 - 15.1" - 21.0"
 - 21.1" - 30.0"
 - 30.1" - 42.0"
 - Force Main
- SER_Projects**
 - CIP
 - Brushy Creek Int. Phase III
 - Brushy Creek Int.
 - Glenwood Interceptor
 - Developments
 - 2020 Approved
 - 2021 Approved
 - Pending Approval
 - Parcels

0 440 880 1,760 Feet

Page 86 of 485

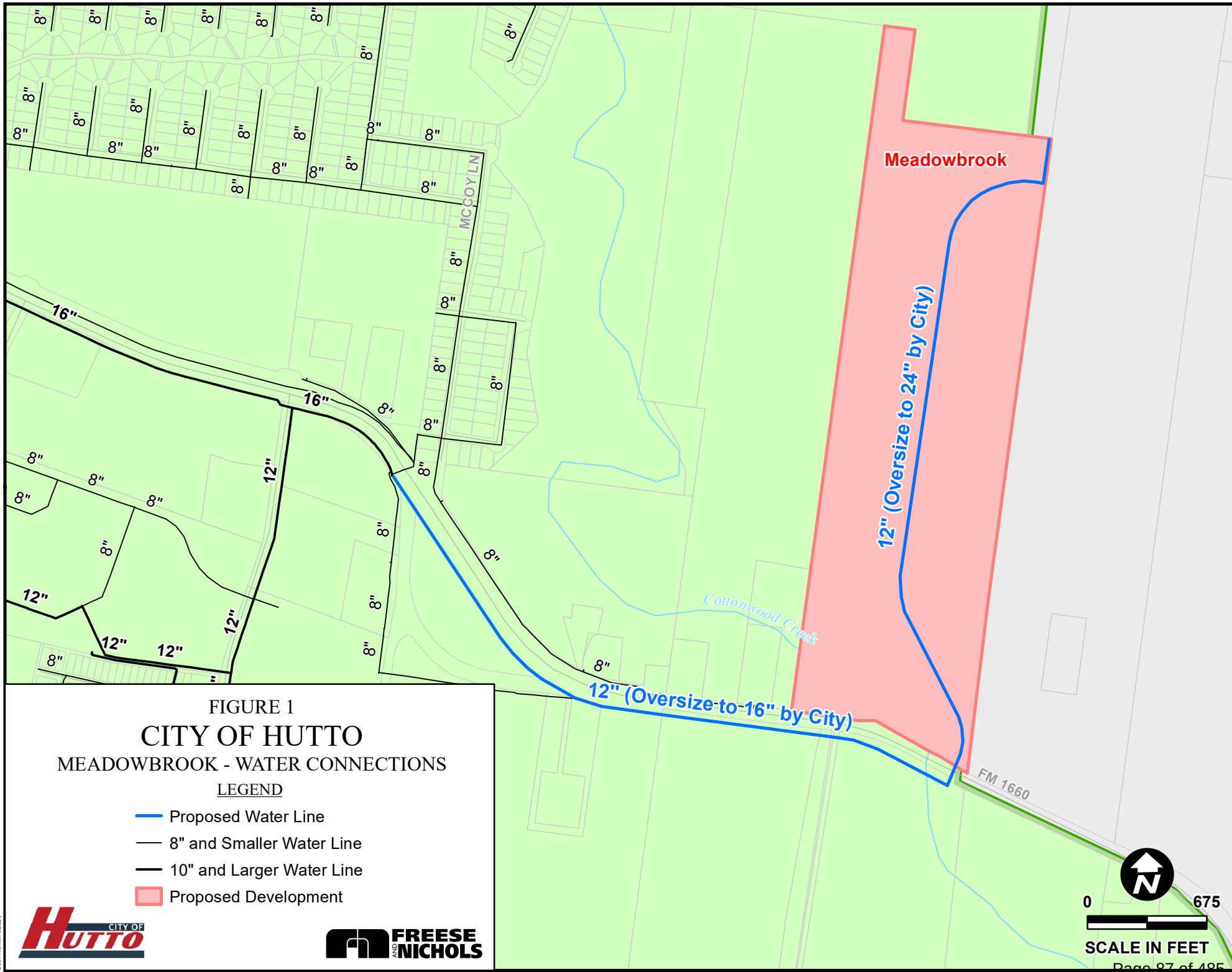
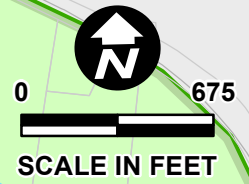


FIGURE 1
CITY OF HUTTO
MEADOWBROOK - WATER CONNECTIONS

LEGEND

- Proposed Water Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Proposed Development





SERVICE EXTENSION REQUEST
(SER) APPLICATION
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

Project Name: Meadowbrook

Legal Description: (Acres/Survey/Abstract Number) 87.834 Acres in the James Hickman Survey, Abs 291

 OR Lot Block

 Subdivision Name:

Type of Service Requested: Water Wastewater

Proposed Use:

Single Family	<u>494</u>	(number of units)
Mobile Home	<u> </u>	(number of units)
Duplex (1 duplex = 2 units)	<u> </u>	(number of units)
Triplex, Fourplex (1 triplex = 3 units, 1 fourplex = 4 units)	<u> </u>	(number of units)
Multifamily (Apartment, Condominium)	<u> </u>	(number of units)
Hotel or Motel Room	<u> </u>	(number of units)
Office	<u> </u>	(total square feet)
Retail	<u> </u>	(total square feet)
Restaurant	<u> </u>	(total square feet)
Other:(please specify) <u> </u>	<u> </u>	(specify unit <u> </u>)

Total # of LUE 494

Water Utility Requirements: Peak Hour: 1080.6 gpm ; Peak Day 636.4 gpm

Highest Fire Flow requirements: 1500 gpm for 2 hours at 20 psi

Fire Sprinkler System Flow Rates: 1500 gpm for 2 hours at 20 minimum residual pressure.

Wastewater Utility Capacity requirements (Peak Wet Weather flows with I&I) 385gpm, 554,400gpd.

Highest Elevation on the Land to be Served by the SER: 615 above mean sea level.

Lowest Elevation on the Land to be Served by the SER: 602 above mean sea level.

REQUIRED FOR SUBMITTAL

All items listed must be included with the SER application, unless otherwise noted.

- ☒ Completed Master Application and SER application with owner's original signature.
- ☒ Applicant has coordinated with staff on submittal requirements
 - ☐ Date of Pre-Development Meeting: June 3, 2021
- ☒ Location Map



**SERVICE EXTENSION REQUEST
(SER) APPLICATION**
Must be Accompanied by a Master Application

City of Hutto Development Services
500 W. Live Oak Street
Hutto TX 78634
512-759-3479 Planning
512-759-4038 Engineering
planning@huttotx.gov

- ☒ Utility Plan (detailing the proposed water, wastewater, and/or reclaimed water infrastructure layout, existing/proposed easements, and existing topography)
- ☒ Engineering Calculations that are signed, sealed and dated by a professional engineer registered in the State of Texas.
- ☒ Summary Letter describing the proposed development.

FEES:

- Please see the City of Hutto Fee Schedules for required fees. All required fees should be verified with planning@huttotx.gov prior to submission.
- Third party review fee amount will be calculated and collected prior to final approval.
- Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline.

CONDITIONS OF APPROVAL:

- ☐ The level of service approved by this document does not imply commitment for land use.
- ☐ Service extension requests are subject to the guidelines established in the Hutto City Code of Ordinances.
- ☐ Construction of all service extensions are subject to all utility guidelines and planning ordinances.
- ☐ Service extension approvals automatically expire 180 days after the date of issuance unless a development application has been approved by the Development Services Department. Once an approved development application expires the service extension approval expires on the same date.
- ☐ If requested, the proposed improvements will be dedicated to the City of Hutto for ownership, operation, and maintenance.

FOR DEPARTMENT USE ONLY				
Submittal Date	Date Accepted for Review	Payment Type	Fees Paid	Approval Date



SUBDIVISION CONSTRUCTION PLAN
MASTER APPLICATION

City Issued MPN # _____
Office Use Only

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

PROJECT NAME: Meadowbrook APPLICATION TYPE: SER, Preliminary Plat

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: T. Walter Hoysa
Company Name: LJA Engineering, Inc.
Address: 2700 La Frontera Boulevard, Suite 150 Round Rock, TX 78681
Phone: 512-439-4700 Email: whoysa@lja.com

PROPERTY INFORMATION

Address: _____
Legal Description: Lot(s) _____ Block _____ Subdivision 87.834 Acres in the James Hickman Survey, Abs 291
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021066633
City Limits or ETJ: ETJ Current Zoning District: N/A

PROPERTY OWNER INFORMATION

Name: _____
Company Name: MB Hutto LLC
Address: 5956 SHERRY LN #STE 1000 DALLAS, TX 75225
Phone: 512-638-6682 Email: jlandwehre@traylor.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.


Property Owner Signature

Daniel A. Traylor
Property Owner Printed Name

01/11/2022
Date

THE STATE OF INDIANA

COUNTY OF VANDERBURGH

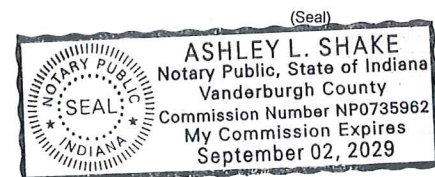
Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 11th day of January, 2022 A.D.

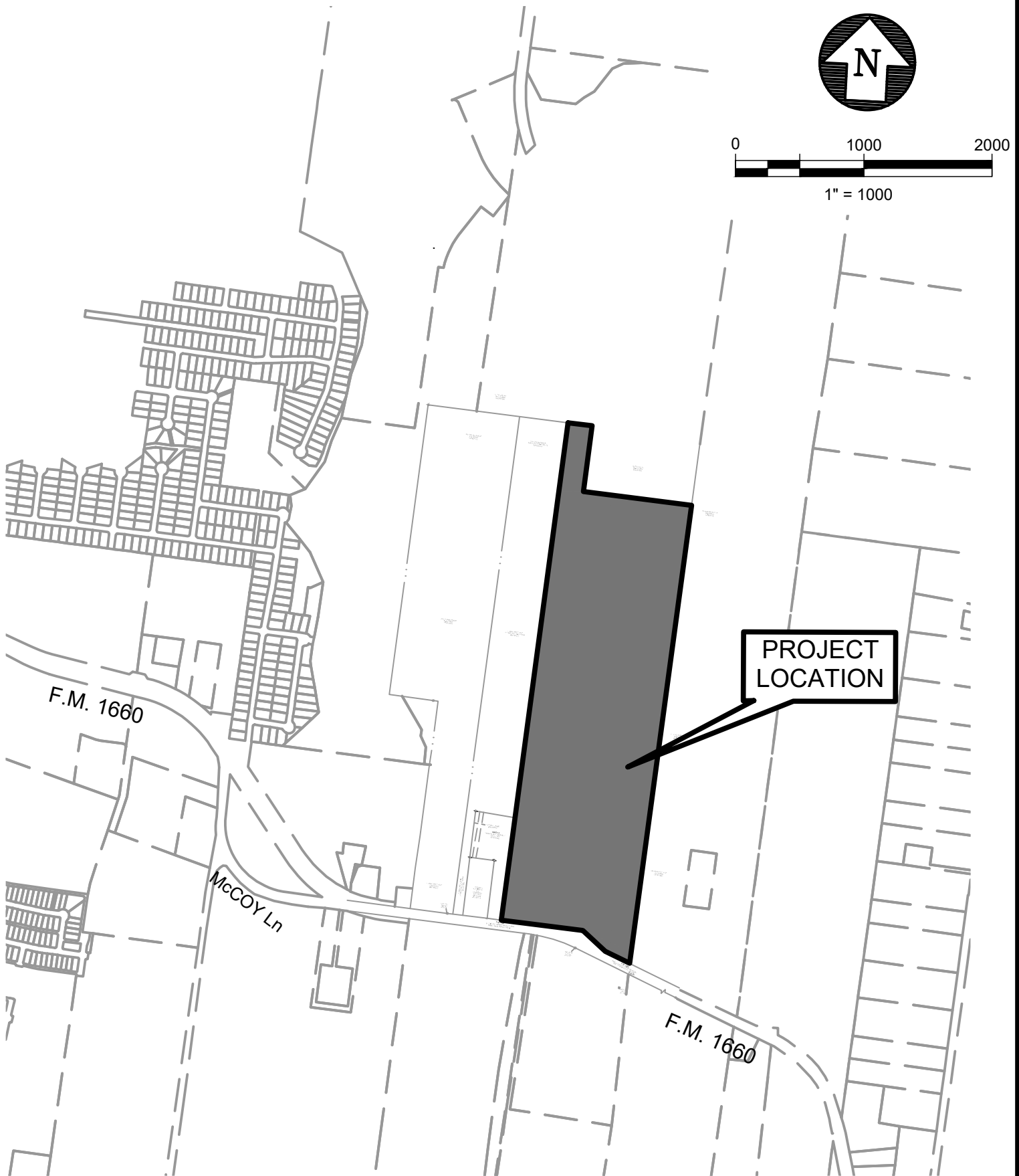

Notary Public Signature

Ashley L. Shake
Notary Public Printed Name

Commission No: 735962
Expiration Date: 09/02/2029



If there are multiple property owners attach separate page(s) with notarized signature(s)



LJA Engineering, Inc.



2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LOCATION MAP

11/17/2021

January 3, 2022

Ning Zhang, PE
City of Hutto
City Engineer
500 W Live Oak Street
Hutto, Texas 78634

Re: Meadowbrook (10501 FM 1660)
Water and Wastewater Service Extension Request (SER) Engineer's Report
LJA Engineering, Inc. Project No. A615-1001.201

Dear Ning,

The Meadowbrook Tract consists of approximately 87.8 acres located at FM 1660 where it crosses Cottonwood Creek within the City of Hutto 2-mile Extra Territorial Jurisdiction (ETJ) in Williamson County, and within the Hutto Water Service Area.

Exhibit 1 and **Exhibits 2A-2G** show property location maps identifying tract boundary extents on topographic mapping and detailed utility layouts respectively. The majority of the tract is proposed to be developed as single-family units with about one-third of the tract proposed to be attached townhomes. The proposed development would generate a total of 494 LUE's per the AWU-LUE guidance document. Per the 2015 International Fire Code (IFC), Table B105.1(2), the required fire flow is 1,500 gallons per minute (gpm) at 20 psi for 2 hours, assuming no sprinkling on the townhome product. Total LUE's generated by the proposed and future uses, peak day and peak hour water demands, and the peak wet weather flow of wastewater discharge for the total LUE's are documented on the application with supporting calculations found in **Exhibit 3**. Calculations were performed using the values given in the City of Hutto Utility Design Criteria Manual as published on the City's website at the writing of this report.

Water Extension

We propose connecting to an existing Hutto waterline near the southwest corner of the tract within the FM 1660 Right of Way (ROW). A 12-inch waterline is proposed from the connection point, through the site along the collector road shown, to be stubbed for future connection near the northeast corner of the site at the proposed future intersection with the City's FM1660 relocation project. 8-inch waterlines will be extended to all local roads and townhome alleys and an 8-inch line will either be connected to or stubbed to the Lennar Cottonwood Creek development to the north of the Meadowbrook site area.

Wastewater Extension

We propose wastewater conveyance to connect to the proposed lift station at the City of Hutto Wastewater Treatment plant located across FM 1660 to the east of this project area. Most wastewater line is proposed to be 8-inch diameter until approximately 350 LUE's are reached at which point the line will be proposed as a 12-inch line along the proposed collector road until it reaches the FM1660 ROW. We then propose a wastewater collector of a size to be determined

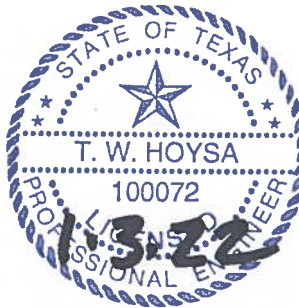
by the City to run down the FM1660 ROW to the existing wastewater treatment plant (WWTP) site and terminating at a City proposed lift station on the WWTP site. Details of the lift station depth and location have not yet been provided to us. We expect to need a 12-inch wastewater line for purposes of this project and are willing to oversize the line per City direction with proportional reimbursement.

If you have any questions, or require any additional information, please do not hesitate to call.

Very Truly Yours,
LJA ENGINEERING, INC.



T. W. Hoysa, P. E.
Sr. Project Manager



TWH/ap

EXHIBIT 1

Overall Utility Layouts

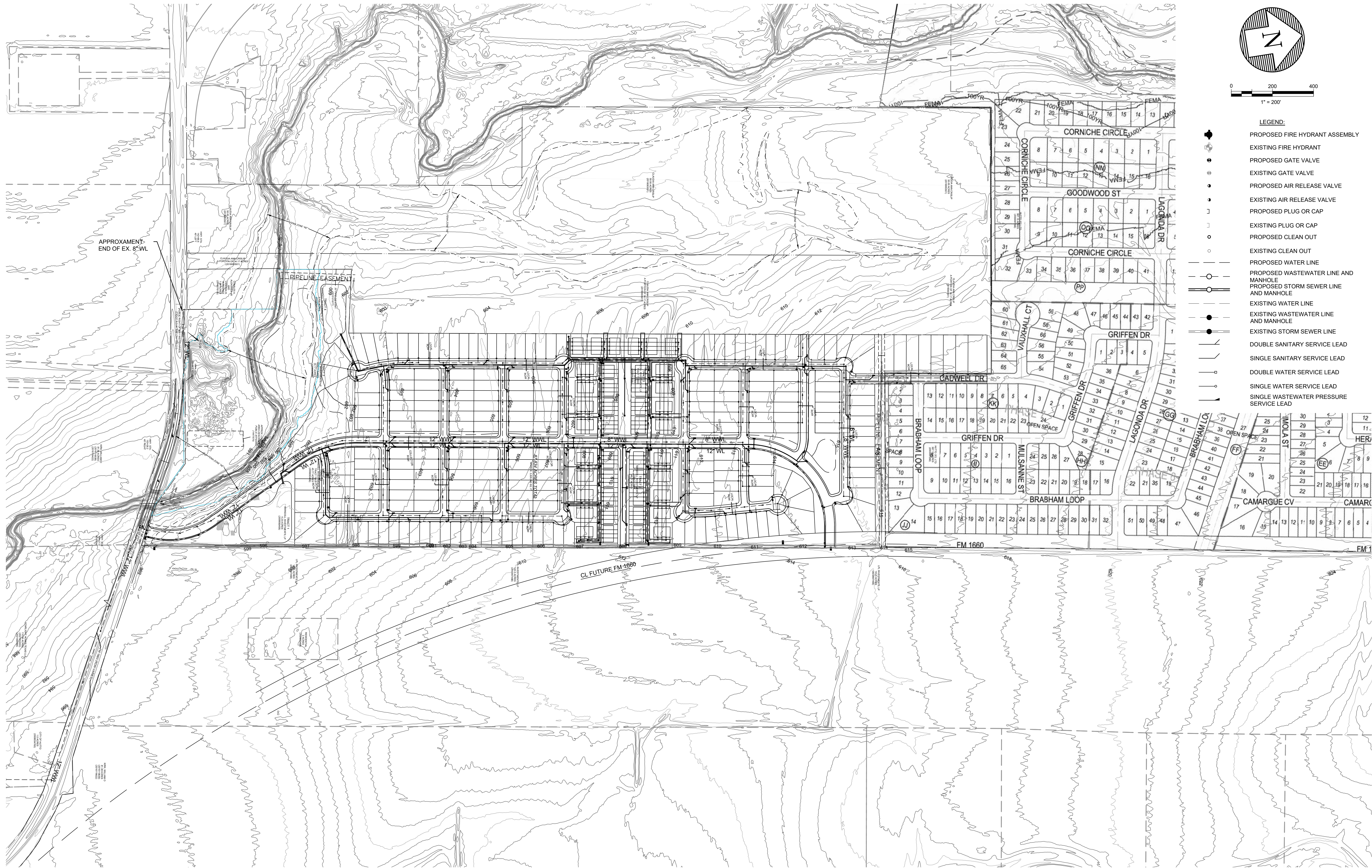
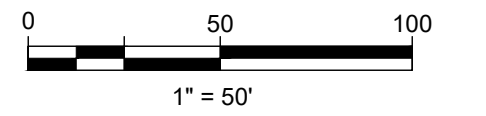
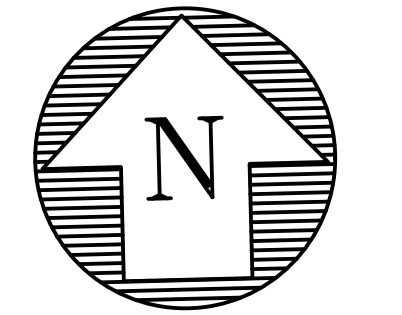
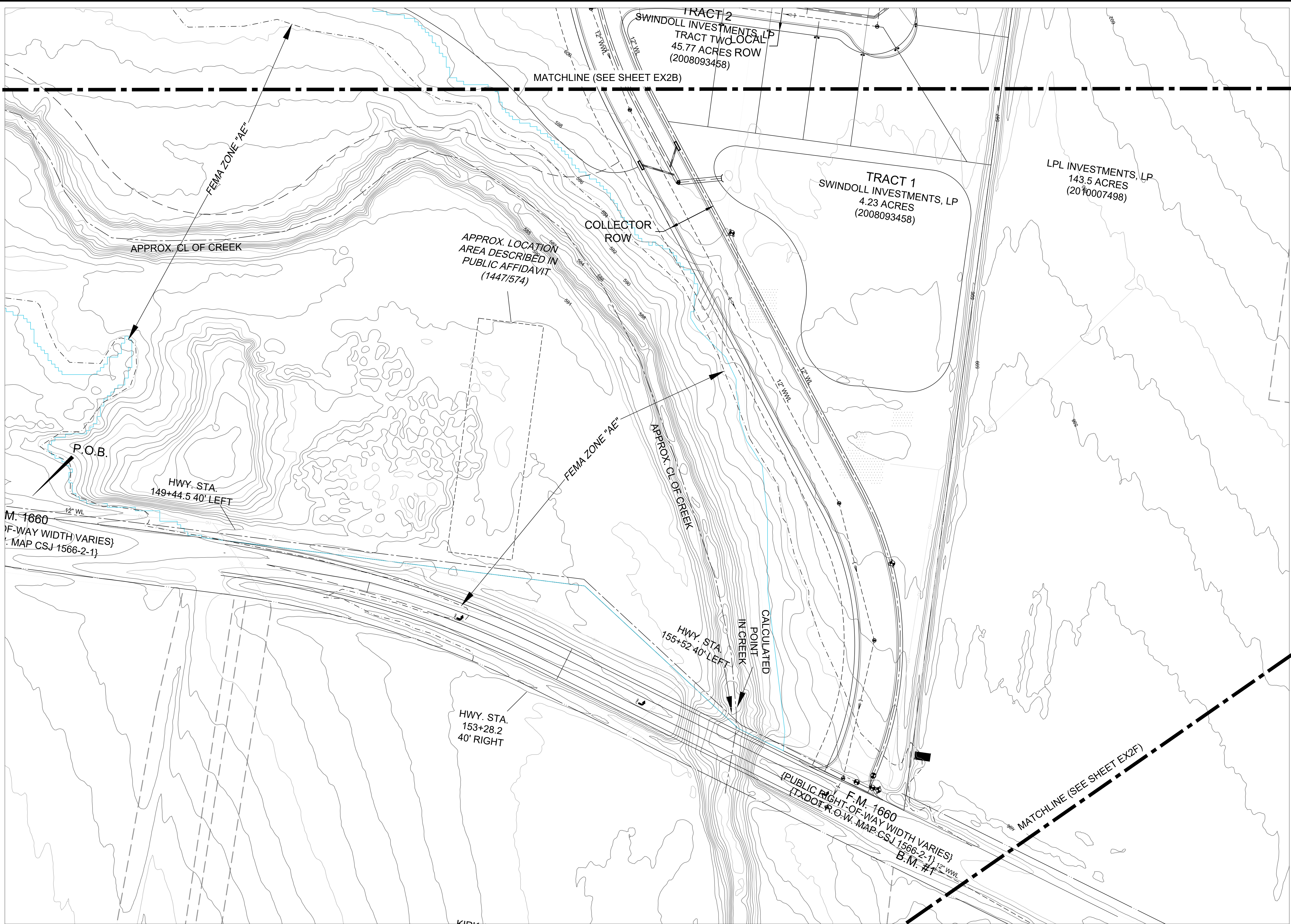


EXHIBIT 2A-2F

Detailed Utility Layouts



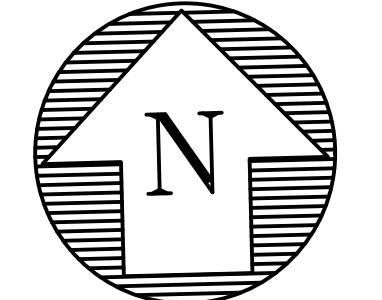
- LEGEND:**
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING GATE VALVE
 - PROPOSED AIR RELEASE VALVE
 - EXISTING AIR RELEASE VALVE
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 - PROPOSED STORM SEWER LINE AND MANHOLE
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 - DOUBLE SANITARY SERVICE LEAD
 - SINGLE SANITARY SERVICE LEAD
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 - SINGLE WATER SERVICE LEAD
 - SINGLE WASTEWATER PRESSURE SERVICE LEAD

NOTES:

- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE



LPL INVESTMENTS, LP
143.5 ACRES
(2010007498)



0 50 100
1" = 50'

- LEGEND:**
- PROPOSED FIRE HYDRANT ASSEMBLY
 - EXISTING FIRE HYDRANT
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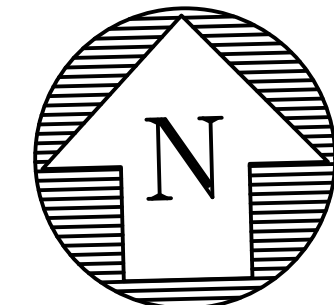
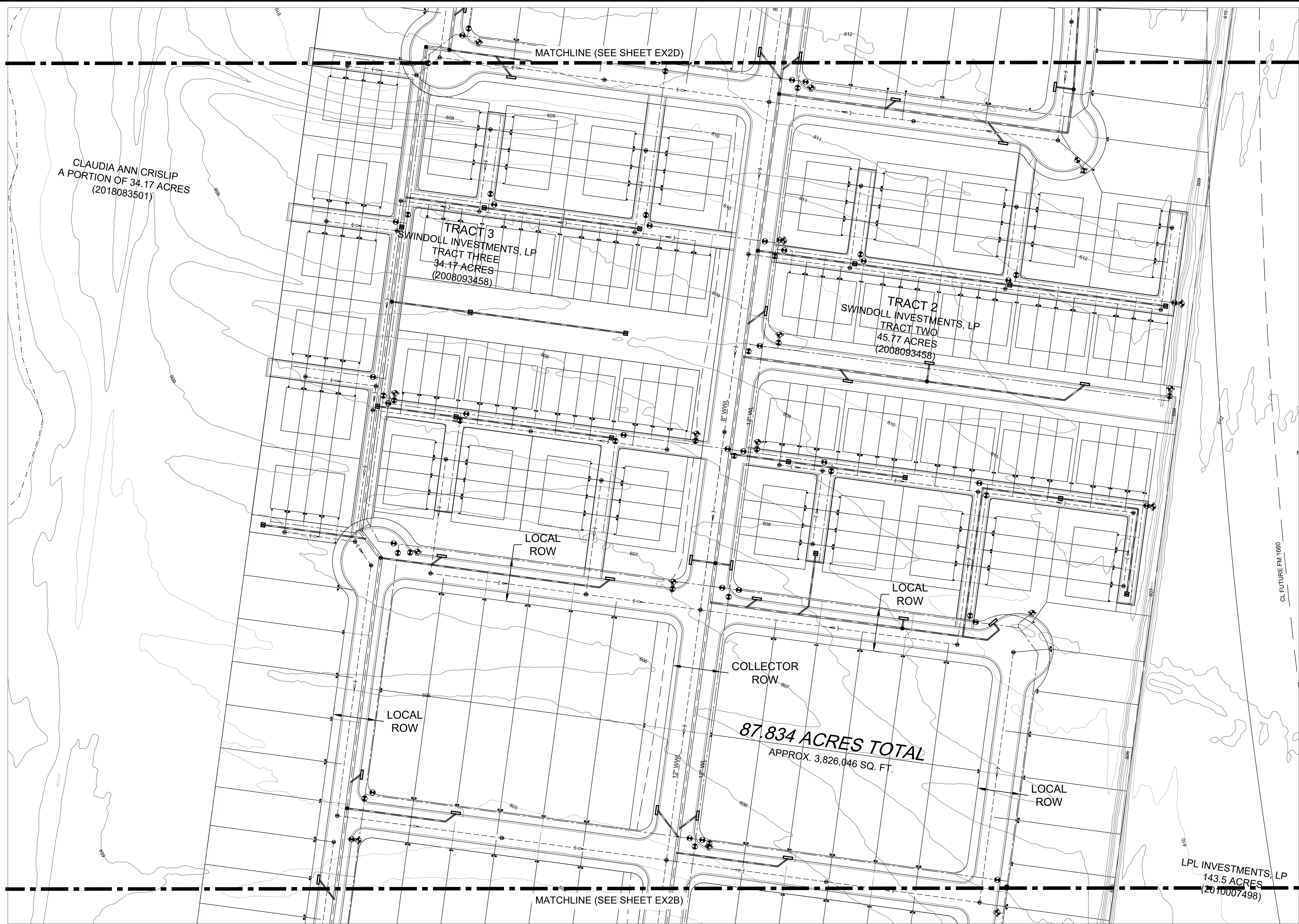
TRACT 3
SWINDOLL INVESTMENTS, LP
TRACT THREE
34.17 ACRES
(2008093458)

TRACT 2
SWINDOLL INVESTMENTS, LP
TRACT TWO LOCAL
45.77 ACRES ROW
(2008093458)

LJA Engineering, Inc.
2700 La Frontera Blvd
Suite 150
Round Rock, TX 78681
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

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under the authority of T.W. Hoysa, PE 100072 on December 1, 2021.
It is not to be used for construction, permitting, or other purposes.

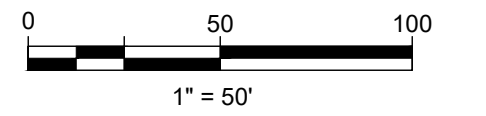
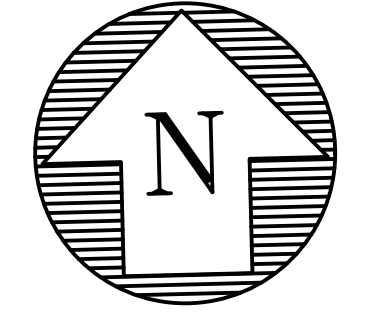
EX2B-UTILITY LAYOUT
12/1/2021



0 50 100
1" = 50'

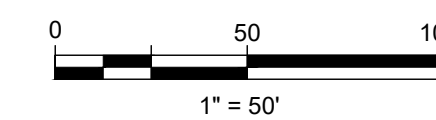
- LEGEND:
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- NOTES:**
- 1) ALL WWW LINES ARE 8" EXCEPT AS NOTED.
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LEGEND

- NOTES:

- 1) ALL W/WW LINES ARE 8" EXCEPT AS NOTED.
- 2) STORM SEWER LINES CONCEPTUAL & SUBJECT TO CHANGE



CLAUDIA ANN CRISLIP
A PORTION OF 34.17 ACRES
(2018083501)

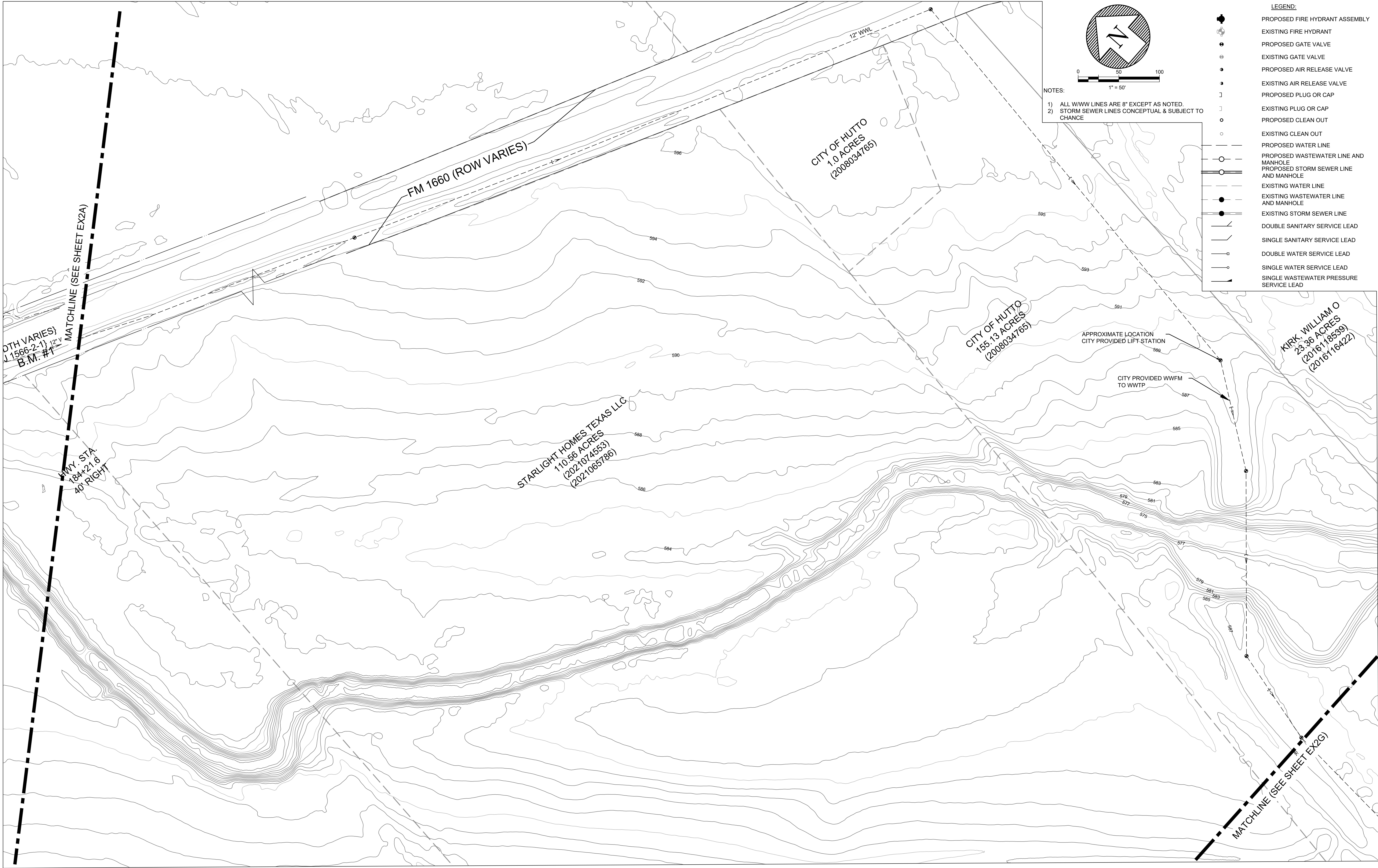
HUTTO 372, LTD
367.15 ACRES
(2003097298)

MATCHLINE (SEE SHEET EX2D)

LJA Engineering, Inc. 
2700 La Frontera Blvd Phone 512.439.4700
Suite 150 Fax 512.439.4716
Round Rock, TX 78681 FRN - F-1386

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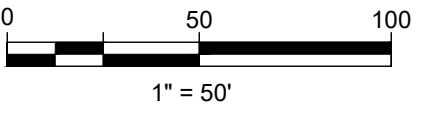
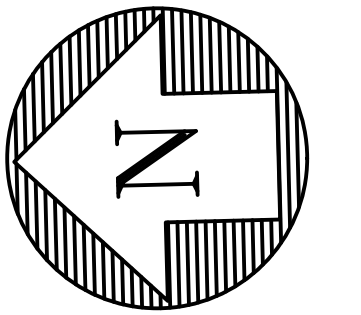
EX2E-UTILITY LAYOUT
12/1/2021



0 50 100
1" = 50'

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EXHIBIT 3

SER Calculations

EXHIBIT 3

Meadowbrook WATER AND WASTEWATER FLOW REQUIREMENTS

SUMMARY As of January 3, 2022

Meadowbrook	
Total LUEs	494
Wastewater	
Average Day Flow	96.1 gpm
Inflow & Infiltration	35.9 gpm
Peak Dry Weather Flow (Qpdwf)	349.1 gpm
Peak Wet Weather Flow (Qpwwf)	385 gpm
Minimum Flow (Qmin)	20.5 gpm
Water	
Average Day Demand	240.1 gpm
Peak Day Demand	636.4 gpm
Peak Hour Demand	1080.6 gpm
Fire Flow	
Sprinkled Maximum	1,500 gpm (2 hours)

See attached sheets for calculations and assumptions.

TOTAL LUE SUMMARY			
Building Type	Quantity	*LUE Weighting	Total LUEs
Single Family	494 units	1.0 LUE per unit	494
Multi - Family	units	0.7 LUE per unit	0
Retail	0 ft ²	1,660 ft ² per LUE	0
Restaurant	0 ft ²	200 ft ² per LUE	0

*per Hutto guidance document

Total LUE = 494

MEADOWBROOK WATER AND WASTEWATER REQUIREMENT CALCULATIONS

GIVEN:

Total LUEs required = 494 LUEs

ASSUME:

- City of RR DAC capacity requirements (W = UCM §1.7.2.A; WW = UCM §1.7.3.A.)
- Wastewater Drainage Area ≈ 69 acres (for I & I)
- Each LUE = 3.5 persons

FIND:

Required wastewater flow per UCM 1.7.3.A

1. Average Daily Flow = $\frac{280 \text{ gpd}}{\text{LUE}} \times 494 \text{ LUE} \times \frac{\text{day}}{1440 \text{ min}} = 96.1 \text{ gpm} = \text{Avg Day Flow}$

2. Industrial Flows = not applicable

3. I&I = $\frac{750 \text{ gal/day}}{\text{acre}} \times 69 \text{ acre} \times \frac{\text{day}}{1440 \text{ min}} = 35.9 \text{ gpm} = \text{I\&I}$

4. Peak Dry Weather Flow

$$Q_{pdwf} = \frac{18 + \sqrt{0.018F}}{4 + \sqrt{0.018F}} \times F$$

$$F = \frac{80 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \times \frac{3.5 \text{ person}}{\text{LUE}} \times 494 \text{ LUE} = 96.05 \text{ gpm}$$

$$\sqrt{0.018F} = 1.314$$

$$Q_{pdwf} = 349.06 \text{ gpm}$$

5. Peak Wet Weather Flow = Peak Dry Weather Flow + I&I

$$Q_{pwwf} = 349.06 \text{ gpm} + 35.9 \text{ gpm} = 384.96 \text{ gpm}$$

6. Minimum Flow

$$Q_{min} = [0.2 \times (0.0144 \times F)^{0.198}] \times F = 20.484 \text{ gpm}$$

FIND:

Required Water Flows per UCM 1.7.2.A.1.

1.b Avg Daily Demand = $\frac{200 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 240.14 \text{ gpm} = \text{Avg Day}$

**MEADOWBROOK
WATER AND WASTEWATER REQUIREMENT CALCULATIONS**

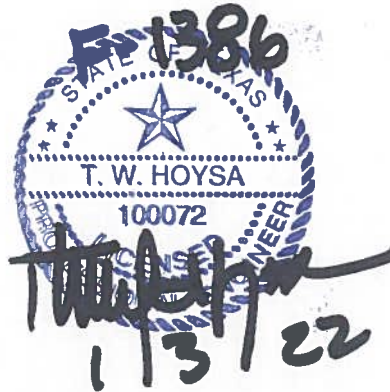
$$1.c \text{ Peak Day Demand} = \frac{530 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 636.37 \text{ gpm} = \text{Peak Day}$$

$$1.d \text{ Peak Hour Demand} = \frac{900 \text{ gal/person}}{\text{day}} \cdot \frac{\text{day}}{1440 \text{ min}} \cdot 494 \text{ LUE} \cdot \frac{3.5 \text{ person}}{\text{LUE}} = 1080.63 \text{ gpm} = \text{Peak Hr}$$

Fire Flow Requirements per International Fire Code (IFC 2015) Table B105.1

Development	Existing or Proposed Structure	Sq. Ft.	Construction Type (assumed)	*Fire Flow	*May be Reduced up to 50%
Single-Family	Proposed	<3,500	Type IIB	1,000 gpm for 1 hours	1000 gpm with sprinkling for 1 hours
Town Home	Proposed	3875	Type IIB	1500 gpm for 2 hours	1500 gpm with sprinkling for 2 hours

*Capacity measured at 20 psi



AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Conduct a public hearing and consider possible action on Ordinance No. O-2024-002 for the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S (First Reading) (Ashley Bailey)
Meeting: Thursday, January 4, 2024
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposed zoning is a Planned Unit Development (PUD) with a base zoning district of Single Family (SF-2) and Commercial (B-2). The purpose of the rezoning is to allow for a moderately dense residential development with private amenities and small, neighborhood-serving commercial development. The PUD will include both single-family detached homes on 50ft to 60ft lots and attached townhome units, providing for both move-up homes and attainable housing options in the same neighborhood, in substantial compliance with the Hutto 2040 Comprehensive Plan's definition of a 'Neighborhood Activity Center' allowing for a combination of diverse residential and nonresidential uses in a compact, neighborhood scale design to create a walkable environment.

WEST: Undeveloped ETJ

NORTH: Cottonbrook Neighborhood - under construction

EAST: Undeveloped ETJ

SOUTH: Undeveloped, zoned single-family and ETJ property

SUMMARY OF REQUEST:

The current proposal is to develop the tract with attached and detached residential units with a maximum density of approximately 7.55 units per acre. This is within the allowed density of 4-20 units per acre provided in the Comprehensive Plan designation. With the floodplain at the south of the tract and lack of access to any other major collector or arterial, the desired 50/50 split between residential and commercial uses will not be fully attained although commercial is provided along FM1660S outside of the floodplain. Currently, the concept plan allows for a total of 520 residential units.

The proposed PUD has provisions in the residential standards to ensure the mix of single-family and townhome products are walkable and share in meaningful open spaces spread out throughout the community with connectivity to the larger open space to the south of the tract. The modified street standards provide street trees and maximize pedestrian connections and provide some street parking. The townhomes will front onto shared open spaces with garages accessible by 20ft alleys,

AGENDA ITEM REPORT

9.3.



with provision of up to 25ft of pavement if the alley doubles as fire lane access. In addition, the concept plan provides for continued connectivity to the adjacent tracts as required in the Unified Development Code.

Voluntary annexation will be completed with this proposal.

STAFF REVIEW:

18 property owners within 600' were notified of the request. Staff has not received any responses at the time of the published packet.

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.

The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.

The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.

The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.

The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff finds that the proposed Meadow Brook PUD meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed district to City Council.

Staff recommends approval of the Meadow Brook PUD with the condition of adding the minor modification is updated to reflect a 10% cumulative revision will suffice for a minor modification.

FISCAL NOTES:

AGENDA ITEM REPORT

9.3.



No known fiscal impact.

ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map
2. Ordinance with attachments

Meadowbrook PUD



N



FM
1660

GR-137

GR-163

R020615

R314620

GR-134

0 2,500 5,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

ORDINANCE NO. O-2024-002

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 87.834 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS MEADOW BROOK PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** more particularly described in Exhibit "A-1", legal description, and "Exhibit A-2" Survey, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 10th day of October, 2023, and;

WHEREAS, on the 7th day of December, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

WHEREAS, the City Council determines that the zoning ordinance amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and
- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and

- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "B"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-2 (Single-Family) Zoning District and B-2 (General Commercial) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Meadow Brook Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **4th** day of **January, 2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this ____ day of _____, **2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

EXHIBIT A-1
LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

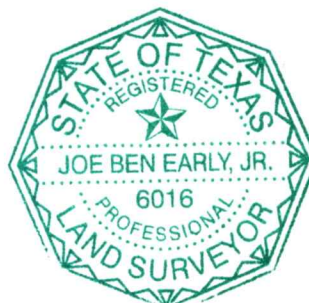
Attachments: Survey Drawing No. 1093-001-BASE



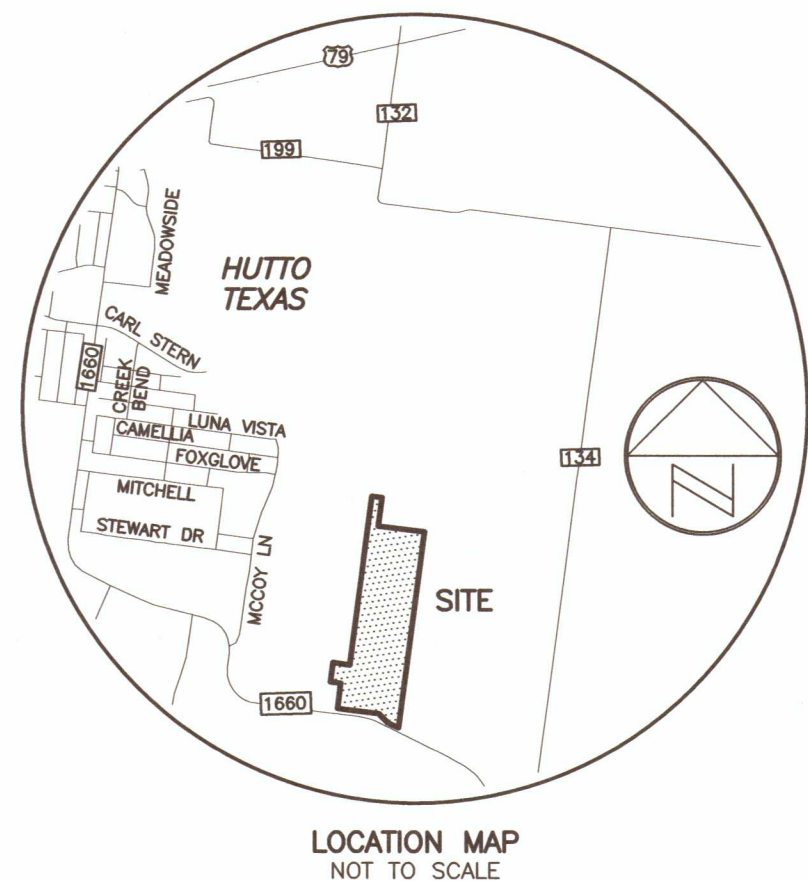
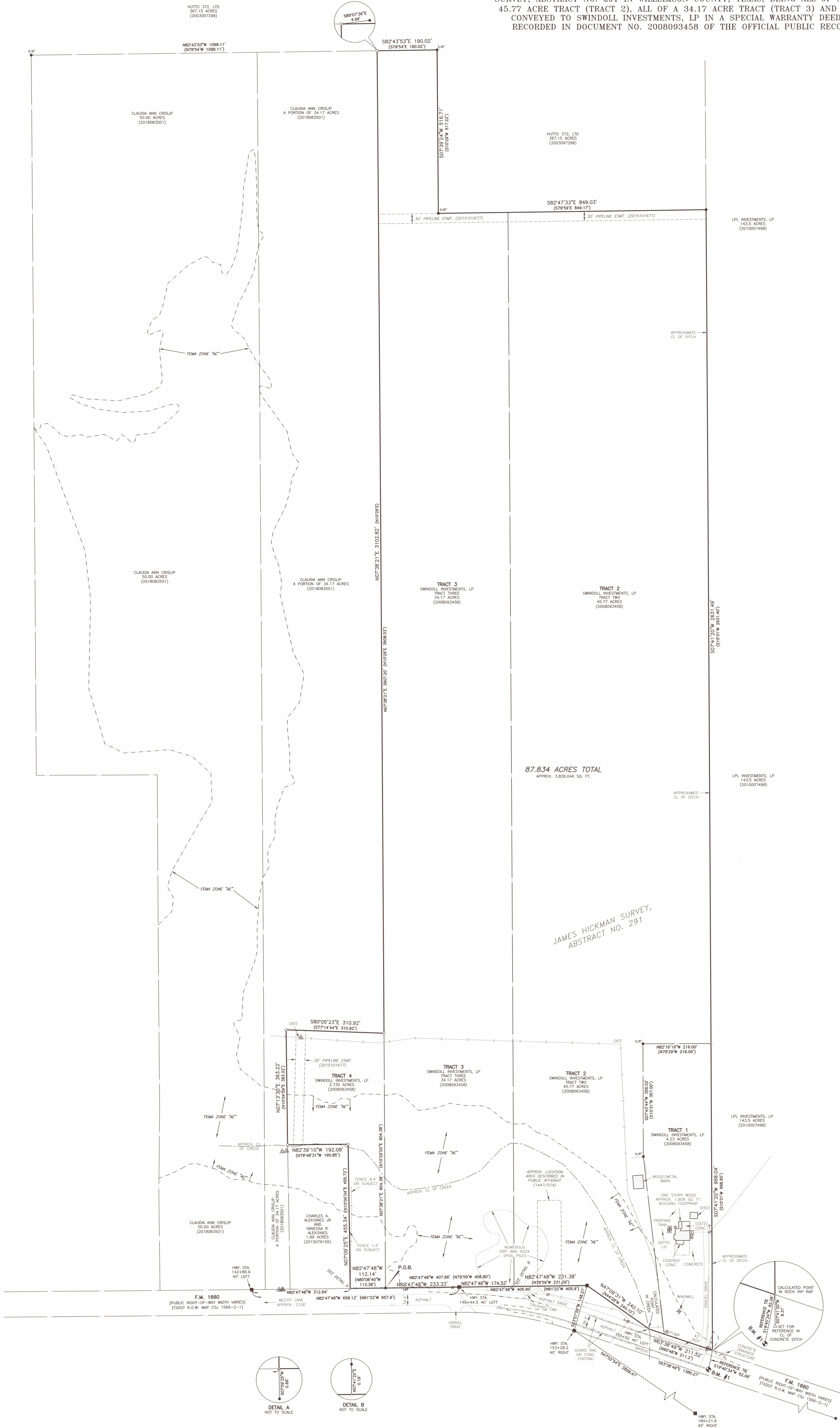
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date



AN ALTA/NSPS LAND TITLE SURVEY OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS IS A SURFACE DRAWING.
BORING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT #1.
MAG NAIL WITH WASHER SET IN CONCRETE FOOTING ALONG THE SOUTHWEST SIDE OF F.M. 1660 APPROX. 67' SOUTH OF A POWER POLE FOUND A THE SOUTHEAST END OF THE SUBJECT TRACT AND APPROX. 2.5' EAST OF THE END OF A GUARDRAIL LOCATED ALONG THE SOUTHWEST SIDE OF THE ROAD.
SURFACE COORDINATES:
N 1016231442
E 318020861
TEXAS STATE PLANE COORDINATES:
N 1016109508
E 318020861
ELEVATION = 593.93'
VERTICAL DATUM: NAVD 88 (GEOID 12B)
COMBINED SCALE FACTOR = 0.999880014 (FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000120 (FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0
THETA ANGLE: 1°25'43"

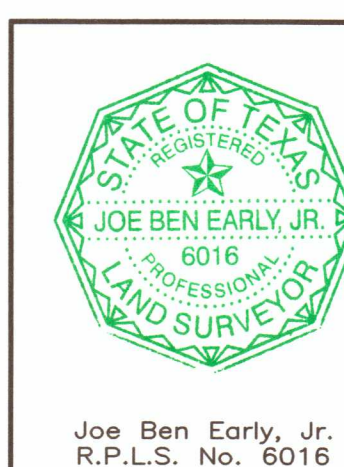
LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
▲	MAG NAIL WITH WASHER SET
△	CALCULATED POINT
⊕	BENCHMARK/CONTROL POINT
⊗	AIR CONDITIONER
⊙	STUB OUT
⊖	ELECTRIC UTILITY
⊕	WATER VALVE
⊖	WATER METER
⊕	UNDERGROUND GAS MARKER
⊖	POWER POLE
⊕	GUY WIRE
⊖	TELECOM UTILITY
⊕	WELL LOCATION
⊖	OVERHEAD UTILITIES
⊕	EDGE OF ASPHALT PAVEMENT
⊖	BARB WIRE FENCE
⊕	WELDED WIRE FENCE
⊖	METAL FENCE
⊕	WOOD FENCE
()	RECORD INFORMATION

TITLE COMMITMENT NOTE:
COMMITMENT FOR TITLE INSURANCE PREPARED BY:
Old Republic National Title Insurance Company
G.F. No. 20-3908-C Effective Date: 11/23/20 Issued: 12/7/20
The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.
Schedule "B" Items contained therein and re-listed below were considered:
(1a) Easement executed by Annie Martin Swindoll, to Lone Star Gas Company, dated September 29, 1984, recorded in Volume 476, Page 261, and corrected and replaced in Volume 517, Page 289, of the Deed Records of Williamson County, Texas. --- Subject to, not plottable, biennial-type easement.
(1b) Easement executed by Annie M. Swindoll, to Jonah Water Supply Corp., dated August 19, 1978, recorded in Volume 598, Page 17, of the Deed Records of Williamson County, Texas. --- Subject to, not plottable. The easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed" per document.
(1c) Easement executed by G. W. Swindoll and Nanette Swindoll, to Texas Power and Light Company, dated January 13, 1926, recorded in Volume 410, Page 602, of the Deed Records of Williamson County, Texas. --- May effect, unable to accurately locate easement based on the description in the document.
(1d) Easement executed by Nanette Swindoll and George W. Swindoll, to Jonah Water Supply Corp., dated November 25, 1974, recorded in Volume 559, Page 915, of the Deed Records of Williamson County, Texas. --- Subject to, not plottable.
(1e) Affidavit to the Public executed by G. W. Swindoll and Nanette B. Swindoll, dated November 11, 1986, recorded in Volume 1447, Page 574, of the Official Public Records of Williamson County, Texas. --- Subject to, as shown.
(1f) Terms, conditions, and stipulations in that certain Lease, by and between Annie Martin Swindoll and Lone Star Gas Company, as recorded in Volume 517, Page 358, of the Deed Records of Williamson County, Texas. Does not include the location of the building for measurement purposes.
(1g) Terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 2015101677, of the Official Public Records of Williamson County, Texas. --- Subject to, as shown.

FLOOD-PLAIN NOTE:
A portion of the tract shown hereon lies within Zone "AE" (areas determined to be within the 1% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, or shown on map no. 48491003237, dated December 30, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, the flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:
(Table A, Item 7a)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.
GENERAL SURVEY NOTES:
PROPERTY ADDRESS: 10501 F.M. 1660, Hutto, Texas 78634
ATTACHMENTS: Metes and Bounds Description
SURVEYOR'S CERTIFICATE:
CERTIFIED TO:
• Columbian Holdings, L.L.C., a Delaware limited liability company
• Swindoll Investments, L.P., a Texas limited partnership
• Cornerstone Title, L.L.C., a Texas limited liability company
• Old Republic National Title Insurance Company
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established by ALTA and NSPS, and includes Items 1-4, 7a, 7b, 1, 8, 13 & 14 of Table A thereof.
The field work was completed on 12/15/20.

Joe Ben Early, Jr.
Date
Registered Professional Land Surveyor
State of Texas No. 6016
jben@earlysurveying.com



JOE BEN EARLY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78708
512-202-8633
TBPELS FIRM NO. 10194487

PROJECT NO.: 1093-001
DRAWING NO.: 1093-001-BASE
PLOT DATE: 12/21/20
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

Meadow Brook PUD

City of Hutto Planned Unit Development

September 27, 2023

Developer: **COLUMNAR**

MB Hutto, LLC
c/o John Landwehr
Columnar Investments
PO Box 243
Parker, CO 80134

1. General Provisions

A. Title

This ordinance is known as the "Meadow Brook" Planned Unit Development Ordinance and may be cited as "Meadow Brook PUD".

B. Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC "Unified Development Code of the City of Hutto, Texas" ("UDC") in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the 2020 UDC, as amended.

C. Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

D. Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

E. Modifications to PUD

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) cumulative changes of less than ten percent

(10%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority.

In addition, the City may request modifications to the Concept Plan relating to streets and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Development Services Director has final review and decision-making authority. All other changes to the Concept Plan that are not Minor Modifications shall be considered "Major Modifications."

Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modification the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an

amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

F. Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

G. Intent

The Meadow Brook PUD is intended to allow creativity, innovation, and flexibility in the application of diverse housing types that integrate a mixture of fee-simple lots including attached townhomes, and detached homes on 50' and 60' lots within the same master planned community. This mix in housing product provides much needed opportunities for home ownership at a variety of income levels and for a wide mix of households in an active and connected community anchored by a meaningful parks and open space system.

H. Criteria

The Meadow Brook PUD meets the following criteria for approval of a PUD as stated in Section 10.203.13.3 of the City of Hutto Unified Development Code.

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

2. Development Plan & Land Uses

A. Total Buildable Acres

The Meadow Brook PUD development site consists of 87.8 gross acres and 68.8 net acres of land. Net acres is defined as each acre within the boundaries of the PUD with the exception of the land area dedicated as right-of-way on the City's thoroughfare plan and open space. The Net Area calculations are illustrated in "Figure 1: Buildable Area Diagram"

Description	Acres
Gross Acres	87.8
Open Space	17.8
Rights of Way	1.2
Net Acres	68.8

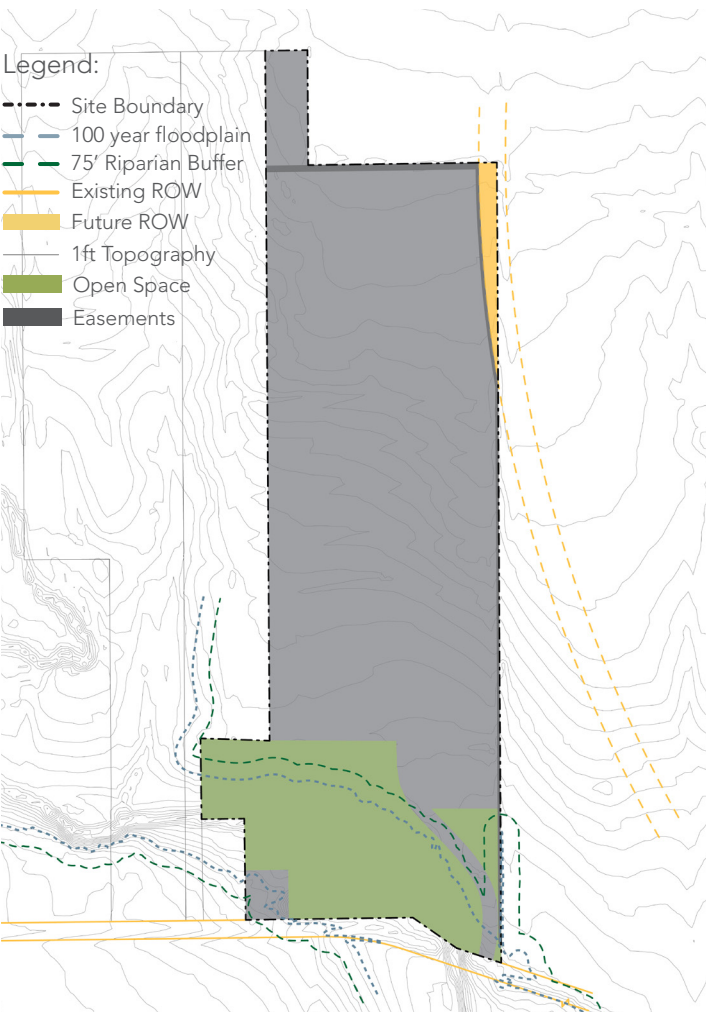


Figure 1: Buildable Area Diagram

B. Site Density

The Meadow Brook PUD includes a maximum of 520 units and a total net density of 7.55 units per acre.

Description	Acres
Maximum Units	520
Net Acres	68.8
Dwelling Units per Net Acre	7.55 max.

C. Riparian Buffer

No residential lots will be permitted to encroach into the riparian buffer. No structures within the open space area will be constructed within the Riparian Buffer. In order to support access to neighborhood services along the adjacent highway, a commercial lot has been identified within the riparian buffer. Commercial structures will be permitted within this area as long as they comply with all regulations applicable to development within a floodplain.

D. Base Zoning

For the purpose of addressing any development regulation or conditions not modified within this PUD, Single Family 2 (SF-2) and Commercial General (B-2) base zoning districts shall be utilized. The base zoning districts shall apply as illustrated in Exhibit B: Meadow Brook Land Use Plan.

E. Land Use Plan

Exhibit B: Meadow Brook Land Use Plan is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD.

F. Land Use Areas and Descriptions

The Meadow Brook PUD is made up of two (2) Land Use Areas as depicted in "Figure 2: Land Use Diagram" and further described below.

Single Family-2 Residential

The single family-2 residential land use area is intended to be used for a range of detached and attached single family homes. All homes will be constructed on fee simple lots and made available for home ownership opportunities to a wide range of individuals and families with varying household sizes and income levels.

Base Zoning	SF-2
Acres	67.8
Max Units	520
Permitted Building Types:	Detached Single Family (50' Lots and 60' Lots); Attached Single Family

The allocation of building types within the Single Family-2 Residential Land Use Category are based on the maximum units allowed and shall comply with the following table. Development Standards for each building type are further defined in Section 3: Development Standards.

Building Type Allocation in SF-2

	Min. Units	Max. Units
Detached SF - 60' Lot	30	40
Detached SF - 50' Lot	160	230
Attached SF	100	250

Commercial Land Use Category

The commercial land use category is located along FM1660 and is intended for a wide range of retail uses, offices and personal and business services.

Base Zoning	B2
Max Acres	1
Permitted Uses	All uses permitted by the base zoning with the exception of the following: • Large Item Sales and Rental class 1 and 2 • Vehicle minor repair facility • Pawn Shops • Payday loans

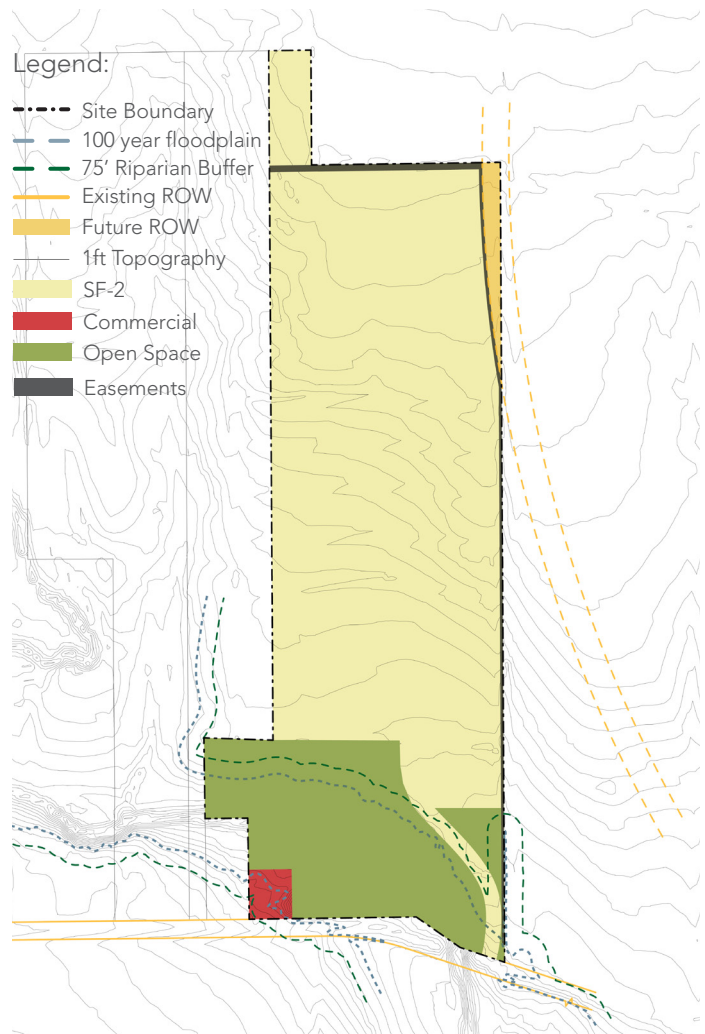


Figure 2: Land Use Diagram

3. Building Type Standards

DETACHED SINGLE FAMILY (50' LOTS AND 60' LOTS)

The detached single-family buildings refer to standalone residential structures, on separate lots, designed to accommodate a single household and providing privacy the residents.



Lot Standards

	50' Lots	60' Lots
Lot Area (min.)	5,500 Sf	7,000 Sf
Lot Width (at building line)	50 ft	60 ft
Lot Depth (min.)	115 ft	115 ft
Impervious Cover (max.)	60%	60%

Setbacks*

Front Yard (min.)	20 ft
Side Yard (min.)	5 ft
Rear Yard (min.)	10 ft
Side and Rear Yard (Accessory Building)	5 ft

Note: Accessory buildings are not permitted between the front building line of the primary building and the public right-of-way.

Note: Building spacing and setbacks will comply with adopted building and fire codes.

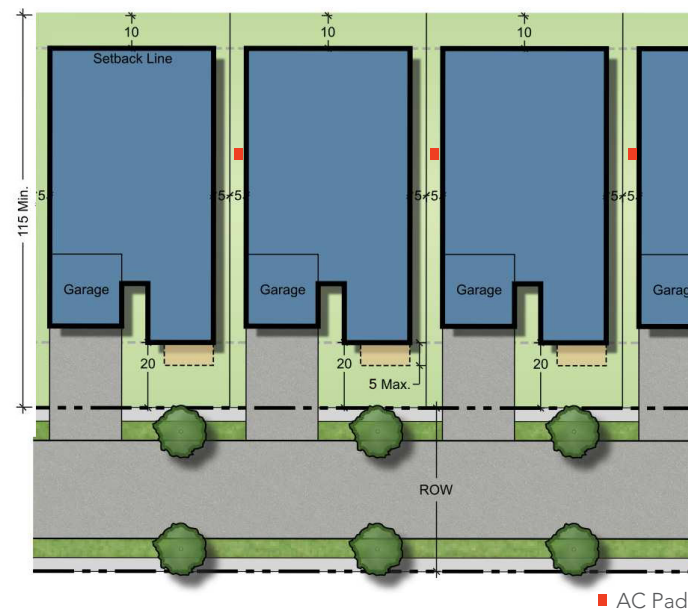
Building Standards

Space between buildings	10 ft
Building Height Max (Primary Building)	35 ft or 2-stories
Building Height Max (Accessory Building)	15 ft
Required Front Porch (min.)	5' deep and 96 SF

Note: Building Height is measured consistent with City of Hutto Unified Development Code 2020 definition of height.

Parking per Unit

	50' Lots	60' Lots
Garage Parking Spaces (min.)	2	2



*Setback encroachment exceptions:

Air conditioning equipment is permitted in any part of the side and rear yard. Must be screened with landscaping from view and shall be placed on the identical side of adjacent units.

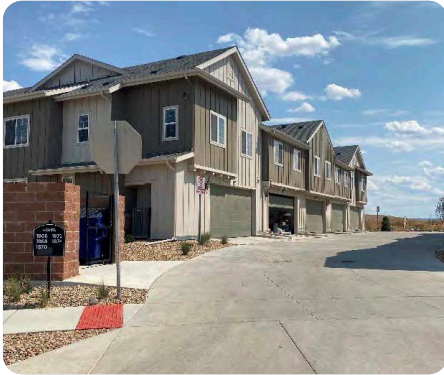
ADA ramps are permitted on any yard on the site as long as they do not impede pedestrian flow.

Retaining walls are permitted on any yard on the site.

Architectural Features, including bay windows, overhanging eaves, porches, and roof top eaves are permitted to encroach a maximum of 5' into any required yard.

ATTACHED SINGLE FAMILY

The attached single family building type refer to residential units sharing common walls with neighboring units. They have individual entries and alley loaded two car garages.



Lot Standards

Lot Area (min.)	1,500 Sf
Lot Width (at building line)	20 ft
Lot Depth (min.)	80 ft
Impervious Cover (max.)	70%

Setbacks

Front (min.)	A	20 ft
Side Yard (min.)		5 ft or 0 ft
Rear Yard (min.)	B	5 ft

*Side setback of 0 feet is allowed only for internal attached buildings with a common wall.

Note: Building construction, and setbacks will comply with the International Residential Building Code and Fire Code.

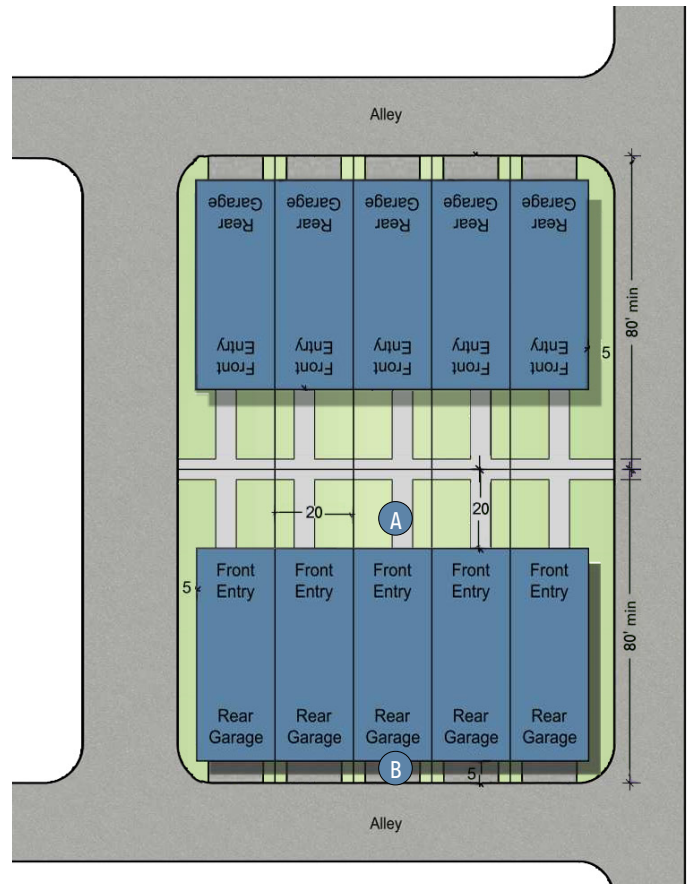
Building Standards

Space between buildings	0 ft / 10 ft*
Building Height Max (Primary Building) up-to peak	35' or 2-stories
Maximum number of attached units	6

Parking per Unit

Off Street Parking Spaces (min.)	2 per unit
Overflow and Visitor Parking (On-street) (Min.)	.5 per unit

Note: Required visitor / overflow parking areas must be located within 200' of the unit.



Air conditioning equipment is permitted in the rear yard.

4. Street Type Standards

RESIDENTIAL COLLECTOR

The Residential collector serves as the spine of the neighborhood and connects residences from the existing FM1660 to the planned future ROW.

RESIDENTIAL STREET

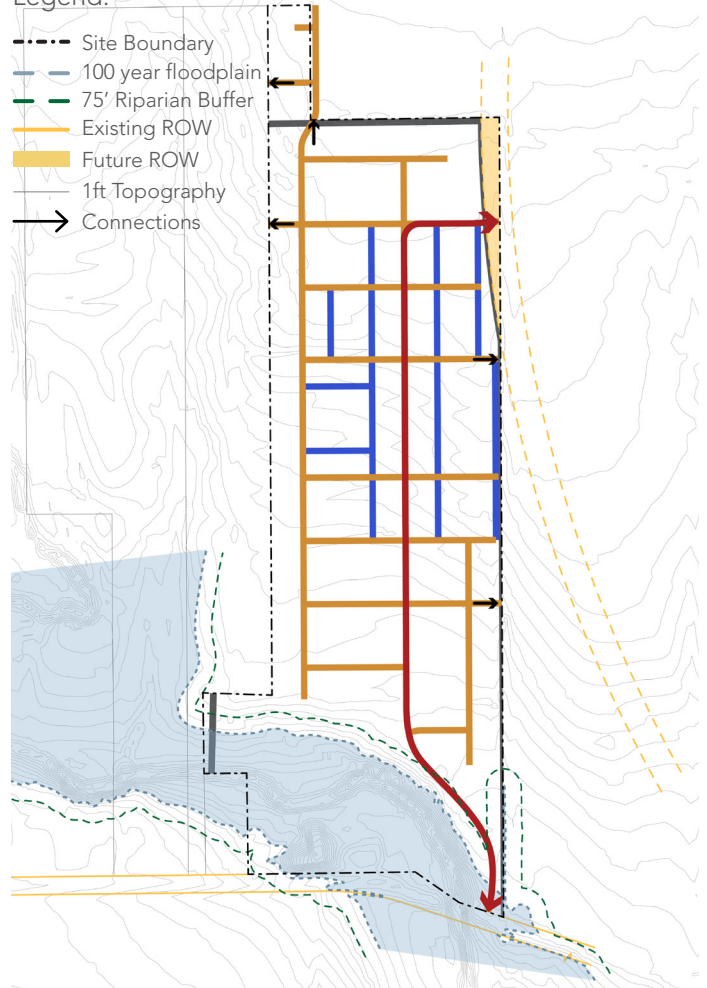
These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street. Residential streets include room for parallel parking on one side of the street.

ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets.

Legend:

- Site Boundary
- 100 year floodplain
- 75' Riparian Buffer
- Existing ROW
- Future ROW
- 1ft Topography
- Connections



General Guidelines:

The precise alignment of the streets and alleys included in the Plan may be varied with City Development Services Staff approval.

Driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC 2020.

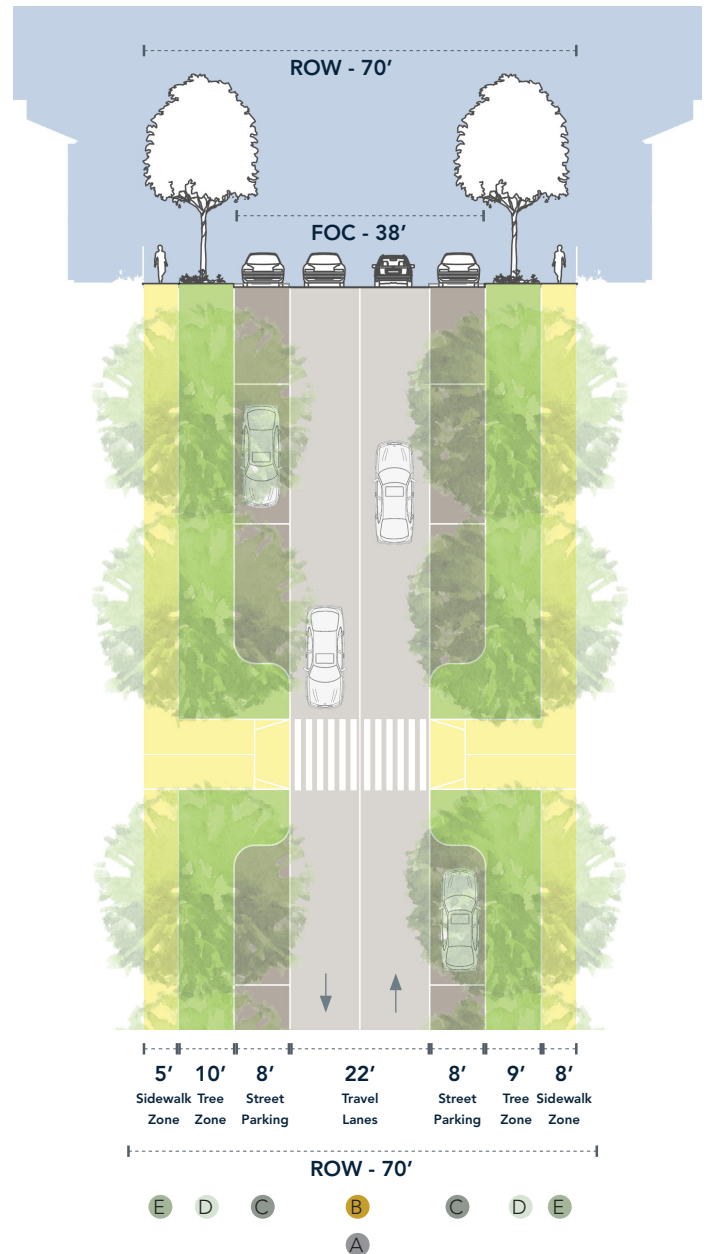
Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. Final configurations and alignments will be defined during the site plan development application process.

RESIDENTIAL COLLECTOR

The Residential collector serves as the spine of the neighborhood and connects residences to the rest of the transportation system of the City.

Street Standards

A	Right-of-Way Width	70'
B	Travel Lanes	22' total
C	Parking Lanes	8' wide on street parking
D	Tree Zone	Trees 30' on Center, 4" Caliper
E	Sidewalk Zone	8' Trail on one side and 5' sidewalk on the opposite
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple



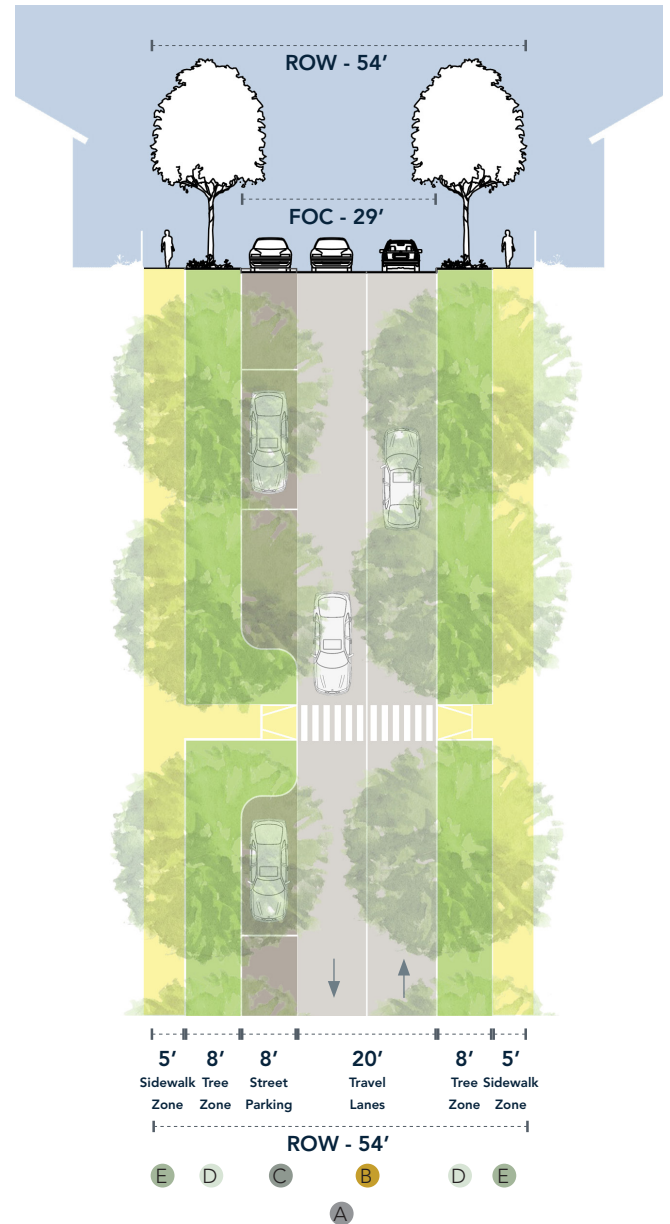
RESIDENTIAL STREET

These streets are intended to provide access to the lots and operate at lower speeds, providing access to the collector street.

Street Standards

A	Right-of-Way Width	69'
B	Travel Lanes	20' total
C	Parking Lanes	8' wide
D	Tree Zone	Trees 30' on Center, 4" Caliper
E	Sidewalk Zone	5' clear walking zone
	Tree Species permitted	Monterrey Oak, Bald Cypress, Red Oak, Red Maple

Note: Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8' walking trail.



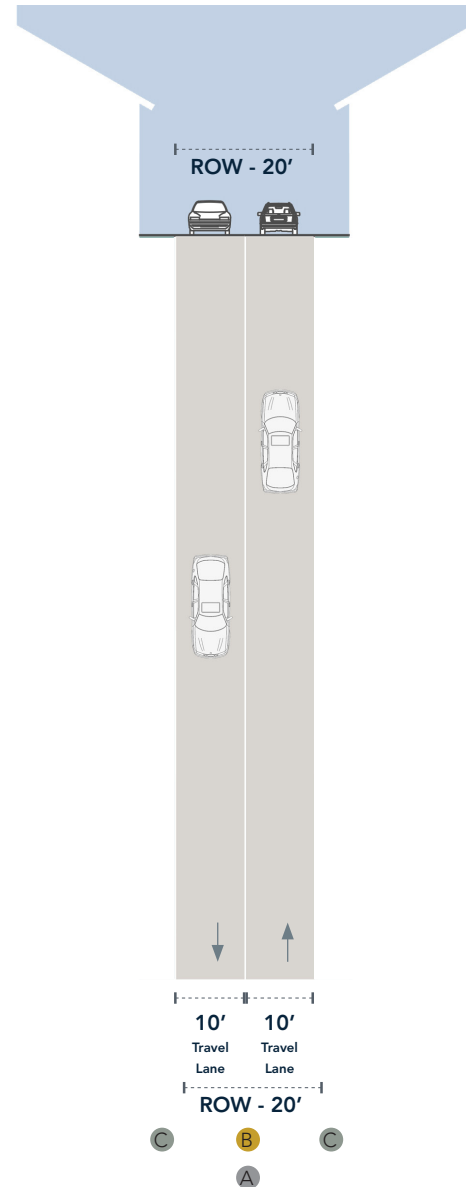
ALLEY

Alleys are pathways that provide rear access to parking garages and service areas. They are designed for vehicular access and waste collection while offering a less congested and quieter environment compared to other streets. Surface parking is not encouraged or permitted in alleys.

Street Standards

- | | | |
|---|--------------------|-----------|
| A | Right-of-Way Width | 20' |
| B | Travel Lanes | 20' total |

Note: If the Alley needs to be used for fire access, the ROW will be 25'



5. Common Open Spaces

PASSIVE PARKS

The passive park is made up of floodplain and riparian zones and is intended for passive recreation and wildlife viewing. These are informal spaces that may include trails and walking paths but are largely left in a natural state.

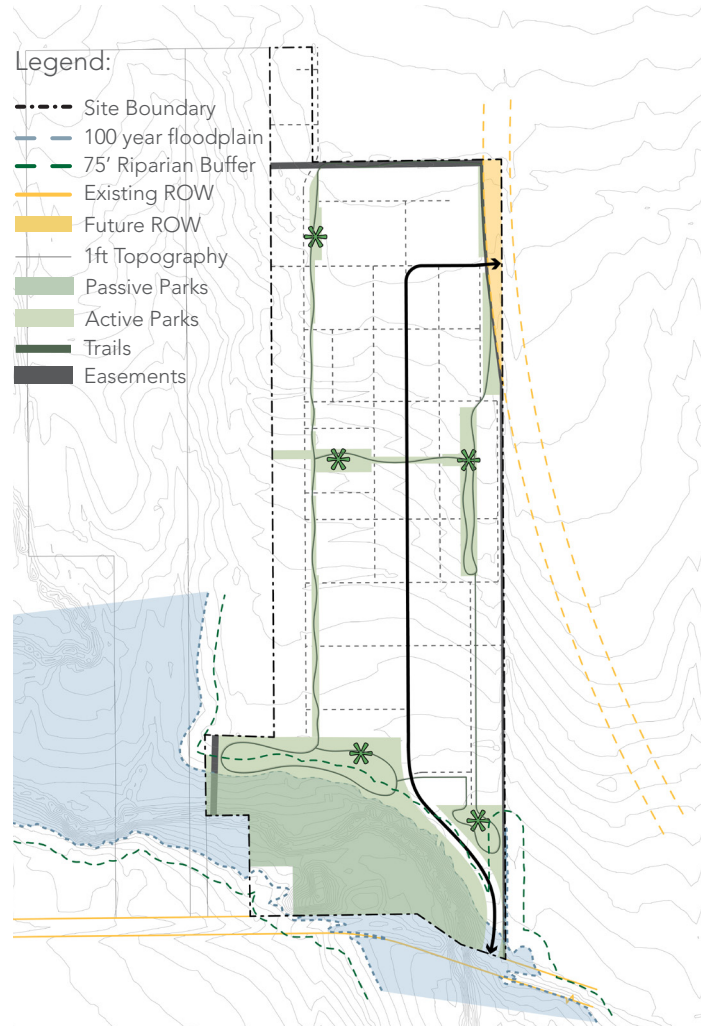
ACTIVE PARKS



Active parks are spread throughout the site and serve as a gathering place for social and recreational purposes. Active parks are developed with amenities and landscaped areas. All active parks will be maintained and operated by the HOA.

TRAILS

Trails are primarily natural linear open spaces for walking and biking, that serve to enhance connectivity between open space types and the residential uses.



Amenities:

An internal, private network of amenities will be provided within the community.

Required amenities within active HOA maintained parks include:

- Pavilion
- Playscape
- Trails (Min. 1 mile)

In addition to required amenities at least 3 of the following amenities are required within Active Parks:

- Plaza
- Turf area
- Flex use lawn
- Picnic area, communal dining
- Seating
- Bathrooms
- Shade sails, structures or pavilion
- Dog park
- Sports court
- Signage
- Pedestrian amenities (drinking fountain, bike racks etc)
- Bird blind
- Hammock grove
- Trail gateway
- Pathways
- Pond
- Splash Pad
- Exercise Equipment
- Additional play equipment
- Outdoor Games
- Other recreational and park amenities as approved by the Director.

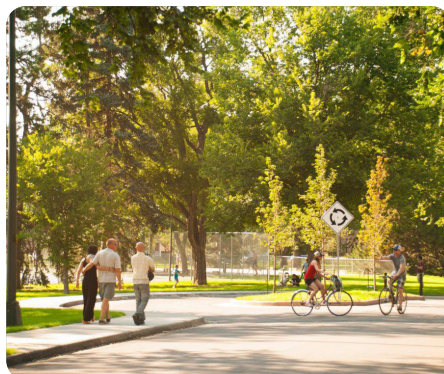
PASSIVE PARKS



ACTIVE PARKS



TRAILS



6. Supplemental Standards

A. Landscaping

Landscape standards shall comply with the City of Hutto Landscape Standards Section 10.407 of the Unified Development Code 2020, except where modified by this PUD.

B. Lighting

Lighting standards shall comply with the Outdoor Lighting Standards Section 10.409 of the Unified Development Code 2020.

C. Signage

Signage shall comply with the City of Hutto Signage Standards Section 10.410 of the Unified Development Code 2020.

D. Fencing

Fencing shall comply with the City of Hutto fencing standards in Section 10.408 of the Unified Development Code 2020 with the following exception:

- Fences within the side or rear yard adjacent to a street, park, or trail must be no more than 3.5 ft. (42 in.) tall and at least 50% transparent.
- Acceptable types / materials of all fences are wood, wood frame, wire, ornamental, picket (wood, plastic), ranch (wood, plastic), privacy (wood, plastic), masonry, shrubbery hedge.

SITE METRICS	
Total Site Area	87.8 acres

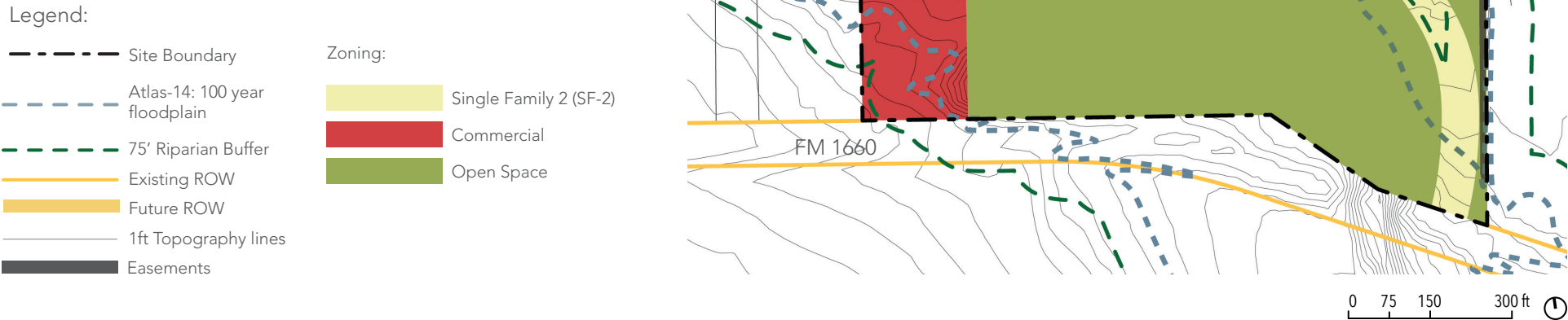
LAND USE SUMMARY TABLE		
	Acres	Max Units
Single Family 2 (SF-2)	67.8	520
Commercial	1	
Open Space	17.8	
Right of Way	1.2	
TOTAL	87.8	520

General Notes

1. All maximum allowable densities are subject to the Traffic Impact Analysis (TIA).
2. Maximum residential units are consistent with the Meadow Brook SER.
3. In order to achieve a diversity in for-sale homeownership opportunities, access to each lot may be provided from a public street, or public alley.
4. The following activities and structures are permitted within the 75' riparian zone:
 - Entrance Road
 - Commercial Structure
 - Trail construction

All residential lots and associated structures and amenities will be located outside of the riparian zone.

5. The 100-year floodplain shown hereon was calculated utilizing City of Hutto drainage criteria and represents a fully developed 100-year discharge utilizing ATLAS 14 flow rates. A formal drainage study will be provided to the City of Hutto for review with the Preliminary Plan application.

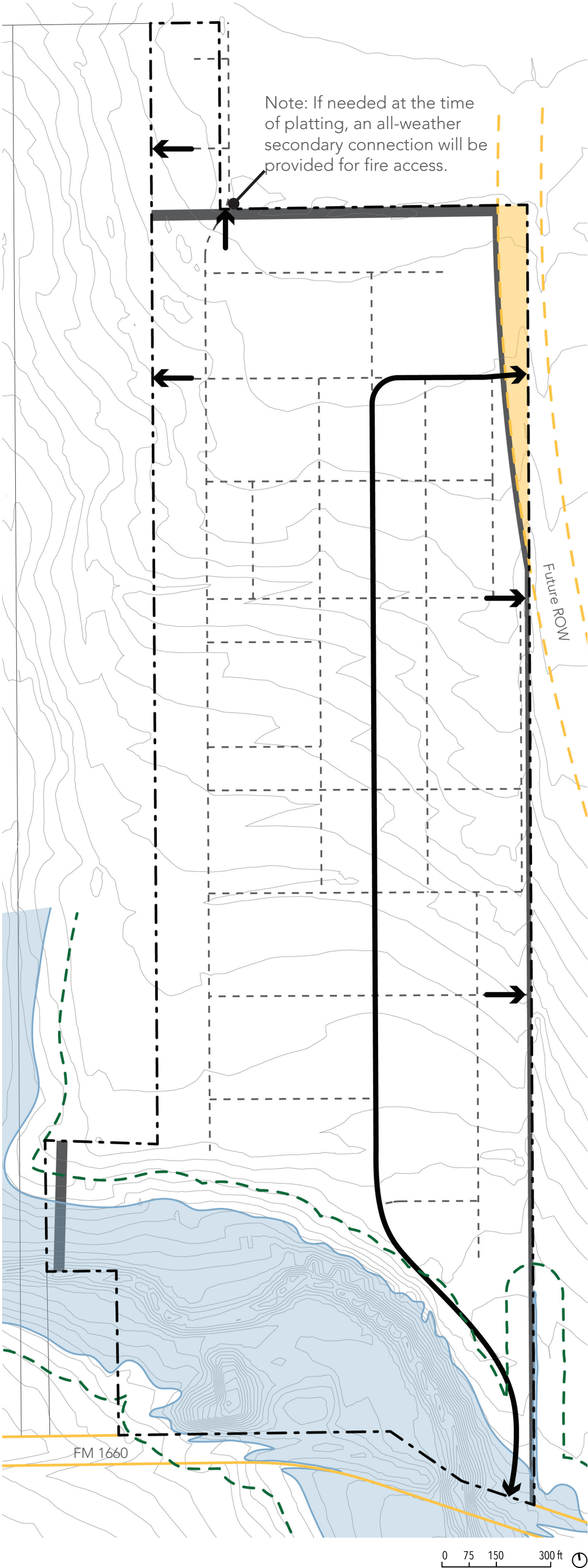


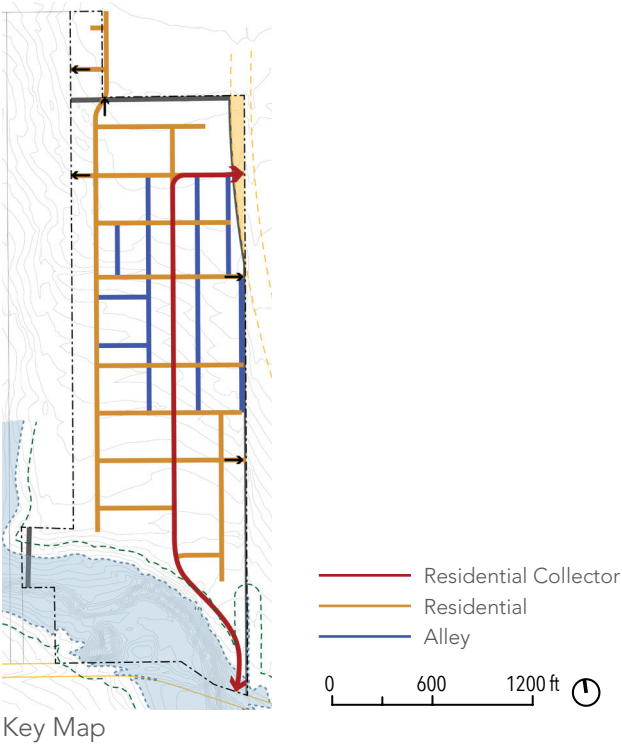
General Notes

- 1. Road alignments are conceptual and subject to change.

- Legend:
- Site Boundary
 - Atlas-14: 100 year floodplain
 - 75' Riparian Buffer
 - Existing ROW
 - Future ROW
 - Easements
 - 1ft Topography lines

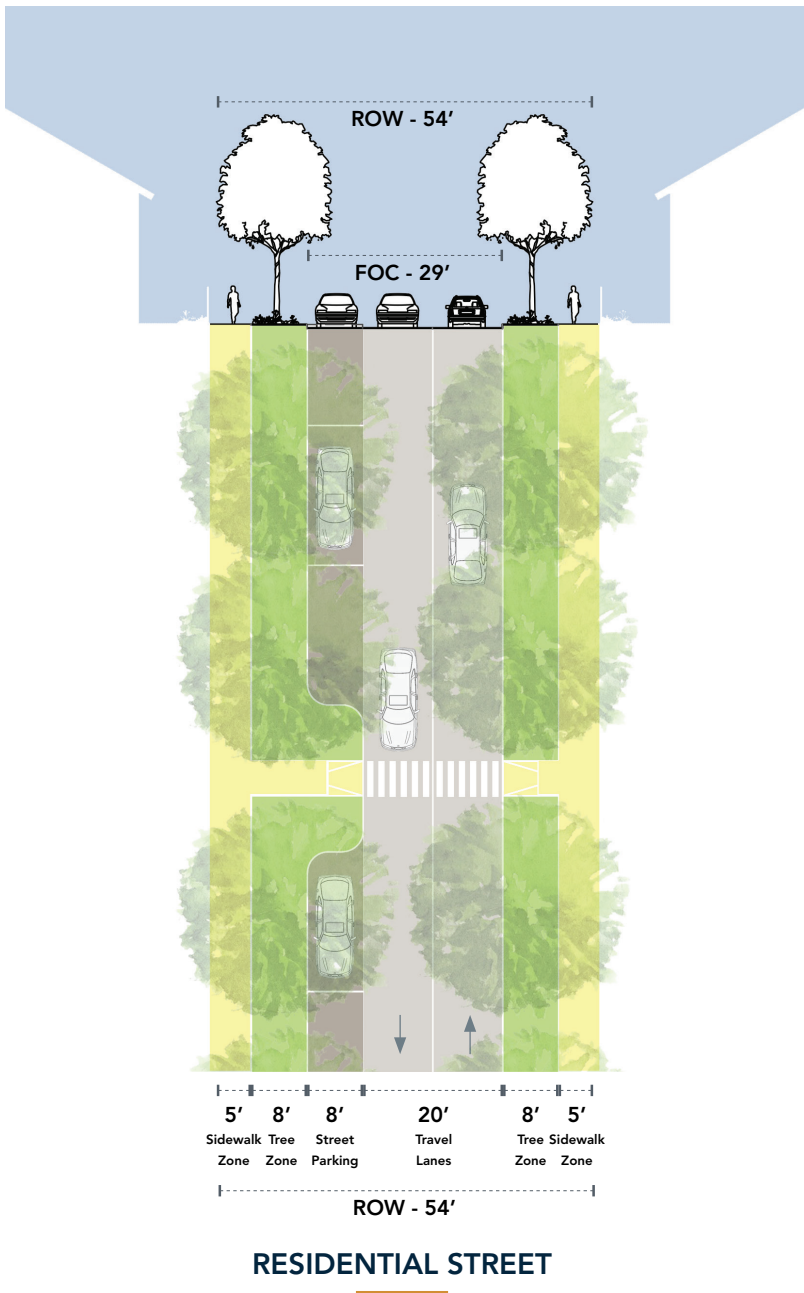
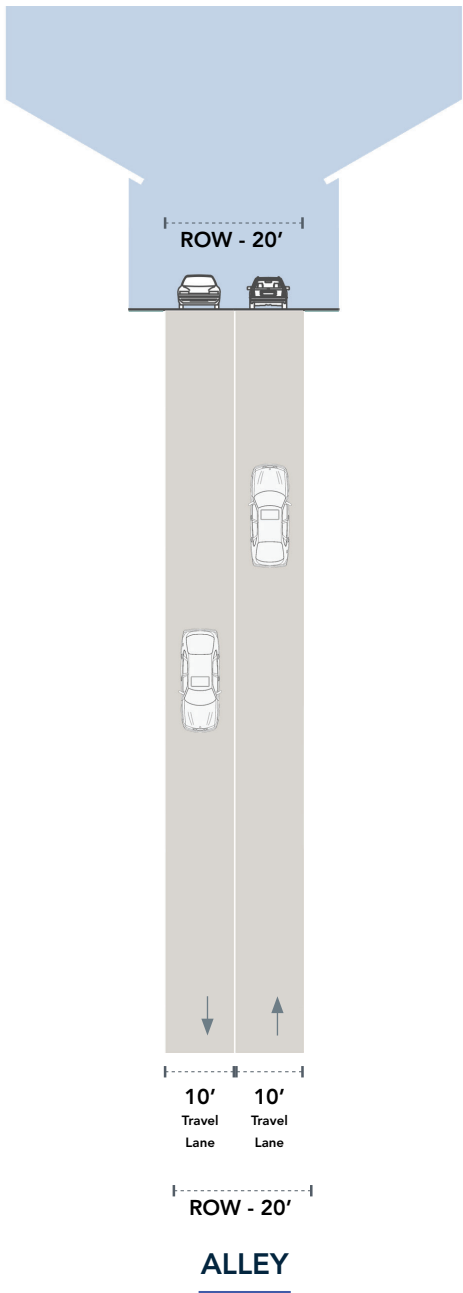
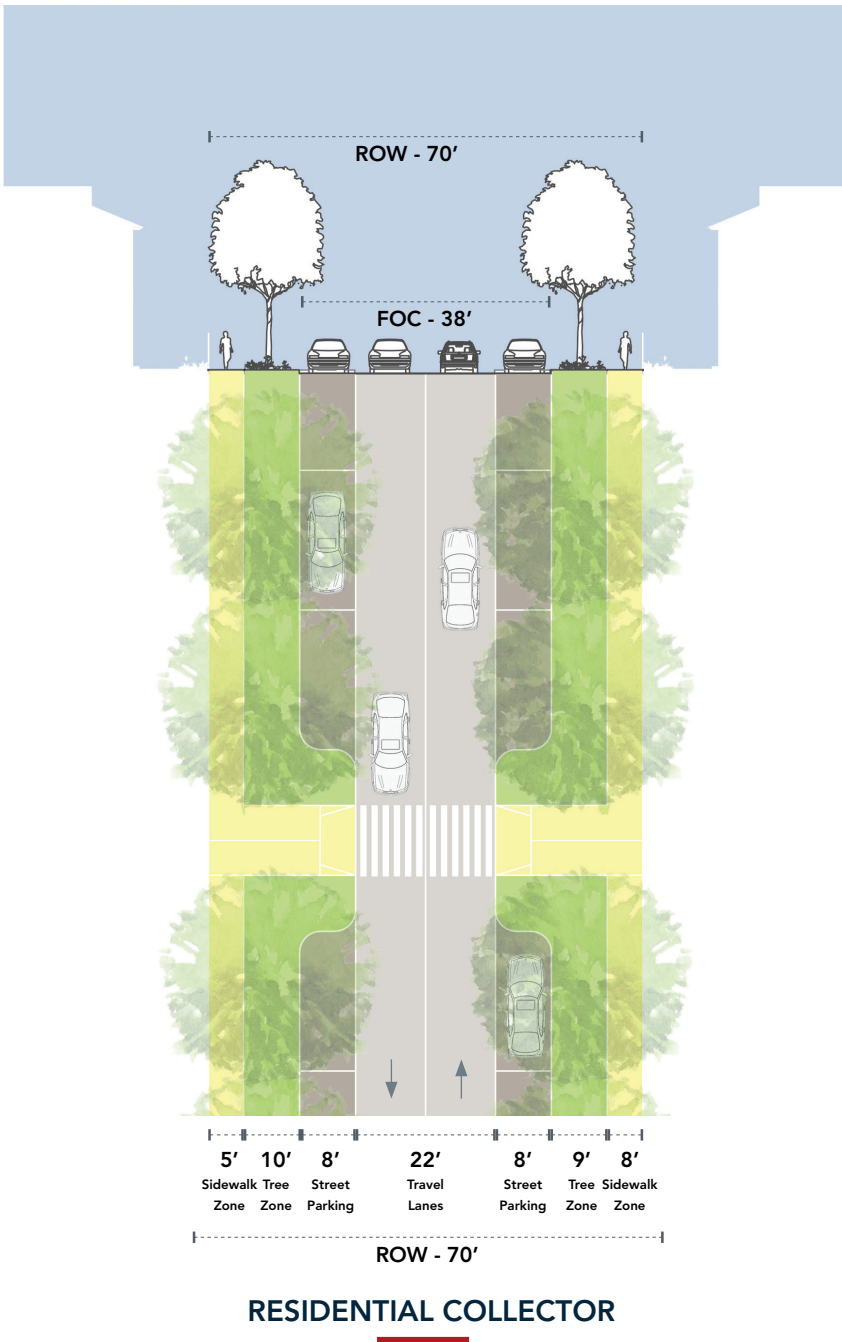
- Streets:
- Residential Collector
 - Streets / Alleys
 - Connections





General Notes

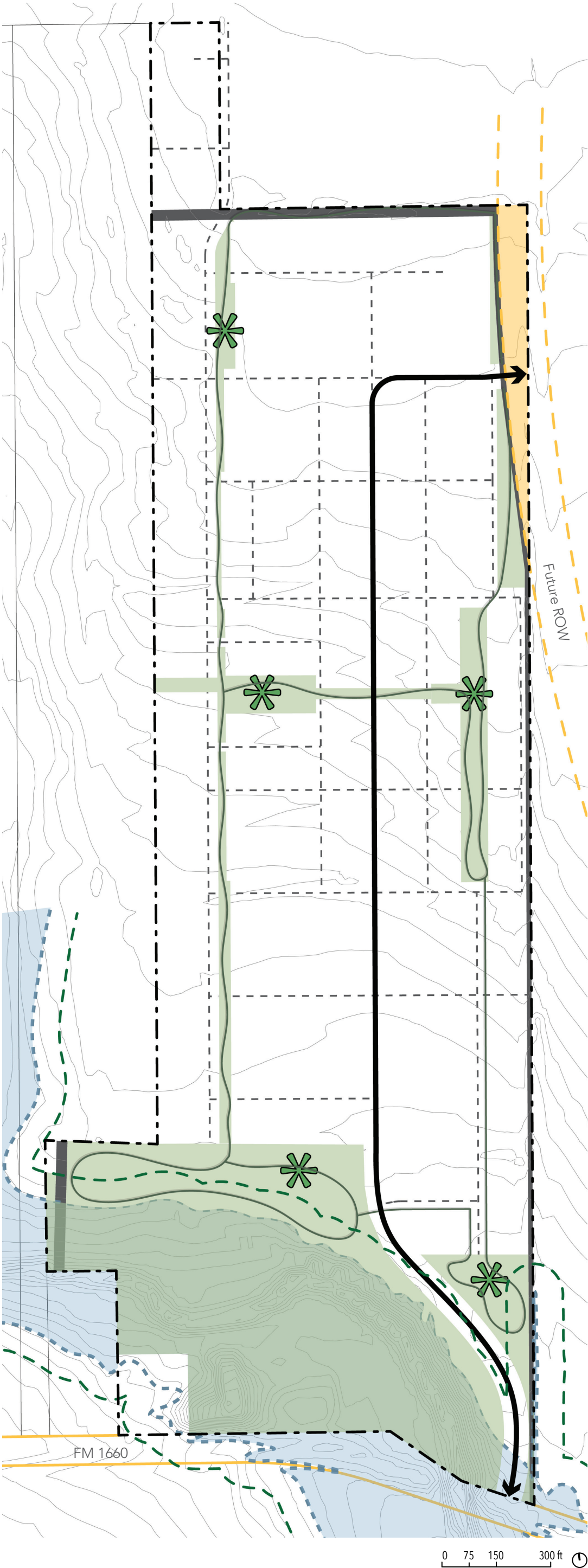
1. Road sections are preliminary and subject to change.
2. Street trees are approximately 30' O.C.
3. Following trees can be used consistently across street sections: Monterrey Oak, Bald Cypress, Red Oak, Red Maple.
4. Where open space is adjacent to the residential street the tree zone may be expanded and the sidewalk replaced with an 8' walking trail.
5. If the Alley needs to be used for fire access, the ROW will be 25'



REQUIRED PARKLAND	
Park Type	Min. Acres
Passive	10 acres
Active	8 acres
TOTAL	18 acres

General Notes

- The location, size, and orientation of active parks may change as long as the following standards are met:
 - An active park is provided within 1/4 mile of each residence.
 - Required amenities identified in the Meadow Brook PUD are constructed.



Legend:

- Site Boundary
- Atlas-14: 100 year floodplain
- 75' Riparian Buffer
- Existing ROW
- Future ROW
- Easements
- 1ft Topography lines

Parks:

- Passive Parks
- Active Parks
- HOA Parks
- Trails
- Residential Collector
- Streets / Alleys



MEADOW BROOK ILLUSTRATIVE PLAN

08.03.2023



AGENDA ITEM REPORT

11.1.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2024-003 amending the 2020 Parks, Recreation, Open Space and Trails Master Plan related to the methodology for calculating the parkland dedication fees and amending Appendix A, Article a1.000, Section a1.004, Development fees, of the Code of Ordinances to add the Parkland Fee-in-Lieu of Land Dedication Fees and the Parkland Development Fee (Jeff White)

Meeting: Thursday, January 4, 2024

Department: Community Services /

Staff Contact: Jeff White

BACKGROUND INFORMATION:

Summary: The Parks and Recreation Department is seeking City Council approval to update Parkland Dedication fees. After the Parks Advisory Board's review during the December 13, 2023, meeting, a recommended fee of \$2,300 per dwelling unit was proposed. Additionally, the Department seeks amendments to the Parks, Recreation, Open Space, and Trails Master Plan, initially established in January 2020, to clarify the method for calculating Parkland Dedication fees.

Background: Council previously approved Ordinance No. O-2023-003 during the January 5, 2023 session, amending Section 10.609 of the Hutto Unified Development Code. This revision specifically addresses Parkland and open space dedication. Proposed changes to the fee calculation method were introduced by staff during the February 16, 2023 meeting (Item 10.3), which was deferred for further discussion after the Council retreat. During the retreat, Council highlighted prioritizing funds over land.

Parkland Dedication Purpose: The Parkland Dedication requirement imposed on developers and builders within the city necessitates either land dedication for park use or payment of fees. These fees are crucial for acquiring parkland or developing park facilities, aiming to enhance or establish new park amenities without overburdening current city residents. The ordinance encompasses land dedication, fees in lieu of land dedication, and a park development fee.

Fee Calculation Methodology: The existing fees and calculation methodology include assessments based on city population, park acreage, dwelling units, market value of land, and park development cost. The proposed fee is a combined amount of \$1,422 (fee in lieu of land dedication) (see Exhibit A) and \$878 (park development fee reduction) (see Exhibit B) totaling \$2,300 per dwelling unit.

Conclusion: The proposed \$2,300 per dwelling unit fee aligns with the comprehensive Parkland Dedication requirement, aiming to facilitate park development without imposing excessive strain on city residents. City Council decision will determine the implementation of revised fees and

AGENDA ITEM REPORT

11.1.



amendments to the Master Plan, crucial for future parkland enhancement initiatives.

Current Fees

Sec. A1.004 Development fees

Parkland fee-in-lieu of land dedication fees:

a) Residential: \$800.00 per unit.

b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

Exhibit A: Parkland Fee In Lieu of Land

L1	City Population (taken from 2020 Census)	27,577
L2	Total Park Acreage in Hutto	299
L3	Average occupancy per dwelling unit (2020 Census data)	2.6
L4	Number of dwelling units: (L1/L3)	10,606
L5	Dwelling units per acre of parkland: (L4/L2)	35.47
L6	The assumed market value of an acre of land for the new development is \$50,469 (see Exhibit D).	\$50,469
L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds

P1	Opinion of Probable Cost for a 15 acre park from 2020 Parks Master Plan	\$4,676,041
P2	Number of Acres	15
P3	Park development cost per acre (P2/P1)	\$311,736
P4	Dwelling units per acre of parkland: (L5) (see Exhibit D).	35.47
P5	Park Development Fee: (P3/P4)	\$8,780
P6	Reduction to 10% of P5 (Parks Board recommended)	\$878

Exhibit C: New development requirements:

A. Comply with the land requirements in Section 10.609 Parkland, Open Space Dedication and Park Improvements

OR

B. If unable to meet the land requirements, they would pay the proposed per dwelling unit fee of \$2,300 (combine L7 \$1,422 and P6 \$878).

AGENDA ITEM REPORT

11.1.



Exhibit D: Market value for land

A1	Undeveloped areas within Hutto and ETJ	16,335.72
A2	Value of A1 per Williamson County Appraisal District	\$824,453,008
A3	Average value per acre (A2/A1)	\$50,469

SUMMARY OF REQUEST:

Approval of Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This allows developers to either donate park land or pay an in lieu of donation fee of \$2,300 per dwelling unit.

ATTACHMENTS:

1. Hutto ORD Amending Methodology Parkland Dedication fee 1.2.24 w attach
2. Methodology
3. Parkland Total
4. 15 acres OPC
5. Parkland Dedication Ordinance

ORDINANCE NO. O-2024-003

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN TO INCLUDE AN UPDATED METHODOLOGY FOR ESTABLISHING PARKLAND DEDICATION FEES, AND AMENDING APPENDIX A, ARTICLE A1.000, SECTION A1.004, DEVELOPMENT FEES, OF THE CODE OF ORDINANCES TO ADD THE PARKLAND FEE-IN-LIEU OF LAND DEDICATION FEES AND THE PARKLAND DEVELOPMENT FEE; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, on January 5th, 2023, the City Council approved amendments to the Hutto Unified Development Code Section 10.609, regarding parkland and open space dedication requirements; and

WHEREAS, amendments to the Parks, Recreation, Open Space, and Trails Master Plan, initially adopted in January 2020, are necessary to clarify the method for calculating Parkland Dedication fees, Attachment “A”, Parkland Dedication Fee Methodology; and

WHEREAS, the Parks and Recreation Department and the Parks Advisory Board have reviewed the Parkland Fee Analysis for calculating the development fees associated with parkland dedication and have recommended amendments to align the fees with market conditions and growth patterns and to ensure the City has adequate parkland and park improvements to meet the recreational needs of the public and are recommending amendments to City of Hutto Appendix B, Fee Schedule; 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 were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of 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: The Parks Master Plan of the City of Hutto, adopted January 2020, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes and Appendix A, Article A1.000, Section A1.004, Development Fees, of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment B** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment B**.

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. 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 8. 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 **4th** day of **January 2024**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2024** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

Attachment A

Parkland Dedication Fee Methodology

Parks Advisory Board recommended a \$2,300 per dwelling unit (Exhibit A + Exhibit B) for the Parkland Dedication Fee.

Exhibit A: Parkland Fee In Lieu of Land \$1,422

L1	City Population ¹	27,577
L2	Total City Park Acreage ²	299
L3	Average occupancy per dwelling unit (Census data) ³	2.6
L4	Number of Dwelling units: (L1/L3)	10,606
L5	Dwelling units per acre of parks: (L4/L2)	35.47
L6	Assume market value of an acre of land for the new development is \$50,469 ⁴ (See Exhibit D)	\$50,469
L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds \$878

P1	Opinion of Probable Cost for 15 acre park	\$4,676,041
P2	15 acres	15
P3	Park development cost per acre (P1/P2)	\$311,7736
P4	Dwelling units per acre of parks (See Exhibit D)	35.47
P5	Park Development Fee: (P3/P4)	\$8,788
P6	10% of P5	\$878

¹ 2020 Census

² Williamson County Appraisal District

³ 2020 Census

⁴ Analysis of the Parkland Dedication Ordinance Fees

Attachment A

Exhibit C: New development requirements:

A. Comply with the land requirements in Section 10.609 Parkland, Open Space Dedication and Park Improvements

OR

B. If unable to meet the land requirements, they would pay the proposed per dwelling unit fee of \$2,300.

Exhibit D: Market value for land

Identifying Undeveloped Land within the Area:

Burditt Consultants developed the criteria in 2023 to find out the quantity of undeveloped land there is and its value.

1. A search for properties that didn't have any buildings or improvements through tax records for Hutto's City Limits and the area just outside the city (known as ETJ) using data from 2022 in Williamson County added to 16,335.72 acres of undeveloped land.

2. The values listed for all this land in the tax records were worth \$824,453,008 for all the undeveloped land in 2022.

3. To figure out how much each acre of this land was worth on average, we divided the total value by the total acreage. This gave us an average value of \$50,469 per acre in 2022 ($\$824,453,008 / 16,335.72$ acres).

A1	Undeveloped areas within Hutto and ETJ	16,335.72
A2	Total value of the undeveloped land	\$824,453,008
A3	Average value per acre (A2/A1)	\$50,469

Attachment A
Hutto Parkland (As of 11/29/2023)

Mustang Creek Parkland	39.93
Fritz Park	12.53
Holmstrom/Nguyen Fields	14.26
Mager Fields	4.28
Creekside Park	23.78
Caramel Parkland	26.9
Hutto Community Park	1.41
Glenwood Splash Pad	0.83
Hutto Lake Park	54.62
Durango Liberty & East Parkland	3.14
Cross Creek Parkland	34.19
Adam Orgain Park	65.9
Riverwalk Soccer Fields	16.82
Sandbox at Madeline's Place	1
Total	299.59

Prototypical I5 Acre Community Park

The concept for the I5 acre park illustrates the space requirements for a selection of amenities for both programmed activities such as baseball and soccer, tennis, and basketball, as well as passive activities including a splashpad, large playground, rental pavilions, and trails. The prototype should serve as a tool for evaluating park space needs when land becomes available for acquisition, as well as budget development when it comes time for capital improvements planning. The included Opinion of Probable Cost (OPC) details the important considerations for development.

I5 Acre Park Preliminary Opinion of Probable Cost

	Item / Description	Qty	Unit	Rate	Total Cost
1	Site				\$381,718
1.1	General Requirements/Mobilization			5%	\$159,049
1.2	Site Work			7%	\$222,669
2	Structures				\$740,000
	Large Pavilion	1	allow	\$500,000	\$500,000
	Group Pavilion	2	ea	\$100,000	\$200,000
	Parking lot lighting	4	ea	\$10,000	\$40,000
3	Hardscapes				\$805,981
3.1	8' wide Concrete Walks	41073	sf	\$9	\$349,121
3.2	Site Furnishings (litter benches, bike racks)	1	allow	\$25,000	\$25,000
3.3	Parking lot / concrete with stripping	43186	sf	\$10	\$431,860
4	Play Amenities				\$1,485,000
	Playgrounds	1	allow	\$300,000	\$300,000
	200' baseball field	2	allow	\$150,000	\$300,000
	Practice multi-use fields	3	allow	\$85,000	\$255,000
	Basketball Courts	2	allow	\$90,000	\$180,000
	Tennis Courts	2	allow	\$100,000	\$200,000
	Splash Pad	1	allow	\$250,000	\$250,000
5	Landscape				\$150,000
5.1	Trees, grass and irrigation improvements	1	allow	\$150,000	\$150,000
	Subtotal Construction OPC				\$3,562,698
	Contractor's OH/Markup (25%)				\$890,675
	Contingency (5%)				\$222,669
	Total Construction OPC				\$4,676,041

Burditt Consultants has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.

Attachment “B”

Appendix A, Fee Schedule

Sec. A1.004 Development fees

1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: \$2,300 per unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

Parkland Dedication Fee Methodology

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L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds \$878

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P6	10% of P5	\$878

¹ 2020 Census

² Williamson County Appraisal District

³ 2020 Census

⁴ Analysis of the Parkland Dedication Ordinance Fees

Exhibit C: New development requirements:

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OR

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Cross Creek Parkland	34.19
Adam Orgain Park	65.9
Riverwalk Soccer Fields	16.82
Sandbox at Madeline's Place	1
Total	299.59

Prototypical I5 Acre Community Park

The concept for the I5 acre park illustrates the space requirements for a selection of amenities for both programmed activities such as baseball and soccer, tennis, and basketball, as well as passive activities including a splashpad, large playground, rental pavilions, and trails. The prototype should serve as a tool for evaluating park space needs when land becomes available for acquisition, as well as budget development when it comes time for capital improvements planning. The included Opinion of Probable Cost (OPC) details the important considerations for development.

I5 Acre Park Preliminary Opinion of Probable Cost

	Item / Description	Qty	Unit	Rate	Total Cost
1	Site				\$381,718
1.1	General Requirements/Mobilization			5%	\$159,049
1.2	Site Work			7%	\$222,669
2	Structures				\$740,000
	Large Pavilion	1	allow	\$500,000	\$500,000
	Group Pavilion	2	ea	\$100,000	\$200,000
	Parking lot lighting	4	ea	\$10,000	\$40,000
3	Hardscapes				\$805,981
3.1	8' wide Concrete Walks	41073	sf	\$9	\$349,121
3.2	Site Furnishings (litter benches, bike racks)	1	allow	\$25,000	\$25,000
3.3	Parking lot / concrete with stripping	43186	sf	\$10	\$431,860
4	Play Amenities				\$1,485,000
	Playgrounds	1	allow	\$300,000	\$300,000
	200' baseball field	2	allow	\$150,000	\$300,000
	Practice multi-use fields	3	allow	\$85,000	\$255,000
	Basketball Courts	2	allow	\$90,000	\$180,000
	Tennis Courts	2	allow	\$100,000	\$200,000
	Splash Pad	1	allow	\$250,000	\$250,000
5	Landscape				\$150,000
5.1	Trees, grass and irrigation improvements	1	allow	\$150,000	\$150,000
	Subtotal Construction OPC				\$3,562,698
	Contractor's OH/Markup (25%)				\$890,675
	Contingency (5%)				\$222,669
	Total Construction OPC				\$4,676,041

Burditt Consultants has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.

10.609 Parkland, Open Space Dedication and Park Improvements

10.609.1 Intent

This subsection is intended to ensure the city has enough parkland to meet the recreational needs of its residents.

10.609.2 Applicability.

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	Yes

10.609.3 Applicability: overview of requirements

A subdivider or developer of land for residential or non-residential purposes must provide for Parkland Dedication or pay a Fee in Lieu of Parkland Dedication and pay Parkland Development Fees for public park and/or open space development.

A portion of land may meet the Parkland Dedication requirements if recommended by the Hutto Parks and Recreation Department based on the requirements of Section 10.609 and conformity with the City of Hutto Parks, Recreation, Open Space and Trails Master Plan, as may be amended (hereinafter referred to as the “Parks Master Plan” for purposes of Section 10.609).

The parkland dedications and improvements required by Section 10.609 must be installed, or the Fee in Lieu of and Parkland Development Fees paid, before the approval of the final plat for a subdivision, in conformance to the standards of Section 10.609.

10.609.4 Parkland dedication

10.609.4.1 Parkland dedication plan

A Parkland Dedication Plan shall be approved prior to the preliminary plat review and/or site plan development. The proposed parkland will be shown on the preliminary plat and final plat, and be included in the dedication statement.

A Parkland Dedication Plan must meet the following requirements:

1. Proposed parkland shall meet the land requirements of Section 10.609.4.2, and shall be a minimum of 15 acres.
2. Proposed parkland shall meet the requirements and guidelines of Section 10.609.5 and the Parks Master Plan, as amended.
3. The Parkland Dedication Plan shall be conditionally approved by the Parks and Recreation Director or designated agents at the conceptual plan stage and approved by the Parks Advisory Board and Parks and Recreation Director prior to the preliminary plat stage and/or site plan development.

10.609.4.2 Parkland dedication; land requirements

A subdivider or developer must dedicate a minimum of at least 1,000 square feet of parkland for each single household lot or proposed number of dwelling units, or pay a Fee in Lieu of Parkland Dedication.

If an area is replatted before construction of the development, or the number of anticipated lots or dwelling units increases, the subdivider or developer shall adjust the Parkland Dedication or pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees to provide for the change in lots or dwelling units.

10.609.5 Nature of proposed parkland

10.609.5.1 Land eligibility for proposed parkland

In addition to the requirements of Section 10.609.4, the following subsections provide the criteria by which the Parks and Recreation Department and Parks Advisory Board will determine acceptance of a Park Dedication Plan.

The following is broken into two categories to determine land eligibility. Ineligible land may be dedicated for parkland, but ineligible land cannot be counted towards the minimum necessary to meet Parkland Dedication requirements. The Parks and Recreation Department and Parks Advisory Board have the final decision in acceptance as provided for in the Parkland Dedication Plan in accordance with the criteria below:

Accepted conditionally

- Detention ponds, retention ponds, and drainage ways.
- Private community and amenity centers.
- Golf courses, country clubs, and similar facilities

Never accepted

- Rights-of-way and/or easements of irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities.
- Wetlands that are saturated for greater than 25% of the year, swamps, and boggy lands.
- Entry features, areas devoted to decorative landscaping, green lanes, traffic islands, medians less than 100 feet wide, tree lawns, and areas following development perimeter walls.
- Land used for mining or oil or gas wells.

10.609.5.2 Unity

Proposed parkland shall form a single parcel, unless two or more parcels are approved in the Parkland Dedication Plan.

10.609.5.3 Usability

Proposed parkland shall be located outside the 100-year flood plain and be outside of wetlands subject to Federal or State regulatory jurisdiction unless approved in the Parkland Dedication Plan.

10.609.5.4 Shape

The shape of proposed parkland shall be compact and sufficiently rectangular or round to provide a meaningful, quality open space.

Proposed parkland and open space areas may not take the form of narrow strips, except corridors in conjunction with the Parks Master Plan, and medians at least 100 feet wide as approved in the Parkland Dedication Plan.

10.609.5.5 Location

Proposed parkland shall be located in a central location that is within a reasonable walking distance (1000 feet to 1,500 feet) of residents of the subdivision or planned development, except that proposed parkland may be located outside of the residential development to conform to the Parks Master Plan, to conform to comprehensive or neighborhood plans, to add property to existing parkland, or to combine land dedication efforts with other developments.

10.609.5.6 Access

Proposed parkland shall front on a public street with a residential lane or greater classification to the maximum extent practicable unless otherwise approved in the Parkland Dedication Plan.

10.609.5.7 Topography

The average slope of the portion of dedicated parkland may not exceed the average slope of the entire subdivision or planned development. Slope on the usable portion of dedicated park shall be less than 15%.

10.609.5.8 Improvements by park site

The subdivider or developer must install public improvements next to the parkland including, but not limited to, curb and gutters, streets, sidewalks, storm drainage facilities, and bridges. All bridges must be approved by the Public Works Department. Parkland shall have access to water, sanitary sewer, storm sewer, and electrical services unless otherwise provided for in the Parkland Dedication Plan.

The subdivider or developer must provide convenient pedestrian and vehicular access to parks and open space. In areas of parkland not fronting a public street, access by frequent green links or public paths shall be provided. All-access points must comply with standards outlined in the Americans with Disability Act.

10.609.6 Fee in Lieu of Parkland Dedication

A subdividers or developer will be required to pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees unless the subdivider or developer complies with the Parkland Dedication requirements of Section 10.609.4.

The Fee in Lieu of Parkland Dedication shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.609.7 Parkland development fees

In addition to the Fee in Lieu of Parkland Dedication, a subdivider or developer must pay Parkland Development Fees for the cost of parkland improvements.

The Parkland Development Fees shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.609.8 Parkland Dedication or Fee in Lieu and Parkland Development Fees; procedure

10.609.8.1 Parkland Dedication or Fee in Lieu and Parkland Development Fees required before plat recording

Prior to the recording on the final plat, the subdivider or developer must execute and record an instrument of conveyance in compliance with Section 10.609.7.1 for Parkland Dedication, or pay the Fee in Lieu of Parkland Dedication required by Section 10.609.6 and the Parkland Development Fees required by Section 10.609.7.

10.609.8.2 Parkland Dedication by general warranty deed

Proposed parkland to be dedicated to the City shall be dedicated by general warranty deed. Evidence of clear title and evidence of payment of all taxes owed on the proposed parkland to be dedicated shall be provided to the City prior to the acceptance of the general warranty deed.

10.609.9 Parks improvements and acquisition account

Money, and the interest on such money, collected as a Fee in Lieu of Parkland Dedication and as Park Development Fees under UDC Section 10.609 shall be deposited into the parks improvement and acquisition account established under Section 18.02.010 of the City of Hutto Code of Ordinances and shall be used exclusively for improvement of existing and future parks and for the acquisition of land for future parks, as required by the ordinance. The fees collected under UDC Section 10.609 shall not be used for maintaining or operating public parkland or park facilities.

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2024-010 of the City of Hutto, Texas, accepting a petition and calling for a public hearing on the creation of the Meadowbrook Public Improvement District (PID) within the City of Hutto, Texas (Sara Cervantes)
Meeting: Thursday, January 4, 2024
Department: Development Services /
Staff Contact: Sara Cervantes

BACKGROUND INFORMATION:

On or about October 25, 2023, MB Hutto, LLC ("Developer") submitted an amended petition for the creation of a Public Improvement District ("PID") for a master-planned residential community located on an approximate 87-acre tract.

SUMMARY OF REQUEST:

Per the Public Improvement District (PID) policy, a public hearing must be set for a proposed PID. It is requested that the petition be accepted, as written, and the public hearing for the Meadowbrook PID to be set for the February 1, 2024 City Council meeting with an anticipated second reading to occur at the February 15, 2024 City Council meeting.

It should be noted that the fifteen-day publication requirement pushes this item into February as fifteen days from January 4, 2024 would be January 19, 2024 (one day after the second scheduled meeting for that month).

STAFF REVIEW:

City staff has conducted a review of the PID petition, as presented, to ensure compliance with applicable City rules and regulations.

FISCAL NOTES:

No fiscal impact from conduct of public hearing. Once Public Improvement District (PID) is created, Developer may petition City for bond issuances for improvements. The cost of the bonds and debt payments would be paid by the homeowners within the PID and not the City. Creation of the PID, would allow for improvements within the PID such as streets, water, recreation to be paid for by the beneficiaries of the District as additional taxes over long period of time (generally 20 to 30 years).

AGENDA ITEM REPORT

12.1.



ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map
2. Hutto Meadow Brook Accepting Petition and Calling Public Hearing-R-2023-300_12.29.23
3. Exhibit A to Resolution - PID Petition(524409.1)12.28.23
4. Exh B to Resolution - Meadow Brook Creation Hearing Notice
5. Meadow Brook PID Submittal Packet.10.27.21

Meadowbrook PUD



N



FM
1660

GR-137

GR-163

R020615

R314620

GR-134

0 2,500 5,000

Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

RESOLUTION NO. R-2024-010

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ACCEPTING A PETITION AND CALLING FOR A PUBLIC HEARING ON THE CREATION OF THE MEADOW BROOK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF HUTTO, TEXAS

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") authorizes the creation of public improvement districts; and

WHEREAS, the owners of certain real property (the "Petitioners") have signed and delivered to the City a petition (the "Petition"), which is attached hereto as **Exhibit A**, meeting the requirements of the Act and indicating that the Petitioners are: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the Travis Central Appraisal District and are (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, pursuant to the Act, a petition to include land in a public improvement district is sufficient if signed by owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located, and, who (i) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, or (ii) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the Meadow Brook Public Improvement District (the "District"), the City Council (the "City Council") of the City of Hutto, Texas ("the City") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the public improvement district, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby incorporated herein.

SECTION 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary of the City and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled on February 1, 2024, at 7:00 p.m. at City of Hutto, City Hall City Council Chambers, 500 W Live Oak Street, Hutto, Texas,

78634, on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing Regarding Petition for Creation of the Meadow Brook Public Improvement District, the form and substance of which is hereby adopted and approved. All residents and property owners within the District and the proposed boundaries, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the proposed authorization of the District.

SECTION 4. The public hearing may be adjourned from time to time. Upon the closing of the public hearing, the City Council may consider the adoption of a resolution authorizing the creation of the District, or may defer the adoption of such a resolution for up to six months. The aforementioned authorization is within the sole discretion of the City Council.

SECTION 5. The City Council hereby authorizes and directs the City Secretary, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the real property located within the proposed boundaries of the District as reflected on the tax rolls.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of _____, 2024 on vote of __ AYES; __ NAYS; __ ABSTENTIONS.

**MIKE SNYDER, MAYOR
CITY OF HUTTO**

ATTEST:

**ANGELA LEWIS, CITY SECRETARY
CITY OF HUTTO**

Exhibit A

AMENDED PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO MEADOW BROOK DEVELOPMENT

THE STATE OF TEXAS §
 §
CITY OF HUTTO §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO

The undersigned petitioners (the “*Petitioners*”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “*Act*”), request that the City of Hutto create a public improvement district (the “*District*”) in the territory described on Exhibit A attached hereto (the “*Land*”) within the City of Hutto, Texas (the “*City*”), and in support of this petition the *Petitioners* would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Williamson County Appraisal District, the *Petitioners* constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal. The *Petitioners* also include the intended successors in interest to certain owners of taxable real property within the area proposed for the *District*, and who will be responsible for the assessments against the property within the *District*.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking facilities, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the *District*.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$25,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the *District* are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the *District*, (ii) the assessments to be collected each year, and (iii)

reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the “*City Council*”) and recommend an improvement plan to the City Council.

The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided.

Date: October 23, 2023

[Signature on following page]

PETITIONER:

MB Hutto, LLC

a Delaware limited liability company

By: CH II MB Hutto, LLC

a Delaware limited liability company,
its Manager

By: 
Name: Daniel A. Traylor

Title: Manager

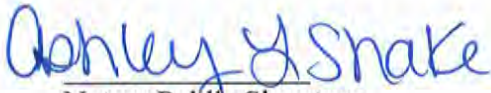
THE STATE OF Indiana §

§

COUNTY OF Vanderburgh §

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, Manager of CH II MB Hutto, LLC, a Delaware limited liability company, the Manager of MB Hutto, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and seal of office this 13th day of October, 2023 A.D.


Notary Public Signature

Ashley L. Shake
Notary Public Printed Name

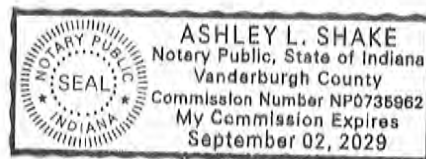
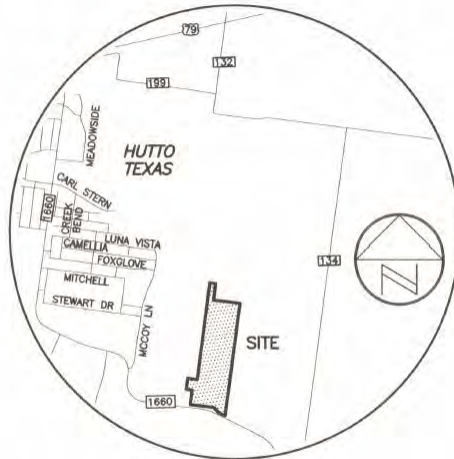


EXHIBIT A
PROPOSED DISTRICT BOUNDARIES



LOCATION MAP
NOT TO SCALE

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE


Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020



NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE MEADOW BROOK
PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code (as amended, the “**Act**”), notice is hereby given that the City Council of the City of Hutto, Texas (“**City**”), will hold a public hearing to accept public comments and discuss the petition (the “**Petition**”), filed by the owners (the “**Owners**”) of all property within the District, requesting that the City create a public improvement district (the “**District**”) to include property owned by the Owners.

Time and Place of the Hearing. The public hearing will be held at the City Hall Council Chambers, 500 W Live Oak Street, Hutto, Texas, 78634, at 7:00 p.m., February 1, 2024.

General Nature of the Proposed Public Improvements. The purpose of the District includes the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the property within the District, which public improvements will include, but not be limited to, landscaping, streets, roadway construction, water, wastewater, drainage facilities and improvements, park improvements, improvements related to the foregoing, payment of expenses incurred in the establishment, administration and operation of the District, and other improvement projects, and the costs of financing the public improvements described in the preceding (collectively, the “**Authorized Improvements**”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the property within the District.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$25,000,000.00 (including issuance and other financing costs).

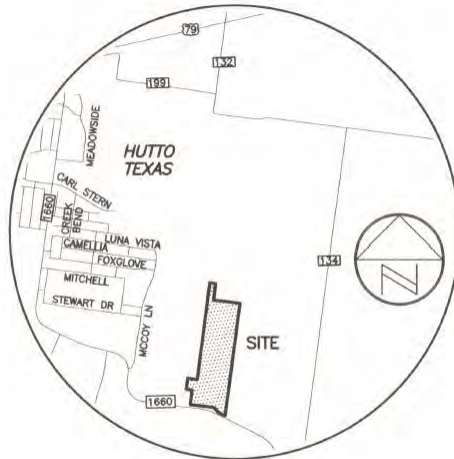
Proposed District Boundaries. The District is proposed to include the land generally depicted on **Exhibit A**.

Proposed Method of Assessment. The City shall levy assessments on the property located within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefitted. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owners. Notwithstanding the foregoing, if the City requests oversizing of any Authorized Improvements, the City shall be responsible for the cost of all such oversizing.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property.

EXHIBIT A
PROPOSED DISTRICT BOUNDARIES



LOCATION MAP
NOT TO SCALE

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE


Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date





METCALFE WOLFF
STUART & WILLIAMS, LLP

KEVIN PIERCE
512.404.2222
KPierce@mwswtexas.com

City of Hutto
Attn: Warren Hutmacher, City Manager
500 West Live Oak Street
Hutto, TX 78634

Dear Mr. Hutmacher,

On behalf of our client, Columnar Investments, please find enclosed a Petition for Creation of a Public Improvement District, and supporting materials as required by the City of Hutto's PID Policy. Additionally, we have also enclosed an executed Agreement for Payment of Development Review Fees, and a certified check for \$100,000.00 as required by the City of Hutto.

The project is a master planned community development, which will be called Meadow Brook, is expected to include approximately 166 high quality townhomes, 236 single family residences, and over 25 acres of open space. The project is located north of FM 1660 and west of County Road 134. The project is anticipated to deliver several community benefits identified in the PID Policy, and our team looks forward to working closely with the City to deliver an exceptional community to the citizens of Hutto. We respectfully request the scheduling of a hearing on the creation of the Public Improvement District as soon as practicable.

Sincerely,

Kevin Pierce
Attorney

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE
IMPROVEMENTS TO MEADOW BROOK DEVELOPMENT

THE STATE OF TEXAS §
 §
CITY OF HUTTO §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO

The undersigned petitioners (the “*Petitioners*”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “*Act*”), request that the City of Hutto create a public improvement district (the “*District*”) in the territory described in Exhibit A attached hereto (the “*Land*”) within the City of Hutto, Texas (the “*City*”), and in support of this petition the *Petitioners* would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Williamson County Appraisal District, the *Petitioners* constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal. The *Petitioners* also include the intended successors in interest to certain owners of taxable real property within the area proposed for the *District*, and who will be responsible for the assessments against the property within the *District*.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking facilities, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the *District*.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$15,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the *District* are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the *District*, (ii) the assessments to be collected each year, and (iii)

reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONER:

MB Hutto, LLC

A Delaware limited liability company

By: CH II MB Hutto, LLC

a Delaware limited liability company
its Manager

By: *[Signature]*
Name: Daniel A. Traylor

Title: Manager

THE STATE OF Indiana
COUNTY OF Vanderburgh

Before me, the undersigned authority, on this day personally appeared Daniel A. Traylor, Manager of CH II MB Hutto, LLC, a Delaware limited liability company as Manager of MB Hutto, LLC, a Delaware limited liability company, on behalf of said limited liability company.

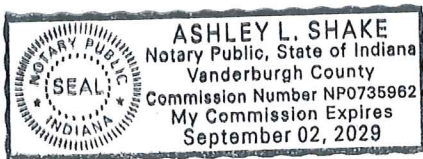
Given under my hand and seal of office this 21st day of October, 2021 A.D.

Ashley L. Shake
Notary Public Signature

Ashley L. Shake
Notary Public Printed Name

Commission No: 735962

Commission Expiration Date: 09/02/2029



- 4 -

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES

WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

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3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

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Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-001-BASE


Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date



**AGREEMENT FOR PAYMENT OF DEVELOPMENT REVIEW FEES
INCURRED BY THE CITY FOR "MEADOW BROOK" PROJECT**

THIS AGREEMENT ("the Agreement ") is entered into this 8th day of October 2021, by and between the City of Hutto, Texas, a Home-rule municipal corporation ("the City"), and MB Hutto, LLC Applicant") (collectively herein referred to as "the Parties").

WHEREAS, the Applicant owns or is under contract to purchase certain property situated in Williamson County, Texas described in Exhibit A, attached hereto and incorporated herein by reference ("the Property"), which is owned by MB Hutto, LLC

WHEREAS, the Applicant desires to develop the Property and has made application to the City for the development of the Property pursuant to Chapter 372 of the Texas Local Government Code to create a Public Improvement District, the ("PID");

WHEREAS, the Parties desire to memorialize their intent regarding Applicant's agreement to reimburse professional fees, administrative fees and expenses, ("Development Review Fees") for review of the PID Application for the MEADOW BROOK PROJECT by the City and for the Development Review Fees for the development of the Project;

WHEREAS, the Parties hereto recognize that the City will continue to incur professional, administrative, and other expenses through the entire Application process including but not limited to the following: legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, attorney fees, special consultant fees, and fees for administrative time of City staff;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. For purposes of this Agreement, "Application" shall mean and include all documentation, data, and information submitted to the City in order to seek or obtain the creation of the PID and approval by the City Council of additional documents required for the PID, including the issuance of bonds.
2. Applicant shall provide the sum of \$100,000 (One Hundred Thousand) to the City to be held in escrow by the City for the Development Review Fees (described in paragraph 4 below) of City for the Application, exclusively for the above-mentioned Applicant's project (Meadow Brook). When the balance in the escrow account reaches \$10,000 and

should City need additional funds for the Development Review Fees, the City shall notify the Applicant in writing and the Applicant may elect to: (i) make one or more additional payment(s) of \$10,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Applicant. The payment(s) made by the Applicant under this Agreement are not contingent upon any outcome of the negotiations between the City and the Applicant. Except where the law of an agreement with the City provides otherwise, the Applicant may terminate its Application at any time by giving written notice to the City. The City shall take all reasonable steps necessary to terminate the accrual of Development Review Fees to the Applicant and file such notices as are required by the City's regulations. The Applicant shall be liable for all costs incurred by the City in terminating the processing of the Application. The City shall notify the Applicant for any additional Development Review Fees that City may incur.

3. The City will account for all funds expended and incurred by the City as a result of review of the Application. The City will make statements of the Development Review Fees incurred available to the Applicant. Development Review Fees to be charged to the Applicant's account shall include, but shall not be limited to appraisal, legal publications, notices, and reproduction of materials, public hearing expenses, recording of documents, attorney fees, special consultant fees, engineering fees and fees for administrative time of City staff in connection with the Application. The City shall notify the Applicant for any additional Expenses that City may incur in connection with the Application or development of the Project. Applicant's obligation to reimburse the City for Development Review Fees under this Agreement shall expire upon the first to occur of: (i) issuance of PID bonds, (ii) City denial of any portion of the Application, or (iii) Applicant's withdrawal of the Application, at which time the City will provide the Applicant with a final statement of account and will refund to the Applicant any funds deposited by the Applicant that were not expended by the City, except where the Parties expressly agree to the contrary.
4. Applicant's obligation to provide the Development Review Fees provided for in this Agreement shall exist and continue independent of whether the Application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the City or the Applicant prior to a final decision in the process. The Applicant agrees to pay all Development Review Fees regardless of whether the City approves or denies the Application. The City shall not be stopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions, or obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement
as of the date first written above.

MB HUTTO, LLC,
a Delaware limited liability company

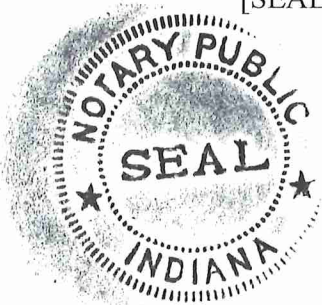
By: CH II MB Hutto, LLC,
a Delaware limited liability company
its Manager

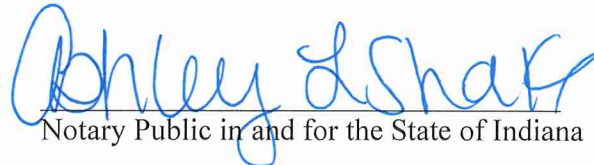
By: 
Daniel A. Traylor, Manager

STATE OF Indiana §
COUNTY OF Vanderburgh §

This document was acknowledged before me on this 8th day of Oct. 2021, by Daniel A. Traylor,
manager of CH II MB Huto, LLC, a limited liability company on behalf of said entity.

[SEAL]




Notary Public in and for the State of Indiana

Name of Notary: Ashley L. Shake
Commission Expiration: 09/02/2029
Commission No: 735962

CITY OF HUTTO, TEXAS:

By: _____
City Manager

ATTEST:

By: _____
Holly Nagy, City Secretary

EXHIBIT A

Legal Description of Property

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earlysurveying.com

TBPELS Firm No. 10194487

87.834 ACRES WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 87.834 ACRES (APPROXIMATELY 3,826,046 SQ. FT.) IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 4.23 ACRE TRACT (TRACT 1), ALL OF A 45.77 ACRE TRACT (TRACT 2), ALL OF A 34.17 ACRE TRACT (TRACT 3) AND ALL OF A 3.735 ACRE TRACT (TRACT 4) CONVEYED TO SWINDOLL INVESTMENTS, LP IN A SPECIAL WARRANTY DEED EXECUTED DECEMBER 15, 2008 AND RECORDED IN DOCUMENT NO. 2008093458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 87.834 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of F.M. 1660 (right-of-way width varies) as shown on TXDOT right-of-way map Control No. 1556 – Section No. 2 – Job No. 1, being the southwest corner of the said Swindoll Investments 34.17 acre tract, being the southeast corner of the said 3.735 acre tract;

THENCE North 82°47'48" West with the north right-of-way line of F.M. 1660 and the south line of the said 3.735 acre tract, a distance of 112.14 feet to a calculated point for a southwest corner of the said 3.735 acre tract, being the southeast corner of a 1.99 acre tract described in Document No. 2015076155 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found, bears South 07°09'25" West, a distance of 0.66 feet and a concrete highway monument found in the north right-of-way line of F.M. 1660 at highway station 142+86.6, 40' left, bears North 82°47'48" West, a distance of 312.64 feet;

THENCE with the common line of the said 3.735 acre tract and the said 1.99 acre tract, the following two (2) courses and distances:

1. North 07°09'25" East, a distance of 455.34 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 1.99 acre tract;
2. North 82°39'10" West, a distance of 192.08 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 1.99 acre tract;

THENCE with the perimeter of the said 3.735 acre tract, the following two (2) courses and distances:

1. North 07°13'30" East, a distance of 363.22 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said 3.735 acre tract;
2. South 80°05'23" East, a distance of 310.92 feet to a 1/2" rebar with "Early Boundary" cap set for the northeast corner of the said 3.735 acre tract, being in the west line of the said Swindoll Investments 34.17 acre tract, being in the east line of a 34.17 acre tract conveyed to Claudia Ann Crislip in Document No. 2018083501 of the Official Public Records of Williamson County, Texas;

THENCE North 07°38'21" East with west line of the said Swindoll Investments 34.17 acre tract and the east line of the said Crislip 34.17 acre tract, a distance of 3102.82 feet to a 1/2" rebar with "Early Boundary" cap set for the northwest corner of the said Swindoll Investments 34.17 acre tract and the northeast corner of the said Crislip 34.17 acre tract, being also in the south line of a 367.15 acre tract described in Document No. 2003097298 of the Official Public Records of Williamson County, Texas, from which a 5/8" rebar found for an angle point in the south line of the said 367.15 acre tract, being the northwest corner of a 50.00 acre tract described in Document No. 2018083501 of the Official Public Records of Williamson County, Texas, bears North 82°43'53" West, a distance of 1098.11 feet and an additional 1/2" rebar found, bears South 89°07'36" East, a distance of 4.99 feet;

THENCE with the common line of the said Swindoll Investments 34.17 acre tract, the said 45.77 acre tract and the said 367.15 acre tract, the following three (3) courses and distances:

1. South 82°43'53" East, a distance of 190.02 feet to a 5/8" rebar found;
2. South 07°39'24" West, a distance of 516.71 feet to a 5/8" rebar found;
3. South 82°47'33" East, a distance of 849.03 feet to a 1/2" rebar found for the northeast corner of the said 45.77 acre tract, being in the west line of a 143.5 acre tract described in Document No. 2010007498 of the Official Public Records of Williamson County, Texas;

THENCE South 07°41'20" West with the east line of the said 45.77 acre tract and the west line of the said 143.5 acre tract, a distance of 2631.49 feet to a calculated point for a southeast corner of the said 45.77 acre tract, being the northeast corner of the said 4.23 acre tract, from which a 5/8" rebar found for the northwest corner of the said 4.23 acre tract, being an angle point in the south line of the said 45.77 acre tract, bears North 82°16'16" West, a distance of 216.00 feet;

THENCE South 07°41'20" West with the east line of the said 4.23 acre tract and the west line of the said 143.5 acre tract, a distance of 968.04 feet to a calculated point north right-of-way line of F.M. 1660, being the southeast corner of the said 4.23 acre tract, being also the southwest corner of the said 143.5 acre tract, from which a mag nail with washer set for reference in the centerline of a concrete ditch, bears South 07°41'20" West, a distance of 8.31 feet;

THENCE with the north right-of-way line of F.M. 1660, the south line of the said 4.23 acre tract and the south line of the said 45.77 acre tract, the following three (3) courses and distances:

1. North 63°38'49" West, a distance of 211.52 feet to a calculated point in a creek;
2. North 47°09'31" West, a distance of 240.10 feet to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 1660 at highway station 153+28.2, 40' right, bears South 23°57'59" West, a distance of 148.27 feet;
3. North 82°47'48" West, a distance of 231.38 feet to a calculated point, from which a 1/2" rebar found, bears North 07°41'20" East, a distance of 0.19 feet;

THENCE with the north right-of-way line of F.M. 1660 and the south line of the said Swindoll Investments 34.17 acre tract, the following two (2) courses and distances:

1. North 82°47'48" West, a distance of 174.52 feet to a concrete highway monument found at highway station 149+44.5, 40' left;
2. North 82°47'48" West, a distance of 233.33 feet to the **POINT OF BEGINNING**, containing an area of 87.834 acres, more or less.

Surveyed on the ground on December 15, 2020

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

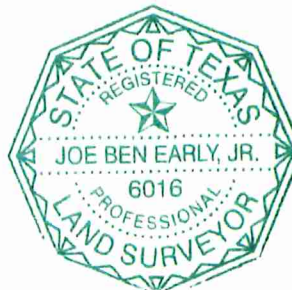
Attachments: Survey Drawing No. 1093-001-BASE



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

12/21/2020

Date



MB HUTTO, LLC
CITY OF HUTTO City of Hutto

Account Number

Payment Number

Check Date

Check Number

00000000000006

Oct 11, 2021

005025

Description	Invoice Number	Invoice Date	Outstanding Amt	Net Paid Amt	Discount Taken	Net Check Amt
Development Review Fees	101121	10/11/2021	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00

TOTALS: \$100,000.00 \$100,000.00 \$0.00 \$100,000.00

MB HUTTO, LLC
Oak Lawn Hall at Old Parkland
3879 Maple Ave, Suite 300
Dallas, TX 75219

Pegasus Bank
Dallas, TX 75209-7908

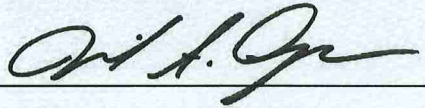
005025

One Hundred Thousand Dollars and 00 Cents

DATE
Oct 11, 2021

AMOUNT
\$100,000.00

PAY TO THE ORDER OF
City of Hutto



⑈005025⑈ ⑆111025466⑆

50036879⑈

MB HUTTO, LLC
CITY OF HUTTO City of Hutto

Account Number

Payment Number

Check Date

Check Number

00000000000006

Oct 11, 2021

005025

Description	Invoice Number	Invoice Date	Outstanding Amt	Net Paid Amt	Discount Taken	Net Check Amt
Development Review Fees	101121	10/11/2021	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00

TOTALS: \$100,000.00 \$100,000.00 \$0.00 \$100,000.00

**Meadow Brook
Community Benefits Summary
October 13, 2021**

	City of Hutto PID Policy Requirements	Additional Benefits Resulting from PID
(1)	The City Council will prioritize approval of PID petitions for land in the City and/or Extraterritorial Jurisdiction of the City, ("ETJ") that provide for the following public benefits to a degree that is superior of the benefits typically generated by real estate development projects not involving PID financing.	The Project will be annexed into the City limits.
(2)	Generate primary employment or other long-term economic development benefits to the City, above and beyond the economic benefits generated by typical residential developments.	The Developer has proposed a 402 lot development which will attract a wide array of prospective homebuyers. The development of the community will support and create demand for additional commercial development throughout the City.
(3)	Improvements or services that meet or exceed the City's design standards in the Unified Development Code, take into consideration environmentally sensitive areas or natural features within the area for development.	The Developer's proposed design standards for the community shall exceed those listed in the City's Unified Development Code, and natural open space around an environmentally sensitive creek are being preserved.
(4)	Create or enhance parks, hike and bike trails, recreational facilities, open space benefits, etc. that exceed what is required by applicable development regulations.	The project will provide significant trails throughout the community as well as along the creek.
(5)	Improve environmental protection, storm water quality, and flood control benefits that meet or exceed what is required by applicable development regulations.	The Developer will meet applicable development regulations for environmental protection, storm water quality and flood control.
(6)	Affordable Housing Developments that may include senior housing, workforce housing, or veteran's housing.	The Developer has proposed a townhomes and 50' lots to provide affordable workforce housing. The PID financing structure also enhances affordability by reducing the total cost to the homebuyer.
(1)	Improve public educational programs and/or facilities.	Upon buildout, the Project is anticipated to generate approximately \$2.3 million in incremental ad valorem taxes for the Hutto ISD.
(2)	Provide enhanced benefits to improve the public roadway network in the City.	The Developer has proposed enhanced transportation options through the provision of the only north/south connection to Carl Stern Drive and CR 199.

Columnar Investments Summary for Meadow Brook

Columnar, a Traylor Capital company, has its roots in Traylor Bros., Inc., a third-generation family-owned company. Founded in 1946 by William F. Traylor, his son and grandsons have steered the company toward the same vision throughout the decades: to be the most respected, preferred, and consistently performing heavy civil contractor in North America.

Since its inception, Traylor has developed into a highly adaptable construction organization with a proven capability to tackle the most difficult bridge, underground, and marine projects. Today, Traylor Construction Group is thriving under the leadership of the third generation of Traylor, who are committed to passing on their grandfather's and father's values and traditions to the next generation of leaders while preserving the company's unique culture.

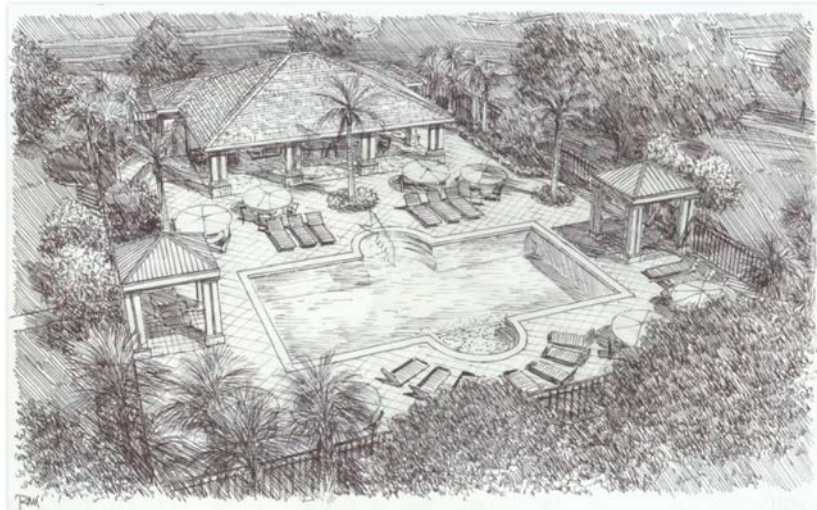
Columnar Founder and Principle, Daniel A. Traylor and the Traylor family founded Columnar in 2009 during the precipitous slide in national residential real estate markets. Since that time, under the Traylor Capital umbrella, we have made more than 30 distinct real estate investments spanning Florida, North Carolina, Texas, and Colorado. Accounting for over 8400 Residential Units and 2 million square feet of Commercial space. Columnar continues to expand its geographic footprint.

For over 15 years John Landwehr, Columnar Partner for Colorado and Texas has been working on real estate investments focused primarily on land acquisitions and entitlements projects in the Southwestern United States. John has acquired and entitled more than 16,000 acres of land, creating 30,000-plus lots. John joined a fast-growing production home builder in 2017, leading land acquisition and development for the Texas and Colorado divisions. John has created Municipal Utility and Public Improvement districts and has created and managed multiple Homeowners Associations.



About Us

Taking our lead from three generations of success.



Columnnar, a Traylor Capital company, has its roots in [Traylor Bros., Inc.](#), a third-generation family-owned company. Founded in 1946 by William F. Traylor, his son and grandsons have steered the company toward the same vision throughout the decades: to be the most respected, preferred, and consistently performing heavy civil contractor in North America.

Since its inception, Traylor has developed into a highly adaptable construction organization with a proven capability to tackle the most difficult bridge, underground, and marine projects. Today, Traylor Construction Group is thriving under the leadership of the third generation of Traylor, who are committed to passing on their grandfather's and father's values and traditions to the next generation of leaders while preserving the company's unique culture.

Daniel A. Traylor and the Traylor family founded Columnnar in 2009 during the precipitous slide in national residential real estate markets. Since that time, under the Traylor Capital umbrella, platform companies have made more than 30 distinct investments spanning Florida, North Carolina, Texas, and Colorado delivering superior risk-adjusted returns along the way. Based on early success and a rapidly growing capital base, Columnnar continues to expand its geographic footprint.

In 2017 [Groundswell Real Estate Investments](#) was founded under the Traylor Capital umbrella to pursue traditional commercial real estate investment opportunities. More recently, in 2020, Traylor Capital launched [Rockwell Homes](#) a natural vertical integration from "horizontal" land developer to "vertical" single-family home builder.

We are Columnnar.

We build **community**.

We **solve problems**.

We support **responsible planning** that promotes more time with family and less time in traffic.

We create **live/work** environments.

We care about the environment **and** economic growth.

We develop in partnership with all stakeholders, including **future generations**.

We believe that development, when done right, brings **prosperity** to all.

We are Columnnar.



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Columnnar, FL • (561) 248-0714
Columnnar, CO • (512) 638-6682
Columnnar, TX • (512) 638-6682
Columnnar, NC • (919) 459-1999
Groundswell • (949) 527-3590
RockWell • (407) 890-0425

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About Columnar

Columnar's close-knit team of managers have long-established presences in target markets, enabling us to source best-in-class opportunities. We tap into both traditional and non-traditional channels to uncover unique off-market transactions.

We pride ourselves on being at the forefront of local development trends and foster relationships that lead to extraordinary opportunities. Our excellent contract performance has built a reputation critical to our past and future success.

We are committed to maintaining a robust local presence in our target markets; therefore, we commit to devoting the resources necessary to generate investment opportunities, effectively plan and develop communities, and efficiently execute land dispositions.



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Meadowbrook

- Austin, TX
- 400 Lots



Prosper

- Dallas, TX
- 110 acres mixed use



Glenmere

- Raleigh, NC
- 326 Lots
- Multiple builders



Panther View

- Orlando, FL
- 155 Lots
- Lennar Homes



Hilltop Reserve

- Apopka, FL
- 235 Lots
- KHov Homes



Woods of Windermere

- Windermere, FL
- 13 Lots
- Condev Homes & Emerald Homes



Sustanee

- Orlando, FL
- 2,400 Lots



Autumn

- Orlando, FL
- 368 Lots
- Toll Brothers



Winding Bay

- Orlando, FL
- 418 Lots
- KHov Homes & Rockwell Homes



Harvest

- Orlando, FL
- 446 Lots
- Taylor Morrison & Rockwell Homes



Lakeside

- Orlando, FL
- 482 Lots
- MI Homes



Serenade

- Orlando, FL
- 236 Lots
- Dreamfinders Homes



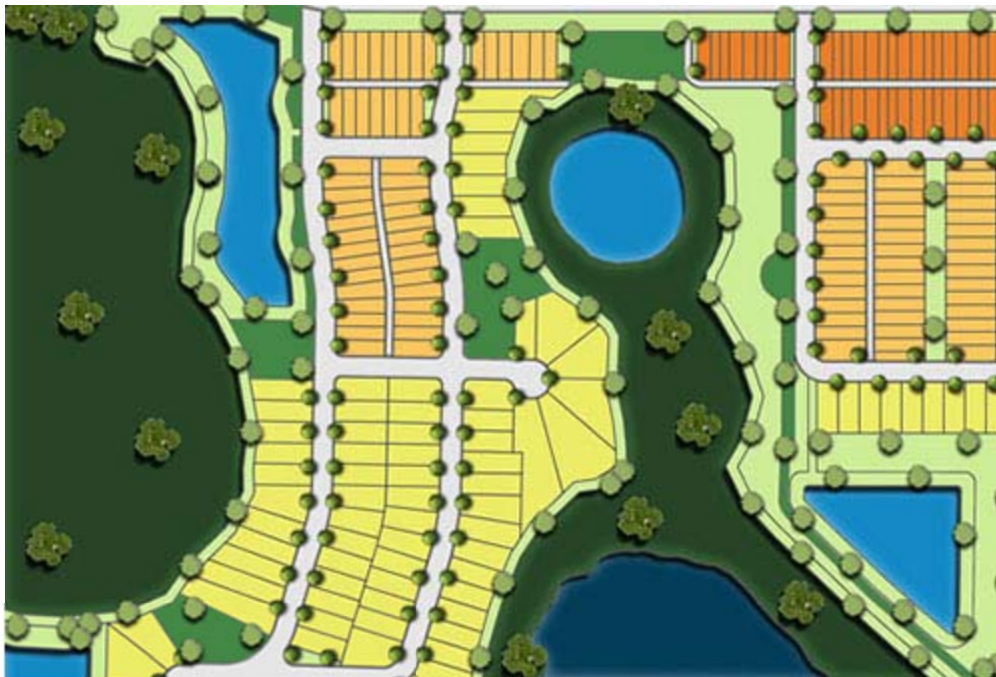
Accolades

- Orlando, FL
- 400 Lots
- Dreamfinders Homes



Northlake

- Orlando, FL
- 385 Lots
- Ashton Woods Homes



Encore

- Orlando, FL
- 433 Lots
- MI Homes



Ovation Village Center

- Orlando, FL
- 880 apartments
- 400k Commercial



Tri-County Commerce Park

- Fort Myers, FL
- 1.1MM SF Industrial
- 200k SF Commercial



Summerlake Groves

- Orlando, FL
- 356 Lots
- KHov Homes



Westbriar Townhomes

- Durham, NC
- 252 Townhomes
- NVR



Brynmar

- Orlando, FL
- 95 Lots
- Beazer Homes & Richmond American Homes

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Our Team

Our team's talent & experience delivers amazing results.

Daniel A. Traylor

Principal



Daniel has deep roots in engineering spending the early stages of his career in the building and heavy civil construction industries. Daniel founded Columnar in 2009 under its parent Traylor Capital and has since expanded the family real estate interests to include commercial real estate investment/development and production home building respectively through the Groundswell and RockWell platform companies. Daniel leads Traylor Capital as Managing Principal.

Masters in Business Administration, H.E.C. Paris, Grande Ecole, (2006)
Bachelor of Science, Civil Engineering, Stanford University (1999)

Sean Froelich

COO/Partner



Sean has worked in real estate development and construction in Florida for more than 23 years. He has managed the acquisition, entitlement, development, and construction of 25,000-plus lots. His array of development projects includes single-family, resorts, condominiums, apartments, and neighborhood commercial centers. Prior to joining Columnar, Sean was the President of Park Square Land, one of the largest privately held developers in Florida. Sean's experience spans seven counties in the Orlando, Tampa, and Southwest Florida markets, where he has earned a reputation as a top tier land developer.

Bachelor of Science, Civil Engineering, University of Florida (1996).

Sean Ells

VP Land Entitlements – FL



Sean has worked in Central Florida land development for 25 years. He began his career as a licensed Professional Engineer responsible for the design and permitting of residential, commercial, roadway, and institutional projects. Sean then left engineering to work for a national homebuilder as a land development manager responsible for the due diligence, entitlement, and construction support for multiple communities in Central Florida. Sean joined Columnar in 2015, where he serves as Director of Land overseeing the entitlement and construction of our Florida projects.

Bachelor of Science, Civil Engineering, University of Central Florida (1994)

Mike Wolf

VP Land Acquisition – FL



Michael has been involved in public and private sector real estate for more than 20 years. Over the past 16 years he has closed more than a half billion dollars in residential development acquisitions. Prior to joining Columnar, Michael was Vice President with Kolter Homes, WCI Communities/Lennar, and Toll Brothers with experience in the Southeast, Southwest, Central and North Florida markets. He is a veteran of the Texas and Florida National Guards serving as a logistics officer for the 49th Armored Division and Master Planner for the Texas Adjutant General's Department.

Master of Business Administration, Baylor University (2003).

John Landwehr

CO & TX Division Partner



After working as a commercial airline pilot, in 2006 John joined a real estate investment group focused on large scale land acquisitions and entitlements projects in the Southwestern United States. He has acquired and entitled more than 15,000 acres of land, creating 30,000-plus lots. John joined a fast-growing production home builder in 2017, leading land acquisition and development for the Texas and Colorado divisions. John's network and experience span Austin, Houston, and Denver with expertise in land, water and home building.

Bachelor of Science, University of Colorado (2003).



Joseph Lassiter

NC Division Partner

Joseph has been a Raleigh-based real estate developer, investor, and property manager since 1987. During the late 1980s through the mid-1990s, Joseph operated the Pinellas Corporation, which developed residential subdivisions and acquired commercial investment properties. Prior to Pinellas, Joseph was involved in the development of more than 2,000 dwelling units and entitled 3,400 acres of land in partnership with ITT/Paul N. Howard Corporation and Southern Properties, Inc. With contacts and operations from Charleston, SC to Wilmington, NC and as far west as Charlotte, Joseph has a reputation of excellence in real estate investing and development.

Bachelor in Business Administration, Atlantic Christian College (1982).



Brian Hadley

Director of Development – NC

Brian has been involved in vertical and horizontal construction for more than 12 years. While attending Clemson University, he interned every summer with General Contractors (North Carolina) working in education, medical, and custom residential. After obtaining a degree in Construction Science and Management, he returned to Raleigh to work with a commercial building contractor specializing in private construction projects with some notable clients being SAS, BB&T and Girlfols Pharmaceuticals. Brian joined Columnar in 2015, providing oversight of engineering and development activities for more than 400 lots and their corresponding infrastructure.

Bachelor of Science, Construction Science and Management, Clemson University (2012)

J. Patrick (“Pat”) Galvin

Groundswell Partner

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Columnar
Meadow Brook Public Improvement District
Table of Contents
October 13, 2021

Exhibit	Title	Page No.
A	PID Summary	2
B	Authorized Improvements	3
C	AV and Assessment Spread	4
D	Value to Lien Analysis	5
E	Sources and Uses	6
F	Ad Valorem Tax Revenues	7
G	Competitive Communities Tax Rates	8
H	PID Bond	9
I	Assumptions	10

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Exhibit A
Columnar
Meadow Brook Public Improvement District
PID Summary
October 13, 2021

Values		
Total Improved Land Value	\$	32,030,000
Total Assessed Value	\$	160,150,000
Value to Lien		3.08

Assessments		
Bond Issuance Date		4/1/2022
Bond Term		30
Interest Rate		4.50%

Bond Proceeds	\$	10,410,000
Reserve Fund	\$	(652,625)
Capitalized Interest	\$	(468,450)
Underwriter's Discount (3.00%)	\$	(312,300)
Cost of Issuance (6.00%)	\$	(624,600)
First Year Administration Cost	\$	(35,000)
Net Bond Proceeds	\$	8,317,025

Townhome Lot Assessment	\$	21,126
50' Lot Assessment	\$	29,251

Costs		
Authorized Improvements	\$	12,986,699
Bond Issuance Costs	\$	2,092,975
Less: Bond Proceeds	\$	(10,410,000)
Owner Contribution	\$	4,669,674

Average Annual Installments		
First Annual Installment Due		1/31/2023
Total Average Annual Installment	\$	731,417
Townhome Lot Annual Installment	\$	1,484
50' Lot Annual Installment	\$	2,055

Equivalent Tax Rates		
PID Equivalent Tax Rate / \$100 AV	\$	0.4567
Total Tax Rate after PID / \$100 AV	\$	3.0910

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Exhibit B
Columnar
Meadow Brook Public Improvement District
Authorized Improvements
October 13, 2021

Authorized Improvements [a]	Total
Street Improvements	\$ 4,042,710
Drainage Improvements	\$ 1,623,059
Water Improvements	\$ 1,639,808
Wastewater Improvements	\$ 1,631,843
Offsite Improvements	\$ 1,216,714
Detention Pond Improvements	\$ 600,000
Erosion/Sedimentation Control Improvements	\$ 537,707
Mobilization	\$ 100,000
Contingency (10%)	\$ 1,139,184
Project Management Fee (4%)	\$ 455,674
Total Authorized Improvements	\$ 12,986,699

Footnotes:

[a] Per the OPC provided October 2021 by LJA Engineering.

Exhibit C
Columnar
Meadow Brook Public Improvement District
AV and Assessment Spread
October 13, 2021

Lot Size [a]	Units [a]	Improved Land		Improved Land	Assessed Value		Total	Average	Assessment	Annual		PID Equivalent
		Value	per Unit [b]	Total Value	per Unit [a]	Assessed Value	Assessment	Annual	Per Unit	Installment Per	Tax Rate	
Townhome	166	\$ 65,000		\$ 10,790,000	\$ 325,000	\$ 53,950,000	\$ 3,506,834	\$ 246,394	\$ 21,126	\$ 1,484	\$ 0.4567	
50'	236	\$ 90,000		\$ 21,240,000	\$ 450,000	\$ 106,200,000	\$ 6,903,166	\$ 485,023	\$ 29,251	\$ 2,055	\$ 0.4567	
Total	402			\$ 32,030,000		\$ 160,150,000	\$ 10,410,000	\$ 731,417	\$ 25,896	\$ 1,819	\$ 0.4567	

Footnotes:

[a] Per information provided August 2021.

[b] Assumes an improved lot price at 20% of finished home assessed value.

Exhibit D
Columnar

Meadow Brook Public Improvement District

Value to Lien Analysis

October 13, 2021

DRAFT

Bond Summary		
Total Assessment	[1]	\$ 10,410,000
<i>Bond Issuance Costs</i>		
Reserve Fund		\$ 652,625
Capitalized Interest		\$ 468,450
Underwriter's Discount (3.00%)		\$ 312,300
Cost of Issuance (6.00%)		\$ 624,600
First Year Administration Cost		\$ 35,000
	[2]	\$ 2,092,975
Net Bond Proceeds	[3] = [1] - [2]	\$ 8,317,025
Total Improved Land Value	[4]	\$ 32,030,000
Total Assessment	[1]	\$ 10,410,000
Value to Lien	[5] = [4] ÷ [1]	3.08

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Exhibit E

Columnar

Meadow Brook Public Improvement District

Sources and Uses

October 13, 2021

Sources of Funds	
Total Assessment	\$ 10,410,000
Owner Contribution [a]	\$ 4,669,674
Total Sources	\$ 15,079,674

Uses of Funds	
Authorized Improvements	\$ 12,986,699
<i>Bond Issuance Costs</i>	
Reserve Fund	\$ 652,625
Capitalized Interest	\$ 468,450
Underwriter's Discount (3.00%)	\$ 312,300
Cost of Issuance (6.00%)	\$ 624,600
First Year Administration Cost	\$ 35,000
	\$ 2,092,975
Total Uses	\$ 15,079,674

Footnotes:

[a] Owner will fund all costs not funded by PID Bonds.

[b] To be paid by Owner at the time of PID Bond Issuance.

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Exhibit F
Columnar
Meadow Brook Public Improvement District
Ad Valorem Tax Revenues
October 13, 2021

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
City of Hutto	\$ 0.5432	\$ 869,898
Williamson ESD #3	\$ 0.0931	\$ 149,122
Williamson County	\$ 0.4324	\$ 692,437
EWC Higher Ed Center	\$ 0.0446	\$ 71,369
Williamson County FM/RD	\$ 0.0354	\$ 56,682
Hutto ISD	\$ 1.4665	\$ 2,348,600
Lower Brushy Creek WCID	\$ 0.0191	\$ 30,651
Total	\$ 2.6343	\$ 4,218,759
Meadow Brook PID	\$ 0.4567	
Total Tax Stack	\$ 3.0910	

Footnotes:

[a] 2021 rates per Williamson Central Appraisal District

[b] Assumes an Estimated Buildout Value of \$160,150,000.

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**Exhibit G
Columnar
Meadow Brook Public Improvement District
Competitive Communities Tax Rates
October 13, 2021**

Competitive Tax Rate Rankings	
Mustang Creek	3.1451
Durango Farms	3.1404
Meadow Brook	3.0910
Siena	3.0414
Emory Crossing	3.0406
Cottonwood	3.0203
Cross Creek	2.9641
Market Average	3.0586

Meadow Brook	
City of Hutto	0.5432
Williamson ESD #3	0.0931
Williamson County	0.4324
EWC Higher Ed Center	0.0446
Williamson County FM/RD	0.0354
Hutto ISD	1.4665
Lower Brushy Creek WCID	0.0191
	<u>2.6343</u>
Meadow Brook PID	0.4567
Total	<u>3.0910</u>

Cottonwood	
City of Hutto	0.5432
Williamson ESD #3	0.0931
Williamson County	0.4324
EWC Higher Ed Center	0.0446
Williamson County FM/RD	0.0354
Hutto ISD	1.4665
Lower Brushy Creek WCID	0.0191
	<u>2.6343</u>
Cottonwood PID	0.3860
Total	<u>3.0203</u>

Cross Creek	
City of Hutto	0.5432
Williamson County	0.4324
Williamson ESD #3	0.0931
EWC Higher Ed Center	0.0446
Hutto ISD	1.4665
Williamson County FM/RD	0.0354
	<u>2.6151</u>
Cross Creek PID	0.3490
Total	<u>2.9641</u>

Durango Farms	
City of Hutto	0.5432
Williamson ESD #3	0.0931
Williamson County	0.4324
EWC Higher Ed Center	0.0446
Williamson County FM/RD	0.0354
Hutto ISD	1.4665
Lower Brushy Creek WCID	0.0191
	<u>2.6343</u>
Durango Farms PID	0.5061
Total	<u>3.1404</u>

Mustang Creek	
Williamson County	0.4324
City of Hutto	0.5432
Williamson ESD #3	0.0931
Hutto ISD	1.4665
EWC Higher Ed Center	0.0446
Williamson County FM/RD	0.0354
	<u>2.6151</u>
Mustang Creek PID	0.5300
Total	<u>3.1451</u>

Emory Crossing	
Williamson County	0.4324
City of Hutto	0.5432
Williamson ESD #3	0.0931
Hutto ISD	1.4665
Upper Brushy Creek WCID	0.0194
EWC Higher Ed Center	0.0446
Williamson County FM/RD	0.0354
	<u>2.6346</u>
Emory Crossing PID	0.4060
Total	<u>3.0406</u>

Siena	
Williamson County	0.4324
Williamson ESD #3	0.0931
Hutto ISD	1.4665
EWC Higher Ed Center	0.0446
Upper Brushy Creek WCID	0.0194
Williamson County FM/RD	0.0354
	<u>2.0914</u>
Siena MUD	0.9500
Total	<u>3.0414</u>

Note: Tax rates shown are for Tax Year 2021.

Sources:

Assessment Amount (4.50% Interest Rate) \$ 10,410,000

Uses:

Reserve Fund (Maximum Annual Debt Service) 652,625
Capitalized Interest (12 months) 468,450
Underwriter Discount/Financial Advisor Fee (3%) 312,300
Cost of Issuance (6.00%) 624,600
First Year Administration Cost 35,000
Net Bond Proceeds \$ 8,317,025

PID Equivalent Tax Rate \$ 0.4567
Average Installment \$ 731,417
Minimum Debt Service Coverage 1.00

Issuance Date: April 1 2022

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2023	\$ -	4.50%	\$ 468,450	\$ 468,450	\$ 35,700	\$ 52,050	\$ 556,200	\$ 468,450	\$ -	\$ 87,750
2024	180,000	4.50%	468,450	648,450	36,414	52,050	736,914	-	-	736,914
2025	190,000	4.50%	460,350	650,350	37,142	51,150	738,642	-	-	738,642
2026	200,000	4.50%	451,800	651,800	37,885	50,200	739,885	-	-	739,885
2027	205,000	4.50%	442,800	647,800	38,643	49,200	735,643	-	-	735,643
2028	215,000	4.50%	433,575	648,575	39,416	48,175	736,166	-	-	736,166
2029	225,000	4.50%	423,900	648,900	40,204	47,100	736,204	-	-	736,204
2030	235,000	4.50%	413,775	648,775	41,008	45,975	735,758	-	-	735,758
2031	245,000	4.50%	403,200	648,200	41,828	44,800	734,828	-	-	734,828
2032	260,000	4.50%	392,175	652,175	42,665	43,575	738,415	-	-	738,415
2033	270,000	4.50%	380,475	650,475	43,518	42,275	736,268	-	-	736,268
2034	280,000	4.50%	368,325	648,325	44,388	40,925	733,638	-	-	733,638
2035	295,000	4.50%	355,725	650,725	45,276	39,525	735,526	-	-	735,526
2036	310,000	4.50%	342,450	652,450	46,182	38,050	736,682	-	-	736,682
2037	320,000	4.50%	328,500	648,500	47,105	36,500	732,105	-	-	732,105
2038	335,000	4.50%	314,100	649,100	48,047	34,900	732,047	-	-	732,047
2039	350,000	4.50%	299,025	649,025	49,008	33,225	731,258	-	-	731,258
2040	365,000	4.50%	283,275	648,275	49,989	31,475	729,739	-	-	729,739
2041	385,000	4.50%	266,850	651,850	50,988	29,650	732,488	-	-	732,488
2042	400,000	4.50%	249,525	649,525	52,008	27,725	729,258	-	-	729,258
2043	420,000	4.50%	231,525	651,525	53,048	25,725	730,298	-	-	730,298
2044	440,000	4.50%	212,625	652,625	54,109	23,625	730,359	-	-	730,359
2045	455,000	4.50%	192,825	647,825	55,191	21,425	724,441	-	-	724,441
2046	480,000	4.50%	172,350	652,350	56,295	19,150	727,795	-	-	727,795
2047	500,000	4.50%	150,750	650,750	57,421	16,750	724,921	-	-	724,921
2048	520,000	4.50%	128,250	648,250	58,570	14,250	721,070	-	-	721,070
2049	545,000	4.50%	104,850	649,850	59,741	11,650	721,241	-	-	721,241
2050	570,000	4.50%	80,325	650,325	60,936	8,925	720,186	-	-	720,186
2051	595,000	4.50%	54,675	649,675	62,155	6,075	717,905	-	-	717,905
2052	620,000	4.50%	27,900	647,900	63,398	3,100	714,398	-	714,398	-
Totals	\$ 10,410,000	4.50%	\$ 8,902,800	\$ 19,312,800	\$ 1,448,280	\$ 989,200	\$ 21,750,280	\$ 468,450	\$ 714,398	\$ 20,567,433

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.

DRAFT

**Exhibit I
Columnar
Meadow Brook Public Improvement District
Assumptions
10/13/2021**

Project Specifics	Assumptions	Source
Townhome Lot Assessed Value	\$ 325,000	Client
50' Lot Assessed Value	\$ 450,000	Client
Lot Price as % of Assessed Value	20.0%	Client
Contingency	10.0%	DPPFG
Project Management Fee	4.0%	DPPFG

PID Bond	Assumptions	Source
Bond Term	30	Client
Bond Issuance Date	4/1/2022	Client
Interest Rate	4.50%	Underwriter
Capitalized Interest	12	Client
Costs of Issuance	6.0%	Market
Underwriter's Discount	3.0%	Underwriter
Reserve Fund Earnings	0.0%	Market
Debt Service Escalator	0.0%	Market
Additional Interest Reserve	0.5%	Market
Administrative Expenses Escalator	2.0%	Market
Administrative Expenses	\$ 35,000	Market
Denomination	\$ 5,000	Underwriter

WCAD

Property	Owner	Property Address	Tax Year	2022 Market Value
R020615	MB HUTTO LLC	10501 FM 1660, HUTTO, TX 78634	2022 ▾	N/A

2022 GENERAL INFORMATION

Property Status	Active
Property Type	LTRR-Land Transitional Residential
Legal Description	AW0291 AW0291 - Hickman, J. Sur., ACRES 83.604
Neighborhood	T14TR2 - Hutto Transitional 2
Account	R-14-0291-0014
Related Properties	R314620
Map Number	3-5167

2022 OWNER INFORMATION

Owner Name	MB HUTTO LLC
Owner ID	O0672932
Exemptions	Agriculture Use
Percent Ownership	100%
Mailing Address	5956 SHERRY LN #STE 1000 DALLAS, TX 75225
Agent	-

2022 VALUE INFORMATION

Improvement Homesite Value	N/A
Improvement Non-Homesite Value	N/A
Total Improvement Market Value	N/A
Land Homesite Value	N/A
Land Non-Homesite Value	N/A
Land Agricultural Market Value	N/A
Total Land Market Value	N/A
Total Market Value	N/A
Agricultural Use	N/A
Timber Use	N/A
Total Appraised Value	N/A
Homestead Cap Loss	N/A
Total Assessed Value	N/A

[Print
Property
Information](#)

2022 ENTITIES & EXEMPTIONS

Special Exemptions AG - Agriculture Use

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		N/A	N/A	N/A	N/A
F00- Wmsn ESD #3		N/A	N/A	N/A	N/A
GWI- Williamson CO		N/A	N/A	N/A	N/A
J02- EWC Higher Ed Center		N/A	N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A	N/A
SHU- Hutto ISD		N/A	N/A	N/A	N/A
W13- Lower Brushy Creek WC&ID		N/A	N/A	N/A	N/A

Improvement square footage on this page is NOT representative of leasable area utilized for income valuation of commercial properties. For that data please contact our office.

2022 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Dry Crop I	D3 - Dry Crop Or Farmland	No	N/A	N/A	N/A	63.604000 acres
2 - Improved Pasture I	D1 - Qualified AG Use	No	N/A	N/A	N/A	15.000000 acres
3 - Native Pasture I	D1 - Qualified AG Use	No	N/A	N/A	N/A	5.000000 acres
TOTALS						3,641,790 Sq. ft / 83.604000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2021	\$0	\$0	\$0	\$1,735,111	\$21,893	\$21,893	\$0	\$21,893
2020	\$0	\$0	\$0	\$1,556,470	\$15,346	\$15,346	\$0	\$15,346
2019	\$0	\$0	\$0	\$1,113,798	\$19,440	\$19,440	\$0	\$19,440
2018	\$0	\$0	\$0	\$1,113,798	\$27,926	\$27,926	\$0	\$27,926
2017	\$0	\$0	\$0	\$1,113,798	\$29,454	\$29,454	\$0	\$29,454

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
5/4/2021	SWINDOLL INVESTMENTS LP	MB HUTTO LLC	2021066633	
12/15/2008	HELLO, DARLENE & TAMRA SWINDOLL	SWINDOLL INVESTMENTS LP	2008093458	
9/15/1998	SWINDOLL GEORGE W ESTATE	HELLO, DARLENE & TAMRA SWINDOLL	9855553	
4/10/1995	SWINDOLL, GEORGE W	SWINDOLL GEORGE W ESTATE	-	298 14,784/586

Tentative Construction Timeline

- Anticipated three phase project
- Q4 2021 – PID Submittal
- Q2 2022 – Annexation/Zoning/Development Agreement/PID approval
- Q4 2022 – Beginning of Construction Phase 1
- Q4 2022 – Q2 2023 – Development of Phase 1
- Q3 2023 – Start home construction in Phase 1, continues through to Phase 3 as new phases get infrastructure
- Q4 2023 – Q2 2024 – Development of Phase 2, potential starting of Phase 3
- Q1 2025 – Q3 2025 – Anticipated completion of final Phase 3

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Consideration and possible action of Resolution No. R-2024-011 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) of \$277,087 with STR Constructors for Phase 1 of Fritz Park (P02-2023) (Matt Rector)
Meeting: Thursday, January 4, 2024
Department: Community Services /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On November 2, 2023, City Council approved Resolution No. R-2023-296 for STR Constructors as the Construction Manager at Risk (CMAR) for Fritz Park. This resolution granted the City the authority to enter into an agreement with STR Constructors for the role of the general contractor as the CMAR for the Fritz Park Improvements project. A key part of this decision was the inclusion of a CMAR for the project, specifically for the Fritz Park renovation. STR Constructors has collaborated with the City's Architect, Burditt Consultants, in coordination with 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).

The purpose of this resolution is to authorize the execution of the first of two Guaranteed Maximum Price ("GMP") Amendments to the existing Construction Manager-At-Risk ("CMAR") Agreement ("Agreement") with STR Constructors for the renovation of the Fritz Park project ("Project"). The authorization of GMP amendments to the Agreement is the final step in the CMAR construction procurement method which sets the contract amount for construction of the Project. The project team, consisting of the Architect, Burditt; Construction Manager, STR Constructors; and City staff, determined that in order to accelerate construction activities for the project, a two-phased GMP approach was required. This initial GMP includes earthwork, for an amount not to exceed \$247,087.00 in addition to a \$30,000.00 Owner's contingency for a total amount of \$277,087.00.

This GMP is for Phase 1 with the CMAR performing less than 1% of the total costs of the project. A contingency of 10% if unused will allow for funds to be allocated for Phase 2.

The remainder of the Fritz Park site scopes are included in the second GMP amendment for an amount to be determined at a later date in Spring 2024. The scopes of work included in the second GMP includes site work, playground facilities, pond, trails, and additional parking. City staff and STR Constructors reviewed and evaluated the subcontractor bids to determine the best value and then compiled the first GMP that includes the selected subcontractor bids along with a portion of STR Constructor's direct costs, fees, bonds and insurance. If the first GMP amendment is approved, total GMP authorization for construction of the project would be adjusted accordingly at the time of

AGENDA ITEM REPORT

12.2.



presenting the second GMP.

Funding for the Project is provided by 2018 voter-approved General Obligation Bonds and Parkland Improvement Fees. After execution of the first GMP, construction is anticipated to begin on the week of January 8, 2024. For a full timeline of past and future milestones, please see the attached document entitled Fritz Park Timeline. Staff has reviewed the initial GMP proposal and determined the proposed costs for the components of the first GMP are fair, reasonable and within the established construction budget. Staff now recommends execution of the first Guaranteed Maximum Price Amendment to the Construction Manager-At-Risk Agreement with STR Constructors for renovation of Fritz Park Project for an amount not to exceed \$277,087.00.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This project is being funded by the 2023A General Obligation Bonds (17-040-039-6702).

There is \$11,000,000 in bond funds allocated to this project, with \$33,000 already encumbered. If this contract is awarded, there will be \$10,689,913 in remaining funds available for this project.

ATTACHMENTS:

1. CMAR Resolution Sheet Phase 1 GMP-R-2024-011
2. Fritz_Park_Improvements_Map
3. Hutto - Phase 1 re3 Pricing Revised
4. Fritz Park Timeline
5. Insurance
6. Conflict of Interest
7. House Bill 89 Verification
8. Form 1295 Certificate 101143906

RESOLUTION NO. R-2024-011

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A GUARANTEED MAXIMUM PRICE (GMP) OF \$277,087 WITH STR CONSTRUCTORS FOR PHASE 1 OF FRITZ PARK (P02-2023); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) has approved Resolution 2023-296 with STR Constructors at the Construction Manager at Risk (CMAR) for Fritz Park;

WHEREAS, Phase 1 of the project includes safety fencing, erosion control, seeding, demolition, and grading and construction; and

WHEREAS, the City Council has approved the sell of Bond Funds for the Fritz Park renovation project; and

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 4th day of January, 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Fritz Park Improvements





STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

December 4, 2023
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

Att.: Patricia A. Davis, MSCE, P.E., LGPP
CIP Engineer

Re.: Hutto Fritz Park Improvements – Phase I – Costs

Patricia Davis,

STR Constructors proposes to perform the work for Phase I of the Fritz Park Improvements for **Two Hundred Seventy-Seven Thousand Eighty-Seven Dollars (\$277,087.00)**. I have attached our breakdown and copies of the recommended subcontractor's bid for your review.

The recommended subcontractors and scope of work are as follows:

The Altum Group – \$3,355.00 - Survey properties lines and layout of Temp Fence & Erosion Control.
National Construction Rentals - \$8,615.00 – Furnish and install Temp Fence.
STR Constructors - \$2,931.00 – Demo of Site furniture
Ventitti – \$96,618.00 - Earthwork, Grading and Construction Entrances
Bird Dog Construction - \$12,033.00 – Erosion Control & SWPPP Plan & Inspections
Pampered Lawns – \$19,838.00 - Seeding

I have also included a Contingency of \$30,000.00 to be used for any unforeseen items or in case any additional work needs to be done for the trees. The \$30,000.00 contingency is the amount that we discussed with the Architect at our meeting on Friday as being appropriate for this amount of work. Any un-used amount left in the contingency would be rolled over into Phase 2.

If you have any questions or need any additional information, please contact me.

Thank you,

Gilbert Bolding, President



STR CONSTRUCTORS
GENERAL CONTRACTORS
 CONSTRUCTION MANAGEMENT

Final Bid Sheet

Bid ID #: _____
 Bid Name: Hutto - Fritz Park Improvements Phase I
 Bid Date: 11/17/2023

All Totals from Appropriate Sheets. DO NOT Enter into this Sheet Directly!

Bid Time Base:		4 Months		Bid Time Contingent:	
Item Category	Bid Item Description			Bid Item Total Value	
Direct Costs	Subcontracts Total Value			\$	143,390
	STR Constructors Involved Labor Total Value			\$	51,864
	General Contingency Total Value				
	STR Constructors Involved Rentals Total Value				
	Site Specific Mobilization			\$	-
	Site Operational Costs Total Value			\$	27,998
	Qualified Site Operational Costs Total Value			\$	-
	Site Specific De-Mobilization			\$	-
Total of Costs Direct to STR Constructors, LLC				\$	223,252
Indirect Costs	Payroll Tax				
	Franchise Tax				
	G/L Insurance (.54%)			\$	1,206
	Builder's Risk (.18%)			\$	402
	Bond (I- 2.5% / \$100K, II- 1.5% / \$400K, III- 1% / \$2.5M)			\$	6,063
	General & Administrative Costs (I- .87% x AP- .23%)				
Total of Costs Indirect to STR Constructors, LLC				\$	7,670
Subtotal (Direct + Indirect Costs Before CMAR Fees)					\$230,922
CMAR Fee				\$	16,165
Bid Subtotal				\$	247,087
Texas State Sales & Use Tax Applied				\$	-
Owner's Contingency				\$	30,000.00
Total Project Estimate to Prospective Client				\$	277,087



Bid ID #.	
Bid Name:	Hutto - Fritz Park Improvements Phase I
Bid Date:	11/17/2023

[illegible]

[illegible]



STR Involved Labor Costs

Bid Name:

Hutto - Fritz Park Improvements Phase I

11/13/2023

Enter Only Wholesale Labor Costs! DO NOT Add Anything to Wholesale Numbers.

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STR CONSTRUCTORS
GENERAL CONTRACTORS
 CONSTRUCTION MANAGEMENT

Site Operational Costs

Bid ID #:

Bid Name:

Hutto - Fritz Park Improvements Phase I

Bid Date:

11/22/2023

DO NOT Add to Operational Items! Wholesale Costs Only.

Operational Item Description	Unit	Quantity	Unit Cost	Operational Item Total
<i>Site Allowances</i>				\$ -
Telephone (Personnel Allowance)	month	4	\$ 103.00	\$ 412.00
Vehicle (Personnel Allowance)	Month	4	\$ 625.00	\$ 2,500.00
				\$ -
OSHA & Safety (PPE Allowance)	Month	4	\$ 434.00	\$ 1,736.00
Technology (Internet)	Month	4	\$ 250.00	\$ 1,000.00
				\$ -
				\$ -
Mobilize/Demobilize (Mobilize only)	Each	1	\$ 3,400.00	\$ 3,400.00
Field Office	Month	4	\$ 1,950.00	\$ 7,800.00
			\$ -	\$ -
Tool Shed	Month	4	\$ 87.00	\$ 348.00
Permits (City will not require permitting)	each		\$ -	\$ -
Temporary Toilets	Month	4	\$ 375.00	\$ 1,500.00
				\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Dumpsters	each	4	\$ 750.00	\$ 3,000.00
Gas & Oil	Month	4	\$ 322.00	\$ 1,288.00
			\$ -	\$ -
Field Copies Plans & Specs	each	1	\$ 250.00	\$ 250.00
Procor	each	1	\$ 3,264.00	\$ 3,264.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			\$ -	\$ -
Project Sign	Each	1	\$ 1,500.00	\$ 1,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Site Operational Total Value

\$

27,998.00

Fritz Park Renovation Timeline Update 2023

Phase 1 is set to kick off the park renovation in 2023 with an early bid package, focusing on grading and tree relocations. The work area will be concentrated on the open space to the West of the pavilion, ensuring the park remains accessible. Tentative start dates for Phase 1 are December 18, 2023, through March 2024. Following seamlessly, Phase 2 will encompass the remaining park renovations and enhancements, creating a comprehensive transformation for the entire park.

Phase 1 key dates are listed in black

Phase 2 key dates are listed in red

July 6, 2023: City Council approved Resolution 2023-145, partnering with Burditt Consultants for architectural design services \$1,247,771 and opting for a Construction Manager-At-Risk (CMAR) approach. Council approved Resolution 2023-155 to preserve the ability to reimburse the Park Improvement Fund from any subsequent bond issuance for the renovation of Fritz Park.

July 20, 2023: Council approved Resolution No. R-2023-162 to seek a \$750,000 matching grant from the Texas Parks and Wildlife Department. We anticipate hearing back on the application in January 2024.

August 27, 2023: The Request for Qualifications (RFQ) advertisement notice appeared in the Taylor Press for the CMAR.

August 28, 2023: The RFQ advertisement was posted on Bidnet.

September 3, 2023: Second advertisement notice in Taylor Press.

September 7, 2023: CMAR candidates were invited to participate in optional site visits and a question-and-answer period with staff.

September 21, 2023: Burditt presented an update at the Council Work Session.

September 28, 2023: Staff conducted the evaluation of the request for qualifications, with 2 bids received. STR Constructors and MRI Builders.

September 28, 2023: Council approved Resolution No. R-2023-249 for the issuance of \$11 million in tax-supported General Obligation Bonds for park improvements to sell on 2 November

October 3, 2023: A panel comprising the CIP Manager, Interim Procurement Manager, and Director of Parks and Recreation reviewed the 2 qualification packets and selected STR Constructors who met the minimum qualifications to continue through the process. Note: MRI Builders did not meet minimum qualifications.

October 13, 2023: Panel interviewed STR Constructors and determined they were qualified to do the work and were best value for the City for a CMAR candidate.

November 2, 2023: Council authorized Ordinance No. O-2023-072 for the issuance of \$11M in bonds for Fritz Park and Resolution No. R-2023-296 was approved to award STR Constructors, LLC, Liberty Hill, Texas, as the Construction Manager at Risk and Resolution No. R-2023-286 awarded a \$33,000 pre-construction contract.

November 10, 2023: Burditt provided the City with 90% Construction Documents for Phase 1, primarily involving grading dirt and relocating trees.

November 13, 2023: STR Constructors to submit Plan applications to Development Services for Planning Review.

November 22, 2023: STR Constructors to provide a Guaranteed Maximum Price (GMP) for Phase 1.

November 27-29, 2023: CIP Engineer, Parks Director, Interim Purchasing Manager and City Attorney to confirm GMP and place on 7 December Council agenda for review.

November 29, 2023: Closing date for the \$11M bond issuance

January 4, 2024: City Council to consider award of GMP to STR Constructors for Phase 1.

January 5, 2024: If approved, the City will issue a Notice to Proceed and host a Pre-Construction meeting for Phase 1.

January 8, 2024: If approved, Phase 1 construction is set to commence at the site

this week.

January 2024: Expected to learn results of application for \$750,000 matching grant from the Texas Parks and Wildlife Department.

January 26, 2024: Phase 2 Design Documents are due to the City from Burditt Consultants.

May 3, 2024: Phase 2 Construction Documents are due to the City from Burditt Consultants.

May 27, 2024: CMAR to set the final GMP.

June 3, 2024: Phase 2 construction is scheduled to start.

Spring/Summer 2025: Expected Completion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2023

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 Frost Insurance Austin 401 Congress Ave., #1400 Austin TX 78701	CONTACT NAME: Margery Hall PHONE (A/C, No, Ext): 361-580-9057 E-MAIL ADDRESS: jhall@frostinsurance.com FAX (A/C, No):
INSURED STR Constructors, LLC 15500 Hwy 29 West Liberty Hill TX 78642	INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company INSURER B: FCCI Insurance Company INSURER C: Monroe Guaranty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1104567933**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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP 100058290	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA 100058289	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB 100058292	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC0 100058291	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement on primary and non-contributory basis when required by written contract.
The General Liability policy includes blanket automatic additional insured endorsements when there is a written contract between the named insured and certificate holder, executed prior to the occurrence of a loss, which requires such status. The endorsements' wording include both the Insured's ongoing and completed operations.
The General Liability, Auto Liability & Workers Compensaion policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.
Umbrella is follow-form subject to the terms and conditions to the policy.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Hutto
500 W. Live Oak Street
Hutto TX 78634

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Frost Insurance Austin		NAMED INSURED STR Constructors, LLC 15500 Hwy 29 West Liberty Hill TX 78642	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 Day Notice of Cancellation applies.

Fritz Park Phase 1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

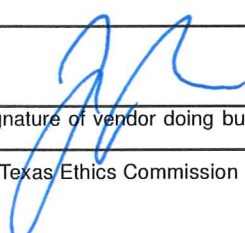
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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 STR Constructors, LLC (Company or Business name)

_____ (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

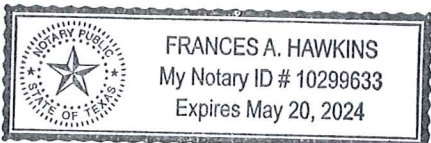
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

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

[Signature: Frances A. Hawkins]
NOTARY SIGNATURE

10/25/2023
Date



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

STR Constructors, LLC
Liberty Hill, TX United States

Certificate Number:
2023-1106796

Date Filed:
12/22/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
Construction Management / General Contracting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Robinson, John	Liberty Hill, TX United States	X	
	Bolding, Gilber	Liberty Hill, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Consideration and possible action on Resolution R-2024-005 regarding payment of all Fritz Park Renovation Costs from \$11M Bond Issuance (Anne LaMere and Jeff White)
Meeting: Thursday, January 4, 2024
Department: Finance /
Staff Contact: Anne LaMere and/or Jeff White

BACKGROUND INFORMATION:

At the July 6 Council Meeting, Reimbursement Resolution R-2023-155 was approved to begin the Fritz Park Renovation by approving that engineering design cost estimated to be \$1.2M would be paid for with Park Improvement Funds, with the possibility of moving those costs to be paid from the Fritz Park Bond once issued.

For FY23, nothing was paid for the engineering cost against the \$1.2M Purchase Order that was issued.

For FY24 budget, the \$1.2M was not budgeted because it was thought that design would be completed and paid for prior to the end of FY23.

Finance and Parks believes that the prudent thing to do at this point is approve that all costs related to Fritz Park Renovation should be paid from the bond issuance because it is estimated to cost \$10.7M and the Bond was issued for \$11M.

SUMMARY OF REQUEST:

Approve Resolution as presented to pay all costs from the \$11M Fritz Park Bond or approve that the engineering costs in the amount of \$1.2M be paid from the Park Improvement Fund as an added line item to the FY24 budget.

STAFF REVIEW:

Staff recommends approval of resolution as presented

FISCAL NOTES:

The Park Improvement Fund has \$3.3M available with FY24 budget of \$1.7M leaving an available balance of \$1.6M, which could absorb the cost of the \$1.2M engineering design for Fritz Park. The Bond issuance of \$11M can also absorb the cost of the engineering design cost and construction

AGENDA ITEM REPORT

12.3.



cost. Finance recommendation is to allow the \$1.2M engineering design for Fritz Park to be paid from the \$11M bond issuance.

ATTACHMENTS:

1. Hutto Bond Issuance Resolution R-2024-005
2. R-2023-155_Park Improvement Fund Reimbursement-Fritz

RESOLUTION NO. R-2024-005

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO MAKE THE APPROPRIATE TRANSFERS RELATED TO THE EXPENDITURES FOR THE FRITZ PARK RENOVATION PROJECT AS PREVIOUSLY APPROVED; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in July 2023, the City Council authorized the commencement of the Fritz Park Renovation Project using Park Improvement Funds with the option to transfer the expenses to the Fritz Park Bond Fund once the Bonds were issued; and

WHEREAS, the \$11,000,000.00 Bond Issuance has occurred, and funds have been received; and

WHEREAS, the City Council desires to adopt this Resolution 2024-005 in order to make the appropriate transfers related to the expenditures for the Fritz Park Renovation Project.

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 City Council hereby approves and authorizes the City Manager, or his designee, to make the appropriate transfers related to the expenditures for the Fritz Park Renovation Project as previously approved in July 2023 under R-2024-005.

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 4th day of January 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

RESOLUTION NO. R-2023-155

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS**

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 hereto (the "Project") 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 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 2. 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 3. 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.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2023.


Mike Snyder, Mayor

ATTEST:

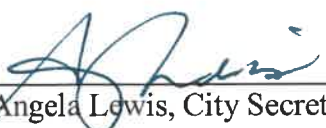

Angela Lewis, City Secretary



EXHIBIT A

All costs related to constructing, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for Fritz Park.

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the City of Hutto, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on July 6, 2023, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Mike Snyder, Mayor
Brian Thompson, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Mayor Pro Tem, Place 4
Dana Wilcott, Place 5
Amberley Kolar, Place 6

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: 4 NOES: 3 ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this 6th day of July 2023.

[CITY SEAL]





Angela Lewis, City Secretary,
City of Hutto, Texas

AGENDA ITEM REPORT

12.4.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2024-004 approving the Certificate of Formation and Bylaws of Texas Coalition for Affordable Power ("TCAP"), a Political Subdivision Corporation; accepting membership in said corporation; approving the Professional Services Agreement; and committing to budget for energy purchases and to honor the City's commitments to purchase power for its electrical needs through TCAP and adopting TCAP'S Gexa Energy's Commercial Electric Service Agreement for power to be provided on and after January 1, 2024 (Alberta Barnett, Anne LaMere, Matt Wojnowski and Margaret Somereve, Executive Director TCAP)

Meeting: Thursday, January 4, 2024

Department: Finance /

Staff Contact: Alberta Barrett and Anne LaMere

BACKGROUND INFORMATION:

In 2018, the City used an electric consultant (Tradition Energy) to prepare an RFP to bid electric service. The winning bidder was a contract with the State of Texas General Land Office through Cavallo Energy. Tradition Energy was solicited through a purchasing cooperative with no fee due for the RFP. However, there is a \$1.50 per Kwh charged on the electric bill that goes to Tradition Energy through the life of the 5-year contract. The current contract expires June 2024.

The City reviewed three options for rebid of the current contract -- 1) issue an RFP and make a determination internally as to best value (given the complexity of electric contracts, this was determined to be the least favorite choice); 2) use an electric consultant through a cooperative, which was done previously by the City (three were interviewed, and this was option #2); or 3) become a member of TCAP (option #1). TCAP is considered the best choice because it is an aggregate of other cities and political subdivisions that work together to negotiate lower cost and create reliable electric power with price stability for the group.

Information regarding TCAP is attached.

SUMMARY OF REQUEST:

Approval of Resolution as presented

STAFF REVIEW:

Staff recommend approval

AGENDA ITEM REPORT

12.4.



FISCAL NOTES:

Rates cannot be determined at this time since the contract will switch at the end of the current contract in June 2024. It is believed that TCAP rates will be lower than rates that could be negotiated by a City RFP or with an energy consultant. There are budgeted funds for electric power under 10-040-060-6521 / 6522 Public Works Streets / Street Lights, 10-100-000-6521 Utility Electric Non Departmental, 10-090-039-6521 Parks Utilities, 10-050-001-6521 Police Utilities, and 50-050-058-6521 Public Works Utilities. Finance is supportive of this action.

ATTACHMENTS:

1. 20231219 Hutto Res for TCAP membership with exhibits
2. City of Hutto
3. What being a member of TCAP means
4. Amended 07 13 18 Bylaws of TCAP

RESOLUTION NO. R-2024-004

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE CERTIFICATE OF FORMATION AND BYLAWS OF TEXAS COALITION FOR AFFORDABLE POWER (“TCAP”), A POLITICAL SUBDIVISION CORPORATION; ACCEPTING MEMBERSHIP IN SAID CORPORATION; APPROVING THE PROFESSIONAL SERVICES AGREEMENT; AND COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY’S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS THROUGH TCAP AND ADOPTING TCAP’S GEXA ENERGY’S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2024.

WHEREAS, Chapter 304 of the Texas Local Government Code, entitled Energy Aggregation Measures for Local Governments, allows political subdivisions to form a political subdivision corporation to act as an agent to negotiate the purchase of electricity, or to likewise aid or act on behalf of the political subdivisions for which the corporation is created, with respect to their own electricity use for their respective public facilities; and

WHEREAS, Texas Coalition for Affordable Power (“TCAP”) is a political subdivision corporation organized under said Chapter; and

WHEREAS, more than one hundred-sixty (160) cities and other political subdivisions have joined TCAP since the Texas electric retail market was deregulated January 1, 2002; and

WHEREAS, TCAP members work collaboratively with the assistance of attorneys and procurements experts hired by TCAP to negotiate lower cost, reliable electric power with price stability; and

WHEREAS, the negotiation for electricity by the corporation should result in lower, more stable electricity costs to the City of Hutto; and

WHEREAS, the City of Hutto seeks to become a Member of TCAP; and

WHEREAS, TCAP has prepared a Professional Services Agreement (“PSA”), attached as Exhibit C, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program (“SHP”) that will involve a series of monthly competitive auctions; and

WHEREAS, the Commercial Electricity Service Agreement (“CESA”) that will

facilitate participation in the SHP effective for power deliveries in and beyond the authorization provided in exhibit D, attached.

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 Certificate of Formation and Bylaws of TCAP, a political subdivision corporation, attached hereto and incorporated herein for all purposes as Exhibits A and B respectively, are hereby approved.

Section 3: The City of Hutto accepts Membership in TCAP.

Section 4: That the City Manager is authorized to sign TCAP's Professional Services Agreement.(Exhibit C) and Gexa Energy's Commercial Service Electricity Agreement (CESA) (Exhibit D).

Section 5: The City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 6: A copy of this Resolution along with the Professional Services Agreement and Gexa Energy's CESA shall be sent to TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001.

Section 7: 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 8. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 4th day of January 2024 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary



Office of the Secretary of State

CERTIFICATE OF FILING OF

Texas Coalition for Affordable Power
File Number: 801327832

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/05/2010

Effective: 10/05/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



Office of the Secretary of State

October 07, 2010

Attn: Cathleen C. Slack
Lloyd Gosselink, Attorneys at Law
816 Congress Avenue, Ste. 1900
Austin, TX 78701 USA

RE: Texas Coalition for Affordable Power
File Number: 801327832

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Linda Gemuenden

Fax: (512) 463-5709
TID: 10286

Dial: 7-1-1 for Relay Services
Document: 332951110002

Exhibit A

Form 202
(Revised 12/09)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$25



Certificate of Formation
Nonprofit Corporation

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

OCT 05 2010

Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Texas Coalition for Affordable Power

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Geoffrey	M	Gay	
First Name	M.I.	Last Name	Suffix

C. The business address of the registered agent and the registered office address is:

816 Congress Avenue, Suite 1900	Austin	TX	78701
Street Address	City	State	Zip Code

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1				
Jay		Doegey		
First Name	M.I.	Last Name	Suffix	
101 South Mesquite St., Suite 300	Arlington	TX	76010	
Street or Mailing Address	City	State	Zip Code	Country

Exhibit A

Director 2				
Tom	J.	Blazek		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
622 E. Market Street	Rockport	TX	78382	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Randy		Moravec		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
5350 Belt Line Road	Addison	TX	75254-7606	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

OR

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

☒ A. The nonprofit corporation shall have members.

☐ B. The nonprofit corporation will have no members.

Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

any and all lawful business for which non-profit corporations may be organized under the Texas Business Organizations Code; purchasing electricity; aiding or acting on behalf of its Members with respect to their own electricity use for their respective public facilities and that of their citizens; negotiating on behalf of its Members for the purchase of electricity; making contracts for the purchase of electricity; and taking any other actions necessary to purchase electricity for use in the public facilities of the political subdivision or subdivisions represented by the Corporation; acting as a local cooperative organization to purchase goods and services for its Members; and for all other purposes as may be permitted by law for political subdivision corporations.

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

Exhibit A

--

Supplemental Provisions/Information
(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

--

Organizer

The name and address of the organizer:

Cathleen C. Slack

Name

816 Congress Avenue, Suite 1900

Austin

TX

78701

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

--

Execution

Exhibit A

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: October 4, 2010



Signature of organizer

Cathleen C. Slack

Printed or typed name of organizer

Exhibit A

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State
Packing Slip

October 7, 2010
Page 1 of 1

Attn: Cathleen C. Slack
Lloyd Gosselink, Attorneys at Law
816 Congress Avenue
Ste. 1900
Austin, TX 78701

Batch Number: 33295111

Batch Date: 10-05-2010

Client ID: 137735016

Return Method: Mail

Phone No: 5123225800

Document Number	Document Detail	Filing Number / Name	Page Count	Fee
332951110002	Certificate of Formation	Texas Coalition for Affordable Power	0	\$25.00
Total Document Fees				\$25.00

Payment Type	Payment Status	Payment Reference	Amount
Check	Received	15200	\$25.00
Total Payments Received			\$25.00
Total Amount Charged to Client Account			\$0.00
Total Amount Credited to Client Account			\$0.00

Note: This is not a bill. Please do not send any payments until the monthly statement is received.
Any amount credited to Client Account may be refunded upon request.
Refunds (if applicable) will be processed within 10 business days.
Acknowledgement of Filing Document(s) (if present) is attached.

User ID: LGEMUENDEN

Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone:(512) 463-5555

FAX (512) 463-5709

Dial: 7-1-1 for Relay Services

Exhibit B

Section 1.4. Offices. The Corporation may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

ARTICLE TWO

MEMBERS OF THE CORPORATION

Section 2.1. Members. A “**Member**” of the Corporation shall be a political subdivision of the State of Texas that passes a resolution by its governing body that accepts the Certificate of Formation and Bylaws of the Corporation and contracts for energy through the Corporation. Members will be ranked by annual power usage based on the previous calendar year. A “**Large Member**” shall be the top 10% of members based on annual power usage. A “**Medium Member**” shall be the next 20% of Members after the large members based on annual power usage. A “**Small Member**” shall be Members who are the remaining 70% of membership after large and medium members. Members will be defined on a bi-annual basis in even years, prior to elections based on the previous year’s annual usage.

Section 2.2. Associate Members. The Corporation may have associate members. An “**Associate Member**” is a political subdivision of the State of Texas whose governing body resolves to support the advocacy efforts of the Corporation, and pays annual dues that may be set from time to time by the Board of Directors (“**Associate Member Dues**”), but is not served under a power contract to which the Corporation is a party. Associate Members shall **not** have the right to vote on any matters of business of the Corporation, including, but not limited to, those voting rights described in Article 3 herein. The Board may, at its sole discretion, require a reinstatement fee of any Associate Member who desires to become a Member.

Section 2.3. Suspended Members. Any Member or Associate Member who is not currently served under a power contract to which the Corporation is a party shall have its membership in the Corporation suspended and shall be considered a “**Suspended Member**”.

Section 2.4. Withdrawal of Member. Any Member or Associate Member may withdraw from participation in the activities of the Corporation at any time upon thirty (30) days prior written notice to the Board of Directors, whereupon it shall cease to be a Member or Associate Member, and shall cease to be entitled or obligated to participate in the activities of all committees of the Board of Directors and shall have no further obligations as a Member; provided, however, that if such notice is given more than thirty (30) days after such Members receipt of its statement of annual dues, fees and expenses for a fiscal year, the Member or Associate Member shall be obligated to pay for the full fiscal year within which such termination is effective. Withdrawal of membership shall have no effect on power agreements to which the withdrawing entity may be contractually obligated, including, but not limited to, the payment of the Corporation’s Aggregation Fees for the duration of the then-current electric contract.

ARTICLE THREE

BOARD OF DIRECTORS

Section 3.1. General Powers; Delegation. The activities, property and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute, by the Certificate of Formation or by these Bylaws. By illustration and without limitation, included among the powers of the Board of Directors is the power to negotiate the purchase of electricity, aid or act on behalf of the political subdivisions for which the corporation is created, make contracts for the purchase of electricity, purchase electricity, and take any other action necessary to purchase electricity for use in the public facilities or by the citizens of the political subdivision or subdivisions represented by the Corporation; provided, however, no Member shall be obligated under any such contract unless the Member approves such contract.

Section 3.2. Number and Qualifications. The Board of Directors shall initially consist of fifteen (15) Directors as more particularly described in Section 3.3 herein. The Board of Directors may increase or decrease the number of Directors by a resolution of the Board, however no such resolution shall have the effect of shortening or terminating the term of a current Director. Any full-time salaried employee or elected official of a Member shall be eligible to serve as a Director. Any Director who (a) ceases to be an official or full-time salaried employee of a Member; or (b) is an official of full-time salaried employee of a political subdivision who ceases to be a Member of the Corporation, or who refuses to extend a contract authorized by the Board of Directors or who otherwise expresses a desire to exit the corporation shall immediately become disqualified to serve as a Director and shall vacate such position. Such vacancy shall be filled according to Section 3.4 herein

Section 3.3. Election and Term of Office. The Directors of the Corporation shall be selected from nominations by the Members according to the provisions of this Section 3.3. No more than one (1) nominee may be nominated by each Member. The Members shall elect six (6) Directors from nominees of Large Members (Board Positions 1-6), three (3) Directors from nominees of Medium Members (Board Positions 7-9), and two (2) Directors from nominees of Small Members (Board Positions 10-11). The remaining four (4) Directors shall be those nominees who received the greatest number of votes but were not otherwise elected (Board positions 12-15). Notwithstanding the foregoing, it is the intent of the Members that each ERCOT Zone is represented by at least one (1) Director. To that end, for example, if one ERCOT Zone is not represented by a Director after elections have proceeded according to the above provisions, then the highest numbered Board Position to be elected (*e.g.*, Board Position 15) shall go to the nominee from such unrepresented ERCOT Zone instead of the nominee who otherwise would have been elected to such Board Position. Directors shall hold office for staggered two (2) year terms and until such Director's successor is chosen and qualified, or until such Director's earlier death, resignation, retirement, disqualification or removal from office. Directors may serve any number of consecutive terms. Board positions 1, 3, 5, 7, 9, 11, 13, and 15 will be selected in odd-numbered years. Board positions 2, 4, 6, 8, 10, 12 and 14 will be selected in even-numbered years. The terms 'odd' and 'even' shall apply to the year in which such Director's term of office begins. In order to stagger the terms of office, if the initial terms of office of all Directors begin in 2011, for example, then the initial term of office for odd numbered Board Positions will be two (2) years and the initial term of office for even numbered

Board Positions will be one (1) year. At the Annual Meeting every three (3) years, the Board shall consider whether to adopt term limits.

Section 3.4. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification or removal from office of any Director or as the result of an increase in the number of Directors may be filled by the Board. Any Director appointed to fill a vacancy shall hold office until the expiration of the term of the vacating Director.

Section 3.5. Removal. Any Director absent for any two (2) meetings of the Board in a twelve (12) month period shall be automatically removed from the Board subject to the discretion of a majority vote by the Board to exclude an absence from the twelve (12) month period. Directors may be removed from office, with or without cause, by a majority vote of Directors in attendance at a meeting of the Board of Directors, but only so long as written notice that such action shall be considered is provided sixty (60) days prior to such meeting to each Director by the President or Secretary of the Board of Directors. If any Director shall violate any of the terms of Article 11 herein, such Director may be immediately removed by a majority vote of the Board.

Section 3.6. Place of Meeting. Meetings of the Board of Directors shall be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board of Directors or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 3.7. Annual Meetings. Beginning in 2011, an annual meeting of the Board of Directors (the “**Annual Board Meeting**”) shall be held in conjunction with the Annual Meeting of the Membership (“**Annual Membership Meeting**”) the first week in January (or at such other time that the Board determines to be advisable) of each year in Austin, Texas (or at such other location as the Board determines to be advisable), at such time as the Directors shall determine. At such Annual Membership Meeting, each Member shall be entitled to vote in the election of Directors and upon such other matters as may come before the Annual Membership Meeting. A quorum for the election of Directors at the Annual Membership Meeting shall be considered achieved if at least twenty percent (20%) of the total voting-eligible Members are present in person or have submitted a vote by mail, email or facsimile ballot. At the Annual Board Meeting, the Directors shall recognize new members of the Board of Directors of the Corporation in accordance with the requirements of Sections 3.2-3.5 of these Bylaws, shall elect officers, and shall transact any and all other business as may properly come before the meeting. Written or printed notice stating the place, day and hour of each Annual Membership Meeting and Annual Board Meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such meeting to each Member and Director entitled to vote at such meetings, respectively.

Section 3.8. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated by notice to all Directors. The Board shall choose a location most convenient to the Directors which shall minimize travel expenses that may be reimbursed to Directors required to travel. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation, or by these Bylaws, any and all business may be transacted at any regular meeting.

Exhibit B

Section 3.9. Special Meetings. Special meetings of the Board of Directors may be called by the President upon not less than one (1) nor more than sixty (60) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more Directors. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.10. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence of a majority of the number of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws. The act of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the Board. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall later be present, any business may be transacted which might have been transacted at the meeting as originally convened.

Section 3.11. No Compensation. Directors shall not receive any compensation for their services as Directors or as members of a standing or special committee of the Board, but may receive reimbursement for expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors (if, and to the extent, authorized by a resolution adopted by the Directors) and may receive compensation for serving the Corporation in any other capacity (if, and to the extent, authorized by a resolution adopted by the Directors).

Section 3.12. Telephone Meetings. Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, members of the Board of Directors or members of any committee designated by such Board may, unless otherwise restricted by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, participate in and hold a meeting of such Board of Directors or committee by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or read the written text of each other's communication (e.g. email communications), and participation in a meeting pursuant to Section 3.10 shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened. Annual Membership Meetings may be similarly conducted.

ARTICLE FOUR

COMMITTEES AND ADVISORY BOARDS

Section 4.1. Executive Committee of Board of Directors. The President of the Board of Directors may appoint an Executive Committee made up of Directors. Such Executive Committee shall have and exercise the authority of the Board of Directors in the management of

Exhibit B

the Corporation to the extent permitted by resolution adopted by a majority of the Directors in office.

Section 4.2. Advisory Boards or Committees. The President of the Board of Directors may designate one or more advisory boards or committees not having and exercising the authority, responsibility, or duties of the Board of Directors in the management of the Corporation. A Director must serve as the Chair, Co-Chair, or Vice Chair of any committees designated, but committee membership may be made up of employees or officials of Members and Associate Members. The President shall appoint the members of such advisory boards or committees. Any member thereof may be removed by the President whenever in the President's judgment the best interests of the Corporation shall be served by such removal.

Section 4.3. Term of Office. Each member of an advisory board or committee shall continue as such until the next annual meeting of the directors of the Corporation and until such member's successor is appointed or elected, unless the board or committee is sooner terminated, or unless such member is removed from such board or committee or shall cease to qualify as a member thereof.

Section 4.4. Chairman. Unless otherwise designated by these Bylaws, one or more members of each advisory board or committee shall be appointed chairman, or co-chairman of such committee, by the President of the Board of Directors.

Section 4.5. Vacancies. Vacancies in the membership of any advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments or elections.

Section 4.6. Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating an advisory board or committee, a majority of the whole board or committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the board or committee.

Section 4.7. Rules. Each committee of directors, or advisory board or committee, may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE FIVE

NOTICES

Section 5.1. Manner of Giving Notice. Whenever, under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, notice is required to be given to any Director, advisory board member or committee member of the Corporation, and no provision is made as to how such notice shall be given, it shall not be construed to require personal notice, but any such notice may be given in writing by hand delivery, by facsimile transmission, by electronic mail or other form of electronic communication if permitted by the Code, or by mail, postage prepaid, addressed to such director or advisory board member or committee member at such person's address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when

Exhibit B

the same shall be thus deposited in the United States mails, as aforesaid. Any notice required or permitted to be given by facsimile transmission or electronic mail or other form of electronic communication shall be deemed to be given upon successful transmission of such facsimile or electronic mail or other form of electronic communication.

Section 5.2. Waiver of Notice. Whenever any notice is required to be given to any Director or advisory board member or committee member of the Corporation under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE SIX

OFFICERS, EMPLOYEES AND AGENTS: POWERS AND DUTIES

Section 6.1. Elected Officers. The elected officers of the Corporation shall include a President, a Vice President, a Secretary and a Treasurer. So far as is practicable, all elected officers shall be elected by the Board of Directors at each Annual Board Meeting. The Board of Directors shall elect from among the Directors a President and Vice President. The Secretary and Treasurer need not be a Director.

Section 6.2. Appointive Officers. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall from time to time deem necessary, who shall exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board.

Section 6.3. Two or More Offices. Any two (2) or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 6.4. Compensation. The compensation, if any, of all officers of the Corporation shall be fixed from time to time by the Board of Directors. The Board of Directors may from time to time delegate to the President the authority to fix the compensation of any or all of the other employees and agents of the Corporation. Any officer of the Corporation who receives compensation for his or her services in such capacity shall abstain from all discussions and voting with respect to the amount or any other aspect of such compensation.

Section 6.5. Reimbursement. Members and agents, employees and representatives of members may be reimbursed out-of-pocket expenses associated with Board sanctioned activity or for routine labor costs associated with performance of activities benefiting the Corporation, such as but not limited to financial and accounting services.

Section 6.6. Term of Office; Removal; Filling of Vacancies. Each elected officer of the Corporation shall hold office until such officer's successor is chosen and qualified in such officer's stead or until such officer's earlier death, resignation, retirement, disqualification or removal from office. Each appointive officer shall hold office at the pleasure of the Board of Directors without the necessity of periodic reappointment. Any officer or agent may be removed

Exhibit B

at any time by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. If any officer of the Corporation shall violate any of the provisions of Article 11 herein, such officer may be removed by a majority vote of the Directors.

Section 6.7. President. The President shall be the chief executive officer of the Corporation and, subject to the provisions of these Bylaws, shall have general supervision of the activities and affairs of the Corporation and shall have general and active control thereof. The President shall preside when present at meetings of the Board of Directors. The President shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by statute, the Certificate of Formation or these Bylaws.

Section 6.8. Vice President. The Vice President shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. In the absence of the President, the Vice President shall have the powers and perform the duties of the President. In addition, the Vice President shall have such other powers and duties as from time to time may be assigned by the President or by the Board of Directors.

Section 6.9. Secretary. The Secretary shall see that notice is given of all annual and special meetings of the Board of Directors and shall keep and attest true records of all proceedings at all meetings of the Board. The Secretary shall have charge of the corporate seal and shall have authority to attest any and all instruments of writing to which the same may be affixed. The Secretary shall keep and account for all books, documents, papers and records of the Corporation, except those for which some other officer or agent is properly accountable. The Secretary shall generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the duties of such office shall be performed and the powers may be exercised by the Assistant Secretaries in the order of their seniority, unless otherwise determined by the Secretary, the President or the Board of Directors.

Section 6.10. Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Secretary, the President or the Board of Directors.

Section 6.11. Treasurer. The Treasurer shall be the chief accounting and financial officer of the Corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the Corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the Corporation and its various departments; shall have supervision of the books of account of the Corporation, their arrangements and classification; shall supervise the accounting and auditing practices of the Corporation and shall have charge of all matters relating to taxation. The Treasurer shall have the care and custody of all monies, funds and securities of the Corporation; shall deposit or cause to be deposited all such

Exhibit B

funds in and with such depositories as the Board of Directors shall from time to time direct or as shall be selected in accordance with procedures established by the Board; shall advise upon all terms of credit granted by the Corporation; shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts, disbursements and contributions of the Corporation. The Treasurer shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange or other commercial papers payable to the Corporation, and to give proper receipts or discharges for all payments to the Corporation. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. Any or all of the duties of the Treasurer may be delegated to one or more appointive officers or employees of the Corporation upon the approval of such delegation by the Board of Directors. In the absence or disability of the Treasurer, the duties of such office shall be performed and the powers may be exercised by the Assistant Treasurers in the order of their seniority, unless otherwise determined by the Treasurer, the President or the Board of Directors.

Section 6.12. Assistant Treasurers. Each Assistant Treasurer shall generally assist the Treasurer and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Treasurer, the President or the Board of Directors.

Section 6.13. Additional Powers and Duties. In addition to the foregoing specially enumerated duties, services and powers, the several elected and appointed officers (e.g. an Executive Director and any other employees) of the Corporation shall perform such other duties and services and exercise such further powers as may be provided by statute, the Certificate of Formation or these Bylaws, or as the Board of Directors may from time to time determine or as may be assigned by any competent superior officer.

ARTICLE SEVEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts or Orders for Payment. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President or the Treasurer of the Corporation.

Section 7.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select or as may be selected in accordance with procedures established by the Board.

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Section 7.4. Conflicts of Interest. No contract or agreement may be entered into by and between the Corporation and any of the following: (a) a director, officer, committee member, or employee of the Corporation (hereinafter an “Insider”); or (b) any corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an “Entity”) in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless (i) the transaction is approved in accordance with Section 22.230 of the Texas Business Organizations Code; and (ii) if one or more of the parties to the contract is a “disqualified person” with respect to the Corporation within the meaning of Section 4958 of the Internal Revenue Code, either (x) such transaction is reviewed and approved in accordance with the “rebuttable presumption safe harbor” provisions set forth in the regulations promulgated under Section 4958 of the Internal Revenue Code or (y) the Board of Directors or any committee thereof determines that such procedures are not necessary for the transaction involved and records its specific findings for making such determination; provided, however, that the following contracts and agreements shall not be subject to the foregoing prohibition: a wholly gratuitous transfer of assets or promise to transfer assets to the Corporation of any kind, including, but not limited to, a charitable contribution of cash or property to the Corporation, an interest-free loan, a wholly gratuitous lease, a pledge, a guarantee, an assumption of liability, a bailment, or a consignment. All Insiders shall, as a condition of qualifying and continuing to qualify as a director, officer, committee member and/or employee of the Corporation, abide by such conflict of interest policies as the Board of Directors may adopt from time to time.

ARTICLE EIGHT

ACTIONS WITHOUT MEETINGS

Section 8.1. Unanimous Consent. Any action required or permitted to be taken at any meeting of the Directors or the members of a committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Directors or all of the committee members, as the case may be. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document.

Section 8.2. Other Action Without a Meeting. Any action required or permitted to be taken at any meeting of Directors or committee members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by at least a majority (or such greater percentage as may be required for the particular action under the Texas Business Organizations Code or these Bylaws), of all the Directors or committee members, as the case may be, so long as at least twenty-four (24) hours' notice of the proposed action is sent to each director or each committee member at the address or facsimile number of such director or committee member that appears in the records of the Corporation. Prompt notice of the taking of any action by the directors or the members of a committee without a meeting by less than unanimous written consent shall be given to those directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by

law, a consent or consents signed by not less than the minimum number of directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Corporation by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Corporation having custody of the books in which proceedings of meetings are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation. A telegram, telex, cablegram or similar transmission by a director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a director or committee member, shall be regarded as signed by the director or committee member for purposes of this Section 8.2.

ARTICLE NINE

FUNDING OF THE CORPORATION

Section 9.1. Generally. The Corporation shall be funded through the collection of (a) fees assessed against Members based upon such Member's power consumption ("**Aggregation Fees**") as further described in this Article Nine; (b) Associate Member Dues assessed annually against Associate Members; and (c) specially assessed fees ("**Special Assessment Fees**") against Members or Associate Members that may be necessary to meet contractual or other legally enforceable obligations. Aggregation Fees (including Initial STAP Aggregation Fee and Initial CAPP Aggregation Fee as defined below), and Special Assessment Fees, may collectively be referred to herein as "**Fees.**" Associate Member Dues may collectively be referred to herein as "**Dues.**" The Board of Directors shall have the authority to set Fees and Dues and any penalties for failure to timely pay such Fees and Dues assessed against Members and Associate Members.

Section 9.2. Fees. In the first calendar year following the Merger, the Aggregation Fee for Members formerly members of South Texas Aggregation Project, Inc., shall not exceed \$00.001 per kWh per month (the "**Initial STAP Aggregation Fee**"). In the first calendar year following the Merger, the Fee for Members formerly members of Cities Aggregation Power Project, Inc., shall not exceed \$00.0013 per kWh per month (the "**Initial CAPP Aggregation Fee**"). After the expiration of such first calendar year, the Board shall set common Aggregation Fees for all Members sufficient to support the Corporation's annual budget. Associate Member Dues shall be one cent (\$00.01) per capita or \$1,000.00, whichever is greater, to be assessed annually in January. Associate Members without resident populations shall be assessed \$1,000.00 annually.

Section 9.3. Statements. Aggregation Fees shall be billed to Members on a monthly or other periodic basis by the Retail Electric Provider that is party to the current power supply agreement. Associate Member Dues shall be billed annually in January or on a pro rata basis in the month a political subdivision becomes an Associate Member. Special Assessment Fees, other fees and expenses ("**Expenses**") shall be billed to Members and Associate Members as may be appropriate. The Board shall determine due dates for Fees and Expenses.

Section 9.4. Books and Records. All Members of the Corporation shall have reasonable access to the books and records of the Corporation, including financial statements and budgets and audits. Notwithstanding the foregoing, the Board of Directors may adopt policies that

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provide reasonable protection against the unreasonable disclosure of information. The Corporation's accounting shall adhere to the Generally Accepted Accounting Principals and shall be based upon the calendar year beginning January 1st and ending December 31st.

ARTICLE TEN

INDEMNIFICATION

Section 10.1. Liability. A Director, officer, employee or agent of the Corporation who performs his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under the same or similar circumstances, shall not have any liability for an action taken or omission made by such Director, officer, employee or agent of the Corporation in that person's capacity as an Director, officer, employee or agent of the Corporation. No Director, officer, employee or agent shall be liable for any action take or omitted by another Director, officer employee or agent.

Section 10.2. **INDEMNIFICATION**. EACH PERSON WHO AT ANY TIME SHALL SERVE, OR SHALL HAVE SERVED, AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, OR ANY PERSON WHO, WHILE A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, EMPLOYEE, AGENT OR SIMILAR FUNCTIONARY OF ANOTHER FOREIGN OR DOMESTIC CORPORATION, PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST EMPLOYEE BENEFIT PLAN OR OTHER ENTERPRISE, SHALL BE ENTITLED TO INDEMNIFICATION AS, AND TO THE FULLEST EXTENT, PERMITTED BY, ARTICLE 1396 SECTION 2.22A OF THE TEXAS NON-PROFIT CORPORATION ACT OR ANY SUCCESSOR STATUTORY PROVISION, AS FROM TIME TO TIME AMENDED, SUCH ARTICLE OR SUCCESSOR PROVISION, BEING INCORPORATED IN FULL IN THESE BYLAWS BY REFERENCE. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE TO BE INDEMNIFIED MAY BE ENTITLED AS A MATTER OF LAW OR UNDER ANY AGREEMENT, VOTE OF DISINTERESTED DIRECTORS, OR OTHER ARRANGEMENT. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

ARTICLE ELEVEN

CODE OF CONDUCT

Section 11.1. Policy and Purposes. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices;

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that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 11.2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the first degree by affinity (marriage relationship) or consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first degree by affinity or the first degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board. It is specifically recognized that as an official or employee of a public entity, that person's primary loyalty is to the political subdivision that employs them. It shall not be a conflict of interest for said Board member to express opinions or vote in a manner that reflects the self-interest of the public entity that the Board member represents.

Section 11.3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit

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to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(i) not more than one honorarium is received from the same person in a calendar year;

(ii) not more than one honorarium is received for the same service; and

(iii) the value of the honorarium does not exceed \$50 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services.

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 11.4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 11.5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of an person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE TWELVE

MISCELLANEOUS

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Section 12.1. Dividends Prohibited. No part of the net income of the Corporation shall inure to the benefit of any private individual and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. Notwithstanding the foregoing, the Corporation may reimburse reasonable expenses as provided in Sections 3.11 and 6.5.

Section 12.2. Loans to Officers and Directors Prohibited. No loans shall be made by the Corporation to its officers or Directors. Any Directors voting for or assenting to the making of any loan to a Director or officer which is prohibited by the Texas Business Organizations Code and Texas Non-Profit Corporation Act, and any officer participating in the making thereof, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

Section 12.3. Amendments. These Bylaws may be amended or repealed, or new bylaws may be adopted, at any meeting of the Board of Directors by the affirmative vote of a majority of the number of the Directors then in office. Notwithstanding the foregoing, notice of the proposed amendment, repeal or adoption must be contained in the notice of such meeting; provided, however, that the foregoing notice requirement shall not prohibit the Board of Directors from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

Section 12.4. Fiscal Year. The fiscal year of the Corporation shall be based upon the calendar year beginning January 1st and ending December 31st.

Section 12.5. Seal. The Corporation's seal, if any, shall be in such form as shall be adopted and approved from time to time by the Board of Directors. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, imprinted or in any manner reproduced.

Section 12.6. Gender. Words of either gender used in these Bylaws shall be construed to include the other gender, unless the context requires otherwise.

Section 12.7. Invalid Provisions. If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

Section 12.8. Headings. The headings used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

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ARTICLE THIRTEEN

DISSOLUTION

The resolution to dissolve the Corporation may only be made by a three-fourths ($\frac{3}{4}$) vote of the Members of the Corporation, with each Member receiving one (1) vote. Such dissolution will thereafter be governed by the Code.

* * * * *

The undersigned, being the duly elected and qualifying Secretary of the Corporation, hereby certifies that the foregoing Amended and Restated Bylaws of the Corporation were duly adopted by the Board of Directors of the Corporation on December 9, 2010.

_____, Secretary

PROFESSIONAL SERVICES AGREEMENT BETWEEN

CITY OF HUTTO AND TEXAS COALITION FOR AFFORDABLE POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and City of Hutto (“MEMBER”), a TCAP member.

SECTION 1 DURATION:

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will

designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power

development opportunities beneficial to its MEMBERS, including renewable projects (each, a “Power Project”).

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER’S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP’s SHP, and TCAP will function as MEMBER’s electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER’S CESA (the “CESA Energy Price”). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager’s estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER’S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER’S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER’S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP’s portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues. TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

4. Information Services

TCAP maintains a member web site, www.tcaptx.com. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION:

A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 10 DEFINITIONS:

“Annual Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

“Energy Manager” means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

“Power Project” means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

“Project Addendum” means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

“QSE Services Fee” means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

“Quarterly Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

“Retail Electric Provider” or “REP” means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

“Strategic Hedging Program” or “SHP” means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

Exhibit C

EXECUTED on this the ____ day of _____, 2024.

MEMBER:

By: _____

Printed Name: James Earp

Title: City Manager

TCAP:

By: _____

Printed Name: _____

Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

(SHP)

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the **"Agreement"**), is entered into between Gexa Energy, LP (**"Gexa"**), a Texas limited partnership, and **City of Hutto** (**"Customer"**). Gexa and Customer may be referred to individually as a **"Party"** or collectively as the **"Parties"**.

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider (**"REP"**) for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a **"Scheduling Failure"**) the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. (**"TCAP"**), and has entered into the Professional Services Agreement (the **"PSA"**) authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the **"Term"**). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP (**"Termination Notice"**). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.4 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the **"Delayed Effective Date Period"**), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the **"Delayed Effective Date Electricity Amount"**). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to

provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

- (a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:
 - (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
 - (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.
- (b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner

specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.

- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and

historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

- b. If to Gexa:
 Gexa Energy, LP
 20455 State Highway 249, Suite 200
 Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

- b. If to Gexa:
 Gexa Energy, LP
 20455 State Highway 249, Suite 200
 Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP” or “Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.

18. **"PUCT"** means Public Utility Commission of Texas.

19. **"Project Settlement Payment"** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **"QSE Services Fee"** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **"REP Services Agreement"** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **"REP Services Fee"** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **"Taxes"** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **"TCAP"** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **"TDSP"** or **"Transmission and Distribution Service Provider"** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

"

Attachments:

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below):	GEXA:
City of Hutto	Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed: James Earp	Printed:
Title: City Manager	Title:
Date:	Date:

State-Required Acknowledgement of Risk

(Market Energy Index and Holdover Pricing)

Customer hereby agrees and acknowledges that the Energy Price (per unit) charged with respect to the ESI IDs will be based on ERCOT wholesale energy prices in these cases: during the Term, Customer pays Gexa Energy the Energy Price (per unit) under an energy index or market price structure; and/or after the end of the Term, Customer pays Gexa Energy the greater of the Energy Price (per unit) or the aggregate weighted average of the Market Rate (per unit), as such terms are defined in the CESA.

Accordingly, the undersigned, on behalf of Customer, hereby acknowledges and agrees as follows: **I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices.**

(Ancillary Service Charges)

If costs and charges for Ancillary Services Charges are Pass-Through Charges or subject to reconciliation or adjustment pursuant to Section 2 of the CESA for which Customer is required to pay, Customer hereby agrees and acknowledges that such costs and charges are variable and potentially volatile.

I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges.

Customer Name: City of Hutto
AUTHORIZED SIGNATURE: _____ PRINT NAME: <u>James Earp</u> TITLE: <u>City Manager</u> DATE: _____

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a “good” as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer’s ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer’s ESI ID(s). Once the electric energy is delivered to Customer’s ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (“**Force Majeure Event(s)**”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer’s release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “**Receiving Party**”) shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the “**Disclosing Party**”) except for disclosures to Authorized Parties or as required by law. “**Confidential Information**” means information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer’s account and billings. “**Authorized Parties**” means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties’ affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“**Event of Default**”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



For Cities – By Cities

Making a Powerful
Choice

Texas Coalition for Affordable Power



Who is TCAP?



161 Members

88 Members – North Zone

46 Members – South Zone

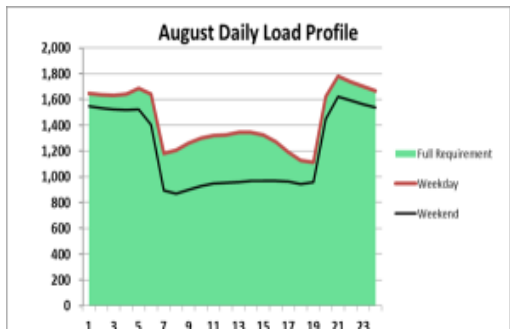
13 Members – West Zone

14 Members – Houston Zone

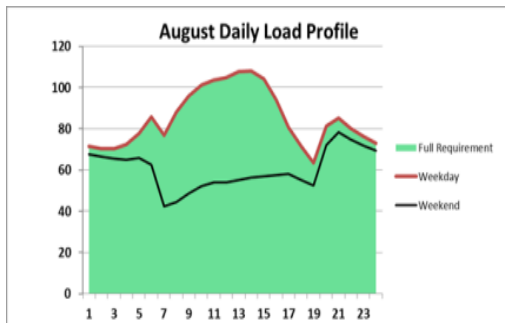


WHY TCAP?

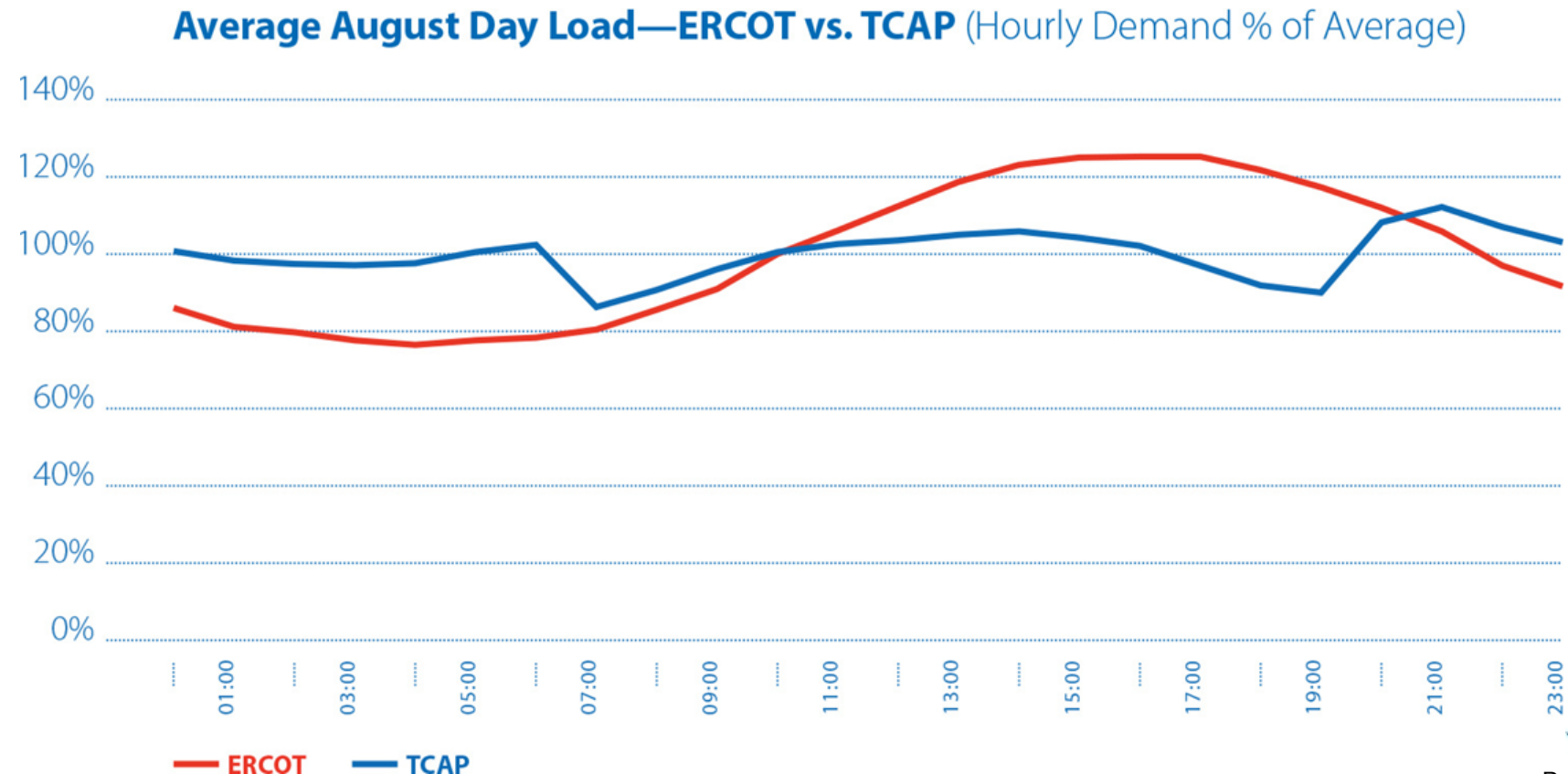
- Non-profit organization
- Buy in Wholesale Market
- Pool 1 billion kWh of energy to negotiate low rates
- Attractive Load Profile (city overnight usage)



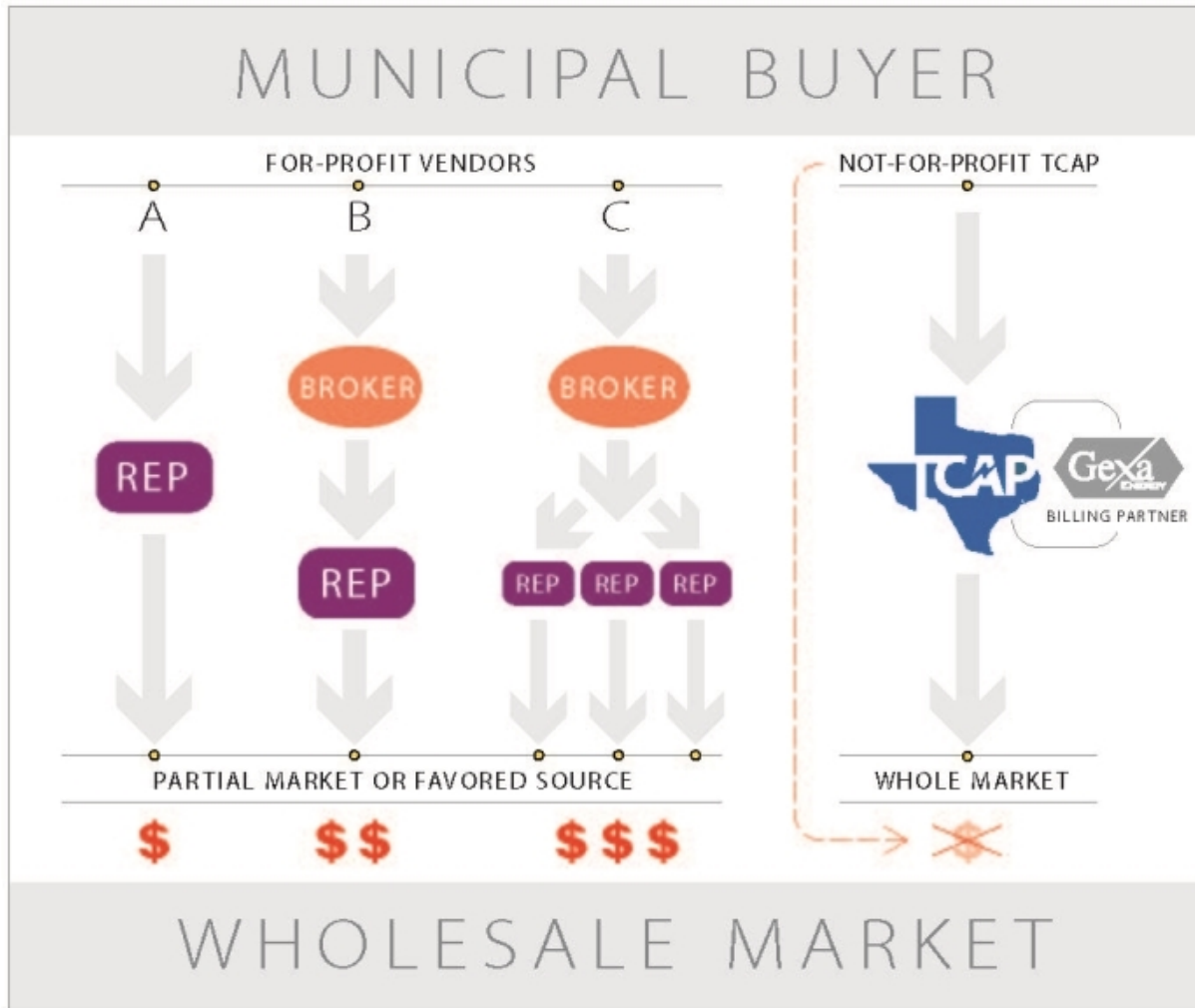
Member A



Member B



Uniquely Different



Local Government Code

- Section 304
Energy Aggregation for Local Governments
- Section 252.022
Exempts electricity from bidding requirements

Bifurcated Contract

- Buys in wholesale market
- REP only a billing partner
- Can change REP and not lose price

Membership Services

- Annual budget estimates
- Help with state reporting
- Access to Energy consultants
- Review of renewable contracts
- Energy conservation programs
- TCAP billing portal
- Monthly webinars
- Peer elected Board of Directors

Contracting

- Fixed Price, Fixed Term Contracts

Pro - Energy price fixed for up to 5 years (excludes TDSP prices)

Pro – Can plan energy portion budgets 5 years out

Con – Pick one day in the year to make 5 years of purchases

Con – Not able to take advantage if energy prices fall

- SHP – Strategic Purchasing

Pro – flexible, can take advantage of market

Pro – take advantage of falling prices

Pro – can lock in a contract if market or city changes mind

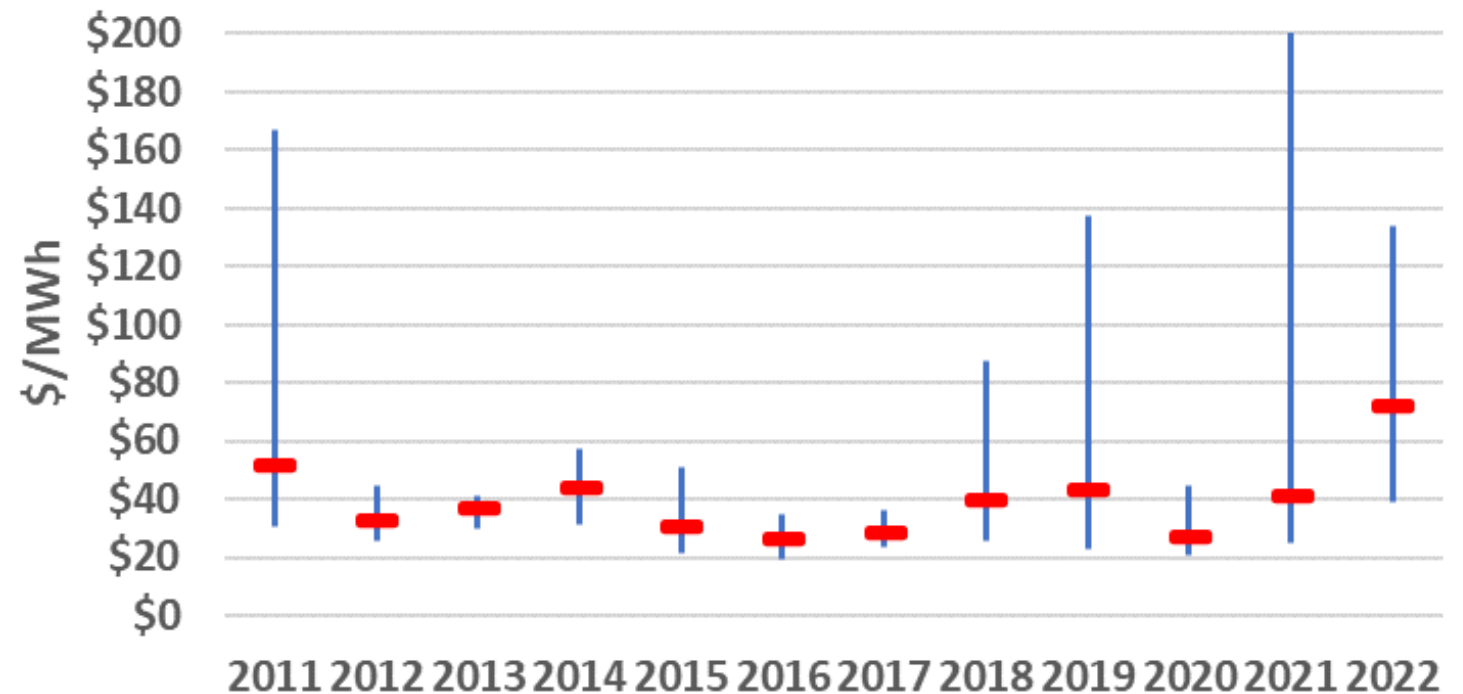
Con – energy only prices are fixed for 1-year periods only

Con – energy prices could be higher one year than previous

SHP - The Average Is Much More Stable

Price Range Varies Greatly by Year
But Average Pricing is Much Less Volatile

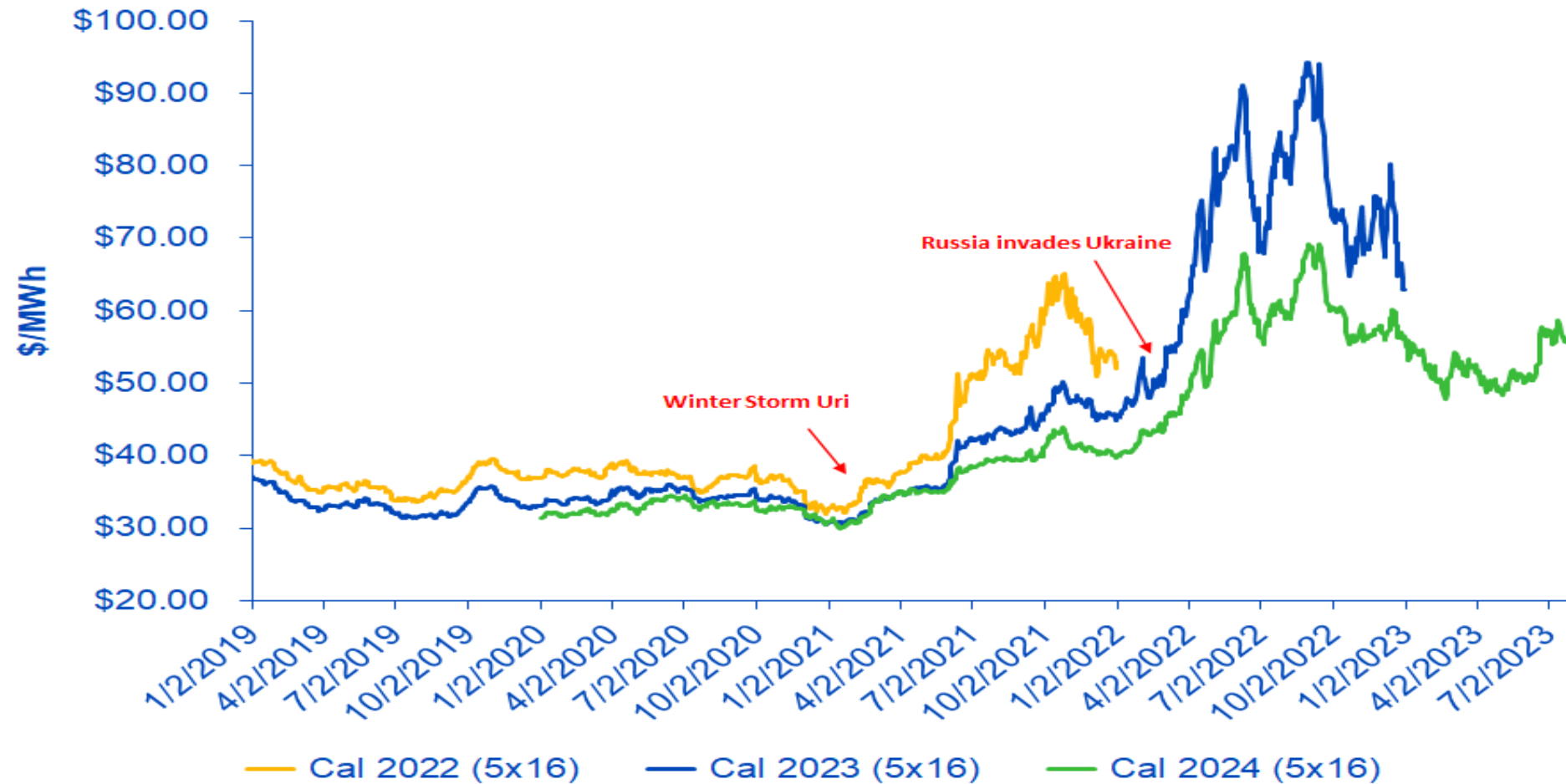
Monthly High/Low/Avg Price - North Zone
Day Ahead Market



2021 Max Price was \$1,586/MWh due to Winter Storm Uri
2021 Average Price Excludes Winter Storm Uri Impacts

Electricity Prices

ERCOT NORTH HUB FUTURES PRICING
During On Peak Hours (Weekdays 6AM-10PM)



ERCOT Pricing Pattern Dynamics

Why Does Pricing Change Over Time?

Current Year or Next Year: Prices Often Higher in Immediate Next Year Reflecting Uncertainty Created by Current Market Problems and Issues

Two Years out: Market Feels Short Term Problems will be Resolved. Carrying Charges and Market Premium are Low. Typically, **A Good Time to Buy.**

More than Two Years: Prices Increase Over Time Reflecting Carrying Costs of Procurement for Future Needs and Risk Premiums for future market uncertainty

SHP Mechanics – What is Different?

- **Ultra-Competitive RFP Process for Procurement**

Multiple RFPs for Each Year's Procurement to Mitigate Price Risk

- **Periodic Procurements**

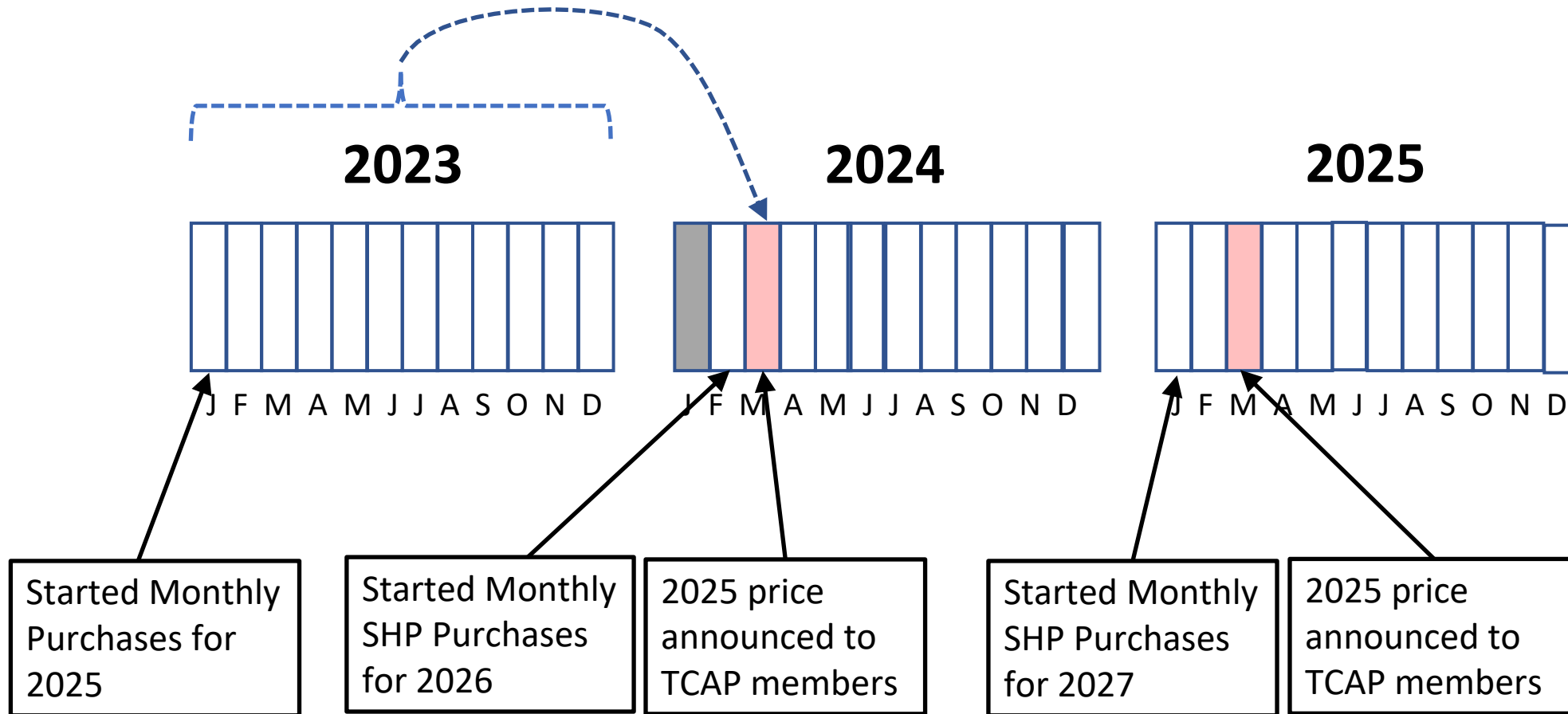
Avoids the “All-In” Guess of a Single Fixed Price Multi-Year Deal

- **Fits Member Needs**

Timely – Price known Prior to Fiscal Year Budgeting Needs

Market Competitive – Avoids Having To Explain a Long Term Out of Market Price to Citizens

SHP – Timeline

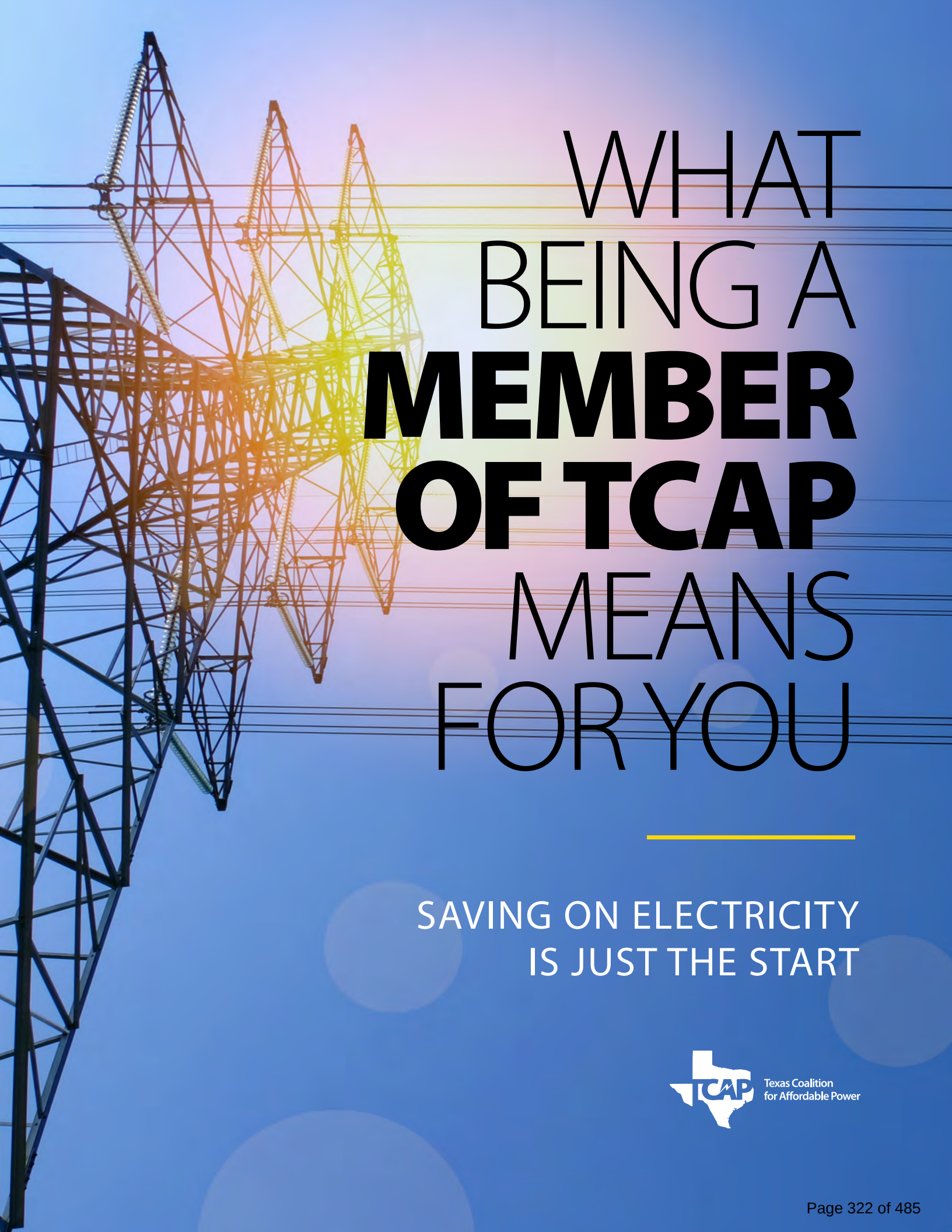


Ancillary Service Costs

- ERCOT continues to spend money to buy more of these products.
 - Used for extra capacity in the market
- Prior to Uri - \$2.15 MW
- Typically - \$4.00 MW
- Spiked to \$15.38 MW in August
- TCAP has entered into an agreement with Broad Reach Power
 - leading utility-scale battery storage
 - fixed price over a five-year period.
- Contract allows for renegotiation when ERCOT adds more ancillary services to market.

QUESTIONS?

Margaret Somereve
msomereve@tcaptx.com
972-764-3136



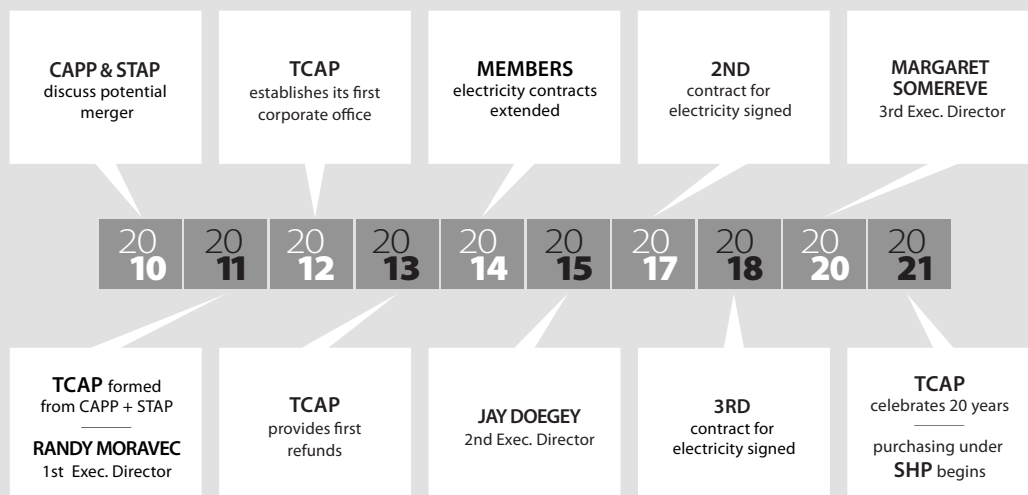
WHAT BEING A **MEMBER** **OF TCAP** MEANS FOR YOU

SAVING ON ELECTRICITY
IS JUST THE START

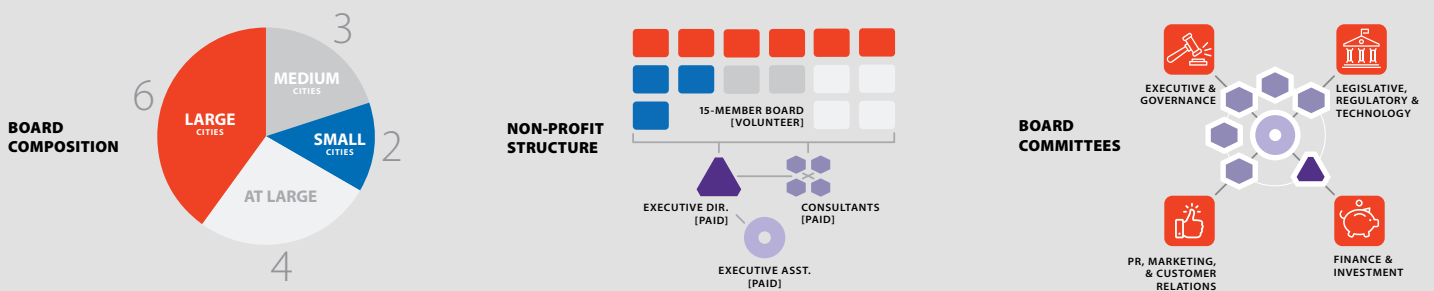


It means you're entitled to know a bit about us

Since TCAP's formation in 2001 through the merger of the Cities Aggregation Power Project (CAPP) and South Texas Aggregation Project (STAP), the organization has blossomed and grown to serve over 160+ cities and political subdivisions.



Board Composition TCAP is your organization. The 15-member board is elected by the general membership to alternating, two-year terms and comprises representation from large-, medium-, and small-kWh-load cities and at large positions based. **Elected Officers** Officers are elected yearly at the Annual Board Meeting. The officers are President, Vice President, Treasurer, and Secretary. **TCAP Staff** Is led by an Executive Director appointed by the TCAP Board of Directors to oversee everyday operations. **Committees** Committee members serve as sounding boards and idea generators whose input enhances the organization's overall effectiveness.



Although not a large or complex organization, there are aspects of the operation about which we choose to be thoroughly transparent. Our complete articles of incorporation and bylaws can be found at tcaptx.com/aoi.



It means you should expect more

Whether you are a prospective or new member, our purpose here is to provide you with a high-level overview of how TCAP helps cities and political subdivisions combine their purchasing power to get the kind of competitive rates normally available only to Texas' largest cities. Here's what members can expect from participation in TCAP:

- *Complete operational and financial transparency*
- *Engagement with your peers*
- *The ability to run for board positions as well as voting for peers to represent you*
- *A voice in Austin on matters that affect political subdivisions and the energy market*
- *Professional help with any electricity matters and state reporting requirements*
- *Access to consultants whose expertise guides and informs TCAP decision making*
- *Assistance with electricity conservation, backup generation, related services, and energy cost-reduction strategies*
- *Knowing TCAP is your partner in finding savings— not profit*

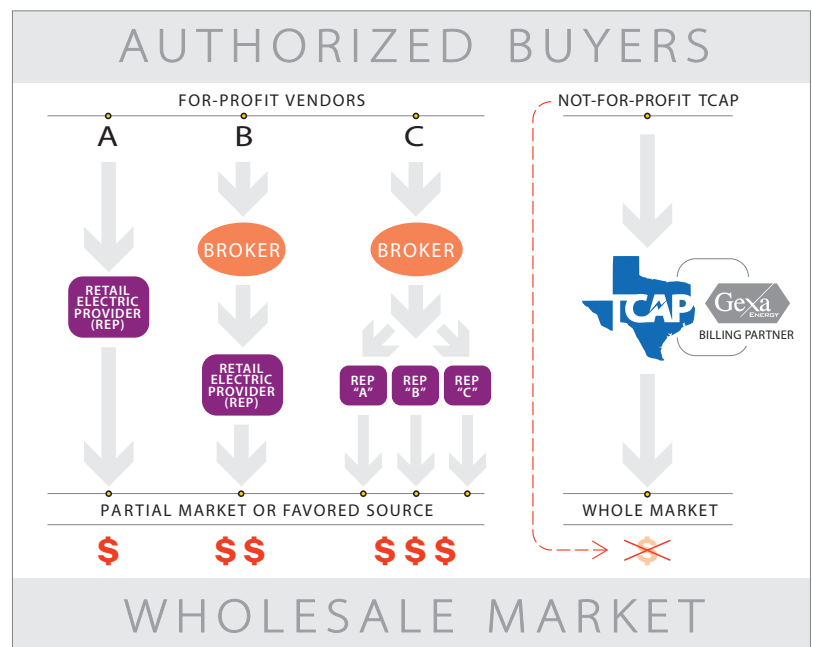
On the following pages we will also share how the Texas deregulated market works, how the power grid works, how demand response works, as well as provide a glossary that explains industry jargon and acronyms.

It means you have probably dodged a bullet

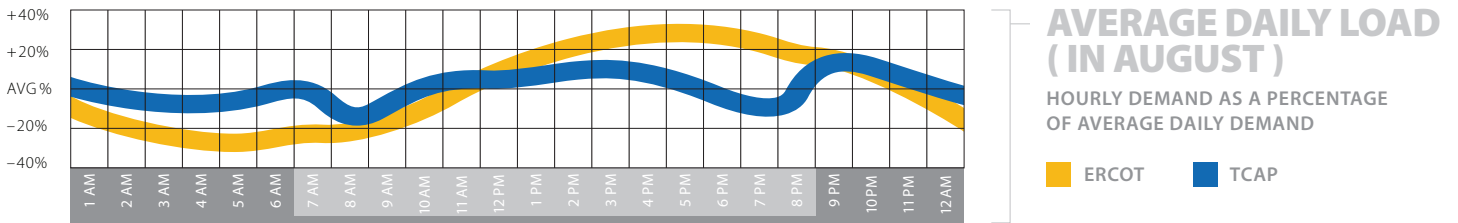
What motivates the for-profits electricity providers to go after you so aggressively? The reason is easy to understand. They would love to have you on board—more so than almost any other potential client—because political subdivisions don't go out of business. That's why they'll do almost anything to get you locked into as long a contract term as possible and why you'll have so many friendly, for-profit retail electric providers (REPs) and brokers come knocking on your door trying to woo and win you.

This chart may help you better understand the dynamic. In parts of Texas where selling electricity is open to retail competition, Retail Electric Providers (REPs) buy electricity and related services at wholesale, then sell it to you at a profit.

Energy Brokers buy from REPs adding an additional layer of cost. They will often come offering to act as consultants on your behalf, providing "expert advice," helping you choose a REP, or pushing you to release an RFP to ensure you get "the best deal" from "qualified" REPs. Interestingly, though, they often have under-the-table deals with the very REPs they recommend which is added into the price you pay. They receive an annual fee as a commission for having helped write your RFP and then helping you evaluate the results.



What frustrates us as a not-for-profit that is simply trying to help cities is that these brokers often conceal their fees inside the energy prices they offer, then point to TCAP's "big" aggregation fees. In truth, their hidden broker fees can be 5-10 times higher than the minimal annual fee we collect that simply enables us to manage our day-to-day operations on behalf of our 160+ political subdivision membership. TCAP goes to the very same wholesale market as do the REPs, but TCAP does not receive any commission or earn a profit.



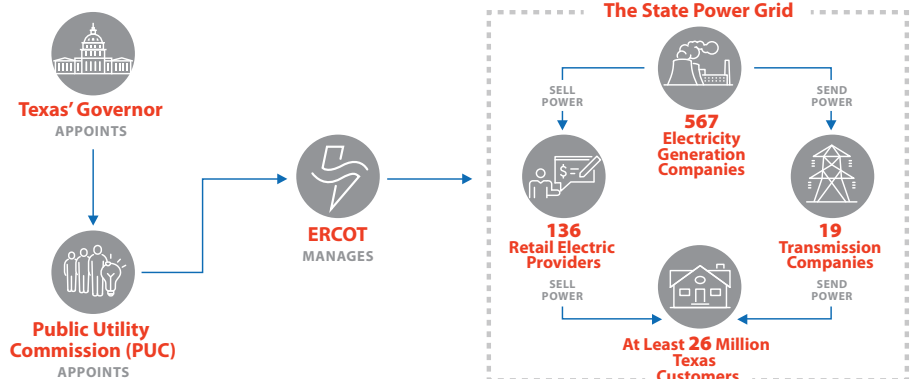
It means you will be saving money

Two of the simplest concepts behind TCAP's ability to negotiate advantageous prices for its member are: 1) Just like the big cities, the combined load we negotiate pricing for gives us similar buying clout and, 2) as is clear from the chart above, the times of day when cities have their highest and lowest usages are pretty much the direct opposite of those times of day when the general user market demands the most.

We know this scenario well. For example, TCAP members use more energy in the overnight period when demand is lower as are prices. This is due, in large part, to street lighting and water pumping usage. As an aggregator, TCAP is therefore able to blend its members' combined load to deliver an overall lower price. Thus TCAP's aggregate load, political subdivision-centric constituency, and unique contract provisions enable it to offer its members pricing typically unavailable to individual political subdivisions. This, in addition to the fact that TCAP is uniquely allowed to purchase direct in the wholesale market, enables us to compete on a level playing field with larger players.

... and are learning how the system works

How Texas' Power Grid Works





It means you have access to great resources

Gexa is not only TCAP's billing partner, but has also proven to be a valuable resource to its members, providing energy audits at no cost through Gexa Energy Solutions. These audits have benefited several members who have gone on to improve their infrastructure, lighting, building performance, and discovered other efficiencies as well.

Most consumers of electricity search for the best per kWh contract rate. But what's missing from their calculus is the amount of energy they are using—or sometimes squandering—unknowingly.

Gexa is one of the few energy supply companies that helps customers manage both parts of that equation. They help TCAP customers determine best energy savings strategies and work to solve efficiency issues by financing our members' electrical infrastructure upgrades so the investment is paid back rapidly through the savings derived. Benefits Gexa offers to TCAP members include: no initial cash outlay; reduced electricity consumption; maintenance interruptions avoidance; potential tax benefits; and no penalty for early payoff.

Some examples of the ways Gexa has increased efficiencies for TCAP's members and saved their city and political subdivision constituencies money include: **Lighting Upgrades** — LED conversion, BMS integration, occupancy sensors, daylight harvesting; **On-Site Generation** — PV solar, battery storage, capacity management, and automated curtailment; **Building Performance Analytics** — ENERGYSTAR® benchmarking, excess energy usage alerts, facility task management, and equipment monitoring; and **HVAC Upgrades** — boilers and chillers, rooftop units, smart thermostats, BMS installation and calibration, and air handlers.

It means you might find more savings

TCAP partners with Gexa to offer eligible members the ability to save money by strategically limiting their loads via one of three “Demand Response” programs that help you reduce your “regulated” costs. Gexa will work with you to determine which of these programs will save you the most money on your regulated energy costs, improve your overall operational efficiency, and reduce your greenhouse gas emissions.



4CP

4CP stands for 4 Coincident Peak, a program that enables participating members to reduce their transmission and distribution charges for the following year by curtailing load during each of ERCOT’s four 15-minute coincident peak events in June, July, August, and September of the current year. Customers must have interval meters with peak loads in excess of 100 kilowatts.



EDR

EDR stands for Economic Demand Response, which saves members dollars in the form of bill credits by allowing Gexa to limit their energy consumption during specific periods when real-time market prices are at their very highest. Upon notification of an approaching event, you decide whether or not to participate on a case-by-case basis depending on your situations and needs.



ERS

ERS stands for Emergency Response Service. This program allows participating members to get paid for standing ready to reduce their load by a pre-defined amount whenever directed by ERCOT to do so. Such demand reduction is mandatory and must be done within 10-30 minutes of ERCOT notification that an emergency exists so that you have time to respond.



ERCOT & THE DEREGULATED MARKET

In 1999, some years after deregulating the state’s wholesale power system, the Texas Legislature adopted a law that deregulated much of the retail electric system, taking effect in 2002. So, today in Texas we have competition in the electricity wholesale market — that is, between owners of big power plants and among providers of electricity at the retail level. However, the transmission and distribution (wires) system remains regulated.

It means you get to see real-life case studies



See how the partnership between TCAP, the City of Everman, and Gexa resulted in an estimated \$2.2MM in savings by replacing aging water meters and refining processes.

When the City of Everman realized it was losing millions of gallons of water monthly due to aging mechanical meters and the clumsy and inaccurate process of meter reading that require three employees three days each month to perform. That's when it turned to Gexa Energy Solutions for help. According to Michael Gunderson, Everman City Manager at that time, "Like many small cities with limited resources, some of our processes remained somewhat antiquated." Gexa conducted analyses of both the city's meter reading processes and its overall electric consumption and recommended replacing nearly 2,000 water meters as well as upgrading the existing lighting at its City Hall, Police Station, Fire Station, Library, Annex, and other city-services locations—even offering to provide financing.

City Council approved the project. And the result? Over \$86,000 saved in year one alone: \$65,700 in lost water meter revenue, \$2,700 in meter read savings, \$15,000 in lighting energy savings, and \$2,800 in lighting maintenance savings—an estimated \$2.2MM in savings projected over 20 years.

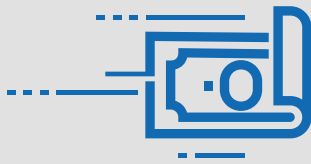
“Today we can read our meters in one day in any weather. The labor savings is huge. And with same day readings every month, our data is more accurate, consistent, and we have fewer customer complaints.” — Mike Gunderson, City Manager

By partnering with Gexa Energy Solutions at TCAP's suggestion, the City of Everman will save for decades to come.

As you can see from the Everman case study, there are often significant ways to save money with TCAP. And as you'll also discover below, there's good reason for prudence. We understand the for-profits have to make money and we don't begrudge them that. After all, this is America and we support free enterprise. But the Texas deregulated market is the Wild West with unscrupulous people out there. Be alert. Get educated.

CITY A

- ✓ Hires Broker For RFP
- ✓ Contracts For 77Months
- ✓ Overpays by \$1.5M



	Broker	TCAP
Fees	.00150	.00080
\$ / kWh	.04109	.03508
\$ Difference over 77 months	\$ 1.5M	\$ 0

City A hired a broker to write an RFP for its electricity. They paid the broker a fee of .0015/kWh for the life of the contract. The "winning" price was .039591/kwh for 77 months—or .04109 kWh for the next 6-1/2 years. If the City had chosen TCAP, the price would have been 0.03490 inclusive of TCAP's aggregation. Therefore they're paying, at minimum,* \$1.5 million dollars more over the term of their contract.

* City C may end up paying 0.0003-0.0005/kWh more if they require "more" services than the broker deems "standard." TCAP's aggregation fee is inclusive of all services.

CITY B

- ✓ Builds New City Hall
- ✓ Pays To Delete / Add Meters
- ✓ Higher Rate At New Meter



	Broker	TCAP
Pay to delete old meter	✓	—
Pay to add new meter	✓	—
Higher rate for new service	✓	—

City B procures a multi-year contract through a Retail Energy Provider (REP). The city builds a new, highly energy-efficient City Hall directly across the street from the old one. The contract language requires that the City pay a penalty for deleting the meter at the old City Hall. It also requires them to pay an "add" charge for the meter at the new building. The final bit they failed to notice in the language was that the rate they thought they'd "locked in," but surprise, the new building is billed at a higher rate. TCAP, on the other hand, has no meter add or delete charges, pooling loads across its membership to absorb the financial impact of routine operational changes.

CITY C

- ✓ Hires Broker For RFP
- ✓ Only Does RFP
- ✓ Pays 5x more for 1 service

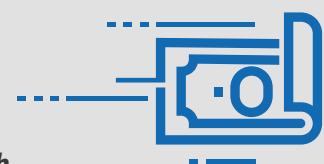


	Broker	TCAP
Write RFP	✓	✓
Budget Support	—	✓
Regulatory Reporting Help	—	✓
Legislative Lobbying	—	✓
Billing Assistance	—	✓
Adds/Deletes	—	✓
Access Expert Consultants	—	✓
Fee	\$.0040	\$.0008

Based on historic usage, **City C** will pay approximately \$60,000 every year for the broker's provided RFP and presentation of bid results. TCAP's \$0.008 aggregation fee would have cost the City less than \$12,000 per year, including a full spectrum of services and access to TCAP's industry expert consultants—none of which the broker offers.

CITY D

- ✓ Hires Broker For RFP
- ✓ Contracts for 5-Years
- ✓ Pays 13.6% More Per kWh



	Broker	TCAP
\$ / kWh for a 5-year	.03769	.03319
\$ Difference	+ 13.6%	0

City D will pay 13.6% more for having a broker develop a simple RFP while providing zero additional services. Included in TCAP's aggregation fee (lower than most brokers' fees, is a full spectrum of services as well as access to TCAP's paid, industry expert consultants and help with any electricity matters and state reporting requirements.

A-D are real life case studies. We chose to protect the anonymity of the subjects to protect the identities of our confidential sources.

It means we will educate and inform you

AGGREGATOR An entity that aggregates the load of individual metered site customers to improve market offerings and obtain better prices and services. There are very few aggregators in the market, but many brokers call themselves “aggregators”.

AMR METER Automated meter – used for accounts to measure daily and inter-day usage and provide remote transfer of meter data on a real-time basis.

ANCILLARY SERVICES Services required to ensure that the interconnected electric system is operated in a reliable manner that provides a satisfactory level of service with acceptable levels of voltage and frequency.

BILLING DEMAND A measure of demand for an account that is most often used for billing purposes. Billing demand can adjustments that may result in billing based on a demand that is different than actual metered demand.

BLOCK ENERGY An electric purchase structure whereby a buyer/user purchases a wholesale fixed amount of power for a specific time period at a fixed rate to stabilize portions of the electric price. Typically block purchases are used to cover minimum needs over the time period being covered by the block.

BROKER Party that sells or arranges the sale of energy commodity and is directly compensated by an energy supplier. A broker is essentially an agent for one or many REPs.

CAPACITY Peak measure of instantaneous electric usage. Capacity can refer to the amount of electric generation available, the maximum transfer amount of an electric line, or other such meanings.

COMBINED CYCLE The combination of gas turbines and steam turbines in an electric generation plant that employs more than one thermodynamic cycle. Typically the waste heat from gas turbines is used to make steam that drives a steam turbine. This increases energy efficiency of the plant.

CO OP (OR CO-OP) A cooperatively member owned utility that typically serves rural customers. Texas’ electric cooperatives serve 2 million homes and businesses in rural and suburban areas of the state.

CRR Congestion Revenue Rights (CRRs) are financial instruments that result in a charge or a payment to the owner when the ERCOT transmission grid is congested in the Day Ahead Market (DAM) or the Real-Time market.

DAM Day Ahead Market - Matches willing buyers and sellers, subject to network security and other constraints, whereby energy is co-optimized with Ancillary Services and certain CRRs.

DISTRIBUTION COST Local utility charges for delivering electricity through the local distribution system (wires) – represents a portion of the total electric gas bill.

DEMAND The amount of instantaneous electric power in MW being utilized by customer(s) at any specified point or collection of points on a system.

DC TIE Direct Current ties between ERCOT and non-ERCOT electric transmission systems in a non-synchronous manner. DC ties in ERCOT are used to transfer power in and out of the ERCOT grid in a manner that avoids federal regulation.

ESI ID (“Easy ID”) Electric Service Identifier- the basic identifier assigned to each Service Delivery Point (meter) used in the registration and settlement systems managed by ERCOT.

ERCOT Electric Reliability Council of Texas. A Texas nonprofit corporation that has been certified by the PUCT as the Independent Organization for the ERCOT Region and manages both the power grid and wholesale and retail electric market in the majority of Texas.

ERS Emergency Response Service - An emergency service procured by ERCOT from end users used to reduce system demand during an Energy Emergency Alert (EEA) to assist in maintaining or restoring the ERCOT System. Loads bid into the ERS program and, if chosen, are paid to stand ready to reduce demand for agreed periods of time if requested.

ESCO Energy Service Company - An ESCO provides services to end users that allow them to reduce energy usage and/or save money on their electric bills through facilities retrofits and industry programs.

FERC Federal Energy Regulatory Commission. A US federal agency created to regulate rates, markets and operations of interstate wholesale and retail gas and electricity transactions.

FORWARD MARKET Prices of energy today for delivery in the future. Prices available on futures exchanges such as NYMEX.

FULL REQUIREMENTS Contract structure whereby supplier provides all usage requirements for a customer for a specific term at an agreed price.

INDEPENDENT CONSULTANT Energy consultant who is objective and is compensated directly and solely by the end user and not the supplier.

IDR METER Interval Data Recorder - A metering device capable of recording energy in discrete usage intervals and storing that data.

IOU Investor owned utility. A for-profit utility company that provides sales and/or transportation of utility services (typically electricity and natural gas) to end users. IOUs are most often monopoly providers that agree to rate regulation as a surrogate for competition.

KILOWATT (KW) A measure of usage demand equal to one thousand watts. A metric for measuring the peak electricity flow to a customer meter over a specified period of time and often used as a component of billing.

KILOWATT HOUR (KWH) The amount of kilowatts used in one hour. If a customer uses 100 kw an hour for two hours the total kilowatt hours for the two-hour period would be 200 kwh. As with kilowatts, kWh are often used as a component of billing.

LOAD PROFILE A representation of the energy usage of a customer or group of customers over time, often showing the demand variation on an hourly or sub-hourly basis. Since the price of energy varies by hour the usage pattern of the customer can be important in determining the cost of power.

LMP Locational Marginal Price. See definition of Nodal Market.

MEGAWATT (MW) A measure of demand equal to 1000 kW.

MEGAWATT HOUR (MWH) A measure of usage equal to 1,000 kWh.

MIL A unit of measure for electric rates equal to 0.001 of a U.S. dollar or one tenth of a cent.

MOU Municipally Owned Utility - A utility owned, operated, and controlled by a City or similar political subdivision, which is typically governed by a City Council or municipal utility board. In Texas, original jurisdiction over MOU rates resides at the City level but can be appealed to the Texas Public Utility Commission.

NERC National Energy Regulatory Commission - Oversees the Regional Transmission Organizations around the country that engage in interstate commerce. Essentially, this includes every state electric grid except ERCOT, Alaska and Hawaii as well as natural gas pipelines and distribution systems that engage in interstate transmission and or sales.

NODAL MARKET A nodal market is one that establishes a discrete price of energy (Locational Marginal Price or LMP) at numerous individual nodes of the electric grid based on generator bid prices and modeled flow dynamics of the transmission system. Nodes can

represent generation points, load usage points, or other points as modeled in the software systems used to develop LMP prices.

NOIE Non-Opt-In Entity. In ERCOT a NOIE is a utility that has not opted into the retail competition market and is limited to MOUs, Co-ops and River Authorities.

PEAK DEMAND NCP The peak usage of a metered electric account over a set period of time. NCP (or Non-Coincident Peak) Demand is the actual highest use of the metered account over a period of time, often monthly.

PEAK DEMAND 4CP 4CP (Four Coincident Peak) Demand is an electric account's demand at the point of time of peak usage of the entire electric grid (ERCOT) or TDSP. In ERCOT the 4CP represents the four months of highest system usage of June, July, August and September. The usage for each account is measured during the systemwide peak demand interval for each of these months and averaged to determine a customer's 4CP demand.

POLR Provider of Last Resort - Electric supply supplied by PUC designated REPs at PUC approved rates to end users who do not contract with a supplier in the competitive market.

POWER TO CHOOSE The official electric choice website of the PUC for residential rates.

PUC (OR PUCT) Public Utility Commission of Texas.

PURA Public Utility Regulatory Act, Title II, Texas Utilities Code.

REP Retail Electric Provider - an Entity that sells electric energy to retail Customers in Texas but does not own or operate generation assets and is not an MOU. REPs were created by the legislation that created retail choice and essentially provide customer service and billing services both for energy and wires services on behalf of TDSPs for retail accounts.

RTO Regional Transmission Organization - An aggregated group of TDSPs that are typically well interconnected and use an RTO structure to ensure reliability by operating the RTO as a single entity that can utilize the assets of the member TDSPs. ERCOT is an RTO.

TAC Technical Advisory Committee - A committee in the ERCOT governance structure reporting to the Board of Directors

TDSP Transmission and Distribution Service Provider - More commonly known as "the wires and poles company." A TDSP is responsible for transmitting electricity across a network of poles, high voltage lines, and transformers, as well as maintaining these items in order to transmit electricity from generation sources to a home or business.



It means funding advice for energy projects

This is the classic chicken/egg problem. You want to implement projects that help save your city money on energy, but you first need the money to fund the project. Below are some funding sources, including grants and low-interest loans.

LOANSTAR REVOLVING LOAN PROGRAM — The Texas LoanSTAR (Saving Taxes and Resources) Revolving Loan finances energy-related, cost-reduced retrofits of facilities. Borrowers receive low-interest loans to help pay for these efforts. Applicants repay the loans from the energy cost savings realized by the projects. Guidelines for project eligibility, fund availability, and project funding and repayment are set forth in the State Comptroller rules. Twice each year, the State Energy Conservation Office (SECO) publishes a Notice of Loan Fund Availability for LoanSTAR loans. <https://comptroller.texas.gov/programs/seco/funding/101918/>.

EPA GRANTS — EPA partners with local governments and other eligible entities to protect human health and the environment through a systematic process that awards federal grants that leverage local expertise. Every year, EPA awards a significant portion of its budget in grants to its partners for Comprehensive Environmental Response, Compensation, and Liability Act, Section 104(k), Clean Air Act, Section 103(b)(3), Clean Water Act, Section 104(b)(3), Federal Insecticide,

Fungicide, and Rodenticide Act, Sections 18, 20 and 23, Safe Drinking Water Act, Sections 1442(c) and c(A), Toxic Substances Control Act, Section 10, as amended by Public Law (PL) 106-74.

GRANTS.GOV — Managed by the Department of Health and Human Services, Grants.gov is an E-Government initiative operating under the Office of Management and Budget. It provides a common website for federal agencies to post discretionary funding opportunities for grantees to find and apply to them. The Grants.gov system makes it faster, easier, and more cost effective for applicants to electronically interact with federal grant-making agencies.

TDSP PROVIDERS — Both Centerpoint and TNMP offer CitySmart Programs providing technical and financial support to help cities overcome barriers to implement energy efficiency improvements. Cash incentives are offered for renovation, new construction, and maintenance projects resulting in reduced energy consumption.

AMENDED AND RESTATED
BYLAWS OF
TEXAS COALITION FOR AFFORDABLE POWER

WHEREAS, Texas Coalition for Affordable Power is organized pursuant to these Bylaws and to that certain Certificate of Formation filed with the Secretary of State on October 4, 2010; and

WHEREAS, South Texas Aggregation Project, Inc., a Texas non-profit corporation, and Cities Aggregation Power Project, Inc., a Texas non-profit corporation, anticipates merger with Texas Coalition for Affordable Power in accordance with that certain Certificate of Merger of Non-Profit Corporation (the “*Certificate*”) to be filed with the Secretary of State of Texas in December 2010, to be effective January 1, 2011, and according to that certain plan of merger attached thereto (the “*Merger*”); and

WHEREAS, South Texas Aggregation Project, Inc. and Cities Aggregation Power Project, Inc., desire to participate in elections in the fall of 2010 for Board of Director positions for Texas Coalition for Affordable Power, which positions shall be in effect January 1, 2011; and

WHEREAS, Texas Coalition for Affordable Power desires to modify a provision relating to the election of Directors and otherwise ratify and affirm these Bylaws.

ARTICLE ONE

NAME, PURPOSES, POWERS AND OFFICES

Section 1.1. Name. The name of this corporation (the “*Corporation*”) is Texas Coalition for Affordable Power.

Section 1.2. Purposes. The Corporation has been organized for any and all lawful business for which nonprofit corporations may be organized under the Texas Business Organizations Code (the “*Code*”), for the purposes of purchasing electricity, aiding or acting on behalf of its Members (as hereinafter defined) with respect to their own electricity use for their respective public facilities and that of their citizens, negotiating on behalf of its Members for the purchase of electricity, making contracts for the purchase of electricity, and taking any other actions necessary to purchase electricity for use in the public facilities of the political subdivision or subdivisions represented by the Corporation, for the purposes of acting as a local cooperative organization to purchase goods and services for its Members, and for all other purposes as may be permitted by law for political subdivision corporations.

Section 1.3. Powers. The Corporation is a nonprofit corporation and shall have all of the powers, duties, authorizations and responsibilities as provided in the Code; provided, however, the Corporation shall neither have nor exercise any power, nor engage directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income tax as an organization described in Section 501(c)(6) of the Internal Revenue Code (2010).

Section 1.4. Offices. The Corporation may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

ARTICLE TWO

MEMBERS OF THE CORPORATION

Section 2.1. Members. A “**Member**” of the Corporation shall be a political subdivision of the State of Texas that passes a resolution by its governing body that accepts the Certificate of Formation and Bylaws of the Corporation and contracts for energy through the Corporation. Members will be ranked by annual power usage based on the previous calendar year. A “**Large Member**” shall be the top 10% of members based on annual power usage. A “**Medium Member**” shall be the next 20% of Members after the large members based on annual power usage. A “**Small Member**” shall be Members who are the remaining 70% of membership after large and medium members. Members will be defined on a bi-annual basis in even years, prior to elections based on the previous year’s annual usage.

Section 2.2. Associate Members. The Corporation may have associate members. An “**Associate Member**” is a political subdivision of the State of Texas whose governing body resolves to support the advocacy efforts of the Corporation, and pays annual dues that may be set from time to time by the Board of Directors (“**Associate Member Dues**”), but is not served under a power contract to which the Corporation is a party. Associate Members shall **not** have the right to vote on any matters of business of the Corporation, including, but not limited to, those voting rights described in Article 3 herein. .

Section 2.3. Suspended Members. Any Member who is not currently served under a power contract to which the Corporation is a party shall have its membership in the Corporation suspended and shall be considered a “**Suspended Member**”.

Section 2.4. Withdrawal of Member. Any Member or Associate Member may withdraw from participation in the activities of the Corporation at any time upon thirty (30) days prior written notice to the Board of Directors, whereupon it shall cease to be a Member or Associate Member, and shall cease to be entitled or obligated to participate in the activities of all committees of the Board of Directors and shall have no further obligations as a Member; provided, however, that if such notice is given more than thirty (30) days after such Members receipt of its statement of annual dues, fees and expenses for a fiscal year, the Member or Associate Member shall be obligated to pay for the full fiscal year within which such termination is effective. Withdrawal of membership shall have no effect on power agreements to which the withdrawing entity may be contractually obligated, including, but not limited to, the payment of the Corporation’s Aggregation Fees for the duration of the then-current electric contract.

ARTICLE THREE

BOARD OF DIRECTORS

Section 3.1. General Powers; Delegation. The activities, property and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute, by the Certificate of Formation or by these Bylaws. By illustration and without limitation, included among the powers of the Board of Directors is the power to negotiate the purchase of electricity, aid or act on behalf of the political subdivisions for which the corporation is created, make contracts for the purchase of electricity, purchase electricity, and take any other action necessary to purchase electricity for use in the public facilities or by the citizens of the political subdivision or subdivisions represented by the Corporation; provided, however, no Member shall be obligated under any such contract unless the Member approves such contract.

Section 3.2. Number and Qualifications. The Board of Directors shall initially consist of fifteen (15) Directors as more particularly described in Section 3.3 herein. The Board of Directors may increase or decrease the number of Directors by a resolution of the Board, however no such resolution shall have the effect of shortening or terminating the term of a current Director. Any full-time salaried employee or elected official of a Member shall be eligible to serve as a Director. Any Director who (a) ceases to be an official or full-time salaried employee of a Member; or (b) is an official of full-time salaried employee of a political subdivision who ceases to be a Member of the Corporation, or who refuses to extend a contract authorized by the Board of Directors or who otherwise expresses a desire to exit the corporation shall immediately become disqualified to serve as a Director and shall vacate such position. Such vacancy shall be filled according to Section 3.4 herein

Section 3.3. Election and Term of Office. The Directors of the Corporation shall be selected from nominations by the Members according to the provisions of this Section 3.3. No more than one (1) nominee may be nominated by each Member. The Members shall elect six (6) Directors from nominees of Large Members (Board Positions 1-6), three (3) Directors from nominees of Medium Members (Board Positions 7-9), and two (2) Directors from nominees of Small Members (Board Positions 10-11). The remaining four (4) Directors shall be those nominees who received the greatest number of votes but were not otherwise elected (Board positions 12-15). Notwithstanding the foregoing, it is the intent of the Members that each ERCOT Zone is represented by at least one (1) Director. To that end, for example, if one ERCOT Zone is not represented by a Director after elections have proceeded according to the above provisions, then the highest numbered Board Position to be elected (e.g., Board Position 15) shall go to the nominee from such unrepresented ERCOT Zone instead of the nominee who otherwise would have been elected to such Board Position. Directors shall hold office for staggered two (2) year terms and until such Director's successor is chosen and qualified, or until such Director's earlier death, resignation, retirement, disqualification or removal from office. Directors may serve any number of consecutive terms. Board positions 1, 3, 5, 7, 9, 11, 13, and 15 will be selected in odd-numbered years. Board positions 2, 4, 6, 8, 10, 12 and 14 will be selected in even-numbered years. The terms 'odd' and 'even' shall apply to the year in which such Director's term of office begins. In order to stagger the terms of office, if the initial terms of office of all Directors begin in 2011, for example, then the initial term of office for odd numbered Board Positions will be two (2) years

and the initial term of office for even numbered Board Positions will be one (1) year. At the Annual Meeting every three (3) years, the Board shall consider whether to adopt term limits.

Section 3.4. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification or removal from office of any Director or as the result of an increase in the number of Directors may be filled by the Board. Any Director appointed to fill a vacancy shall hold office until the expiration of the term of the vacating Director.

Section 3.5. Removal. Any Director absent for any two (2) meetings of the Board in a twelve (12) month period shall be automatically removed from the Board subject to the discretion of a majority vote by the Board to exclude an absence from the twelve (12) month period. Directors may be removed from office, with or without cause, by a majority vote of Directors in attendance at a meeting of the Board of Directors, but only so long as written notice that such action shall be considered is provided sixty (60) days prior to such meeting to each Director by the President or Secretary of the Board of Directors. If any Director shall violate any of the terms of Article 11 herein, such Director may be immediately removed by a majority vote of the Board.

Section 3.6. Place of Meeting. Meetings of the Board of Directors shall be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board of Directors or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 3.7. Annual Meetings. Beginning in 2011, an annual meeting of the Board of Directors (the “**Annual Board Meeting**”) shall be held in conjunction with the Annual Meeting of the Membership (“**Annual Membership Meeting**”) the first week in January (or at such other time that the Board determines to be advisable) of each year in Austin, Texas (or at such other location as the Board determines to be advisable), at such time as the Directors shall determine. At such Annual Membership Meeting, each Member shall be entitled to vote in the election of Directors and upon such other matters as may come before the Annual Membership Meeting. A quorum for the election of Directors at the Annual Membership Meeting shall be considered achieved if at least twenty percent (20%) of the total voting-eligible Members are present in person or have submitted a vote by mail, email or facsimile ballot. At the Annual Board Meeting, the Directors shall recognize new members of the Board of Directors of the Corporation in accordance with the requirements of Sections 3.2-3.5 of these Bylaws, shall elect officers, and shall transact any and all other business as may properly come before the meeting. Written or printed notice stating the place, day and hour of each Annual Membership Meeting and Annual Board Meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such meeting to each Member and Director entitled to vote at such meetings, respectively.

Section 3.8. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated by notice to all Directors. The Board shall choose a location most convenient to the Directors which shall minimize travel expenses that may be reimbursed to Directors required to travel. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation, or by these Bylaws, any and all business may be transacted at any regular meeting.

Section 3.9. Special Meetings. Special meetings of the Board of Directors may be called by the President upon not less than one (1) nor more than sixty (60) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on

the written request of two (2) or more Directors. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.10. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence of a majority of the number of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws. The act of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the Board. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall later be present, any business may be transacted which might have been transacted at the meeting as originally convened.

Section 3.11. No Compensation. Directors shall not receive any compensation for their services as Directors or as members of a standing or special committee of the Board, but may receive reimbursement for expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors (if, and to the extent, authorized by a resolution adopted by the Directors) and may receive compensation for serving the Corporation in any other capacity (if, and to the extent, authorized by a resolution adopted by the Directors).

Section 3.12. Telephone Meetings. Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, members of the Board of Directors or members of any committee designated by such Board may, unless otherwise restricted by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, participate in and hold a meeting of such Board of Directors or committee by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or read the written text of each other's communication (e.g. email communications), and participation in a meeting pursuant to Section 3.10 shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened. Annual Membership Meetings may be similarly conducted.

ARTICLE FOUR

COMMITTEES AND ADVISORY BOARDS

Section 4.1. Executive Committee of Board of Directors. The President of the Board of Directors may appoint an Executive Committee made up of Directors. Such Executive Committee shall have and exercise the authority of the Board of Directors in the management of the Corporation to the extent permitted by resolution adopted by a majority of the Directors in office.

Section 4.2. Advisory Boards or Committees. The President of the Board of Directors may designate one or more advisory boards or committees not having and exercising the authority,

responsibility, or duties of the Board of Directors in the management of the Corporation. A Director must serve as the Chair, Co-Chair, or Vice Chair of any committees designated, but committee membership may be made up of employees or officials of Members and Associate Members. The President shall appoint the members of such advisory boards or committees. Any member thereof may be removed by the President whenever in the President's judgment the best interests of the Corporation shall be served by such removal.

Section 4.3. Term of Office. Each member of an advisory board or committee shall continue as such until the next annual meeting of the directors of the Corporation and until such member's successor is appointed or elected, unless the board or committee is sooner terminated, or unless such member is removed from such board or committee or shall cease to qualify as a member thereof.

Section 4.4. Chairman. Unless otherwise designated by these Bylaws, one or more members of each advisory board or committee shall be appointed chairman, or co-chairman of such committee, by the President of the Board of Directors.

Section 4.5. Vacancies. Vacancies in the membership of any advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments or elections.

Section 4.6. Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating an advisory board or committee, a majority of the whole board or committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the board or committee.

Section 4.7. Rules. Each committee of directors, or advisory board or committee, may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE FIVE

NOTICES

Section 5.1. Manner of Giving Notice. Whenever, under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, notice is required to be given to any Director, advisory board member or committee member of the Corporation, and no provision is made as to how such notice shall be given, it shall not be construed to require personal notice, but any such notice may be given in writing by hand delivery, by facsimile transmission, by electronic mail or other form of electronic communication if permitted by the Code, or by mail, postage prepaid, addressed to such director or advisory board member or committee member at such person's address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be thus deposited in the United States mails, as aforesaid. Any notice required or permitted to be given by facsimile transmission or electronic mail or other form of electronic communication shall be deemed to be given upon successful transmission of such facsimile or electronic mail or other form of electronic communication.

Section 5.2. Waiver of Notice. Whenever any notice is required to be given to any Director or advisory board member or committee member of the Corporation under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE SIX

OFFICERS, EMPLOYEES AND AGENTS: POWERS AND DUTIES

Section 6.1. Elected Officers. The elected officers of the Corporation shall include a President, a Vice President, a Secretary and a Treasurer. So far as is practicable, all elected officers shall be elected by the Board of Directors at each Annual Board Meeting. The Board of Directors shall elect from among the Directors a President and Vice President. The Secretary and Treasurer need not be a Director.

Section 6.2. Appointive Officers. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall from time to time deem necessary, who shall exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board.

Section 6.3. Two or More Offices. Any two (2) or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 6.4. Compensation. The compensation, if any, of all officers of the Corporation shall be fixed from time to time by the Board of Directors. The Board of Directors may from time to time delegate to the President the authority to fix the compensation of any or all of the other employees and agents of the Corporation. Any officer of the Corporation who receives compensation for his or her services in such capacity shall abstain from all discussions and voting with respect to the amount or any other aspect of such compensation.

Section 6.5. Reimbursement. Members and agents, employees and representatives of members may be reimbursed out-of-pocket expenses associated with Board sanctioned activity or for routine labor costs associated with performance of activities benefiting the Corporation, such as but not limited to financial and accounting services.

Section 6.6. Term of Office; Removal; Filling of Vacancies. Each elected officer of the Corporation shall hold office until such officer's successor is chosen and qualified in such officer's stead or until such officer's earlier death, resignation, retirement, disqualification or removal from office. Each appointive officer shall hold office at the pleasure of the Board of Directors without the necessity of periodic reappointment. Any officer or agent may be removed at any time by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. If any officer of the Corporation shall violate any of the provisions of Article 11 herein, such officer may be removed by a majority vote of the Directors.

Section 6.7. President. The President shall be the chief executive officer of the Corporation and, subject to the provisions of these Bylaws, shall have general supervision of the activities and affairs of the Corporation and shall have general and active control thereof. The President shall preside when present at meetings of the Board of Directors. The President shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by statute, the Certificate of Formation or these Bylaws.

Section 6.8. Vice President. The Vice President shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. In the absence of the President, the Vice President shall have the powers and perform the duties of the President. In addition, the Vice President shall have such other powers and duties as from time to time may be assigned by the President or by the Board of Directors.

Section 6.9. Secretary. The Secretary shall see that notice is given of all annual and special meetings of the Board of Directors and shall keep and attest true records of all proceedings at all meetings of the Board. The Secretary shall have charge of the corporate seal and shall have authority to attest any and all instruments of writing to which the same may be affixed. The Secretary shall keep and account for all books, documents, papers and records of the Corporation, except those for which some other officer or agent is properly accountable. The Secretary shall generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the duties of such office shall be performed and the powers may be exercised by the Assistant Secretaries in the order of their seniority, unless otherwise determined by the Secretary, the President or the Board of Directors.

Section 6.10. Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Secretary, the President or the Board of Directors.

Section 6.11. Treasurer. The Treasurer shall be the chief accounting and financial officer of the Corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the Corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the Corporation and its various departments; shall have supervision of the books of account of the Corporation, their arrangements and classification; shall supervise the accounting and auditing practices of the Corporation and shall have charge of all matters relating to taxation. The Treasurer shall have the care and custody of all monies, funds and securities of the Corporation; shall deposit or cause to be deposited all such funds in and with such depositories as the Board of Directors shall from time to time direct or as shall be selected in accordance with procedures established by the Board; shall advise upon all terms of credit granted by the Corporation; shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts, disbursements and contributions of the Corporation. The Treasurer shall have the power to endorse for deposit or collection or otherwise all checks, drafts,

notes, bills of exchange or other commercial papers payable to the Corporation, and to give proper receipts or discharges for all payments to the Corporation. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. Any or all of the duties of the Treasurer may be delegated to one or more appointive officers or employees of the Corporation upon the approval of such delegation by the Board of Directors. In the absence or disability of the Treasurer, the duties of such office shall be performed and the powers may be exercised by the Assistant Treasurers in the order of their seniority, unless otherwise determined by the Treasurer, the President or the Board of Directors.

Section 6.12. Assistant Treasurers. Each Assistant Treasurer shall generally assist the Treasurer and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Treasurer, the President or the Board of Directors.

Section 6.13. Additional Powers and Duties. In addition to the foregoing specially enumerated duties, services and powers, the several elected and appointed officers (e.g. an Executive Director and any other employees) of the Corporation shall perform such other duties and services and exercise such further powers as may be provided by statute, the Certificate of Formation or these Bylaws, or as the Board of Directors may from time to time determine or as may be assigned by any competent superior officer.

ARTICLE SEVEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts or Orders for Payment. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President or the Treasurer of the Corporation.

Section 7.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select or as may be selected in accordance with procedures established by the Board.

Section 7.4. Conflicts of Interest. No contract or agreement may be entered into by and between the Corporation and any of the following: (a) a director, officer, committee member, or employee of the Corporation (hereinafter an "Insider"); or (b) any corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an "Entity") in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless (i) the transaction is approved in accordance with Section 22.230 of the Texas Business Organizations Code; and (ii) if one or

more of the parties to the contract is a “disqualified person” with respect to the Corporation with in the meaning of Section 4958 of the Internal Revenue Code, either (x) such transaction is reviewed and approved in accordance with the “rebuttable presumption safe harbor” provisions set forth in the regulations promulgated under Section 4958 of the Internal Revenue Code or (y) the Board of Directors or any committee thereof determines that such procedures are not necessary for the transaction involved and records its specific findings for making such determination; provided, however, that the following contracts and agreements shall not be subject to the foregoing prohibition: a wholly gratuitous transfer of assets or promise to transfer assets to the Corporation of any kind, including, but not limited to, a charitable contribution of cash or property to the Corporation, an interest-free loan, a wholly gratuitous lease, a pledge, a guarantee, an assumption of liability, a bailment, or a consignment. All Insiders shall, as a condition of qualifying and continuing to qualify as a director, officer, committee member and/or employee of the Corporation, abide by such conflict of interest policies as the Board of Directors may adopt from time to time.

ARTICLE EIGHT

ACTIONS WITHOUT MEETINGS

Section 8.1. Unanimous Consent. Any action required or permitted to be taken at any meeting of the Directors or the members of a committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Directors or all of the committee members, as the case may be. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document.

Section 8.2. Other Action Without a Meeting. Any action required or permitted to be taken at any meeting of Directors or committee members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by at least a majority (or such greater percentage as may be required for the particular action under the Texas Business Organizations Code or these Bylaws), of all the Directors or committee members, as the case may be, so long as at least twenty-four (24) hours' notice of the proposed action is sent to each director or each committee member at the address or facsimile number of such director or committee member that appears in the records of the Corporation. Prompt notice of the taking of any action by the directors or the members of a committee without a meeting by less than unanimous written consent shall be given to those directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by law, a consent or consents signed by not less than the minimum number of directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Corporation by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Corporation having custody of the books in which proceedings of meetings are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be

addressed to the President or principal executive officer of the Corporation. A telegram, telex, cablegram or similar transmission by a director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a director or committee member, shall be regarded as signed by the director or committee member for purposes of this Section 8.2.

ARTICLE NINE

FUNDING OF THE CORPORATION

Section 9.1. Generally. The Corporation shall be funded through the collection of (a) fees assessed against Members based upon such Member's power consumption ("**Aggregation Fees**") as further described in this Article Nine; (b) Associate Member Dues assessed annually against Associate Members; and (c) specially assessed fees ("**Special Assessment Fees**") against Members that may be necessary to meet contractual or other legally enforceable obligations. Aggregation Fees (including Initial STAP Aggregation Fee and Initial CAPP Aggregation Fee as defined below), and Special Assessment Fees, may collectively be referred to herein as "**Fees**." Associate Member Dues may collectively be referred to herein as "**Dues**." The Board of Directors shall have the authority to set Fees and Dues and any penalties for failure to timely pay such Fees and Dues assessed against Members and Associate Members.

Section 9.2. Fees. In the first calendar year following the Merger, the Aggregation Fee for Members formerly members of South Texas Aggregation Project, Inc., shall not exceed \$00.001 per kWh per month (the "**Initial STAP Aggregation Fee**"). In the first calendar year following the Merger, the Fee for Members formerly members of Cities Aggregation Power Project, Inc., shall not exceed \$00.0013 per kWh per month (the "**Initial CAPP Aggregation Fee**"). After the expiration of such first calendar year, the Board shall set common Aggregation Fees for all Members sufficient to support the Corporation's annual budget

Section 9.3. Statements. Aggregation Fees shall be billed to Members on a monthly or other periodic basis by the Retail Electric Provider that is party to the current power supply agreement. Associate Member Dues shall be billed annually in January or on a pro rata basis in the month a political subdivision becomes an Associate Member. Special Assessment Fees, other fees and expenses ("**Expenses**") shall be billed to Members and Associate Members as may be appropriate. The Board shall determine due dates for Fees and Expenses.

Section 9.4. Books and Records. All Members of the Corporation shall have reasonable access to the books and records of the Corporation, including financial statements and budgets and audits. Notwithstanding the foregoing, the Board of Directors may adopt policies that provide reasonable protection against the unreasonable disclosure of information. The Corporation's accounting shall adhere to the Generally Accepted Accounting Principals and shall be based upon the calendar year beginning January 1st and ending December 31st.

ARTICLE TEN

INDEMNIFICATION

Section 10.1. Liability. A Director, officer, employee or agent of the Corporation who performs his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under the same or similar circumstances, shall not have any liability for an action taken or omission made by such Director, officer, employee or agent of the Corporation in that person's capacity as an Director, officer, employee or agent of the Corporation. No Director, officer, employee or agent shall be liable for any action take or omitted by another Director, officer employee or agent.

Section 10.2. **INDEMNIFICATION**. EACH PERSON WHO AT ANY TIME SHALL SERVE, OR SHALL HAVE SERVED, AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, OR ANY PERSON WHO, WHILE A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, EMPLOYEE, AGENT OR SIMILAR FUNCTIONARY OF ANOTHER FOREIGN OR DOMESTIC CORPORATION, PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST EMPLOYEE BENEFIT PLAN OR OTHER ENTERPRISE, SHALL BE ENTITLED TO INDEMNIFICATION AS, AND TO THE FULLEST EXTENT, PERMITTED BY, ARTICLE 1396 SECTION 2.22A OF THE TEXAS NON-PROFIT CORPORATION ACT OR ANY SUCCESSOR STATUTORY PROVISION, AS FROM TIME TO TIME AMENDED, SUCH ARTICLE OR SUCCESSOR PROVISION, BEING INCORPORATED IN FULL IN THESE BYLAWS BY REFERENCE. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE TO BE INDEMNIFIED MAY BE ENTITLED AS A MATTER OF LAW OR UNDER ANY AGREEMENT, VOTE OF DISINTERESTED DIRECTORS, OR OTHER ARRANGEMENT. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

ARTICLE ELEVEN

CODE OF CONDUCT

Section 11.1. Policy and Purposes. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 11.2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the first degree by affinity (marriage relationship) or consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first degree by affinity or the first degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board. It is specifically recognized that as an official or employee of a public entity, that person's primary loyalty is to the political subdivision that employs them. It shall not be a conflict of interest for said Board member to express opinions or vote in a manner that reflects the self-interest of the public entity that the Board member represents.

Section 11.3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

- (i) not more than one honorarium is received from the same person in a calendar year;
 - (ii) not more than one honorarium is received for the same service; and
 - (iii) the value of the honorarium does not exceed \$50 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services.
- (d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 11.4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

- (a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;
- (b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
- (c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 11.5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of an person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE TWELVE

MISCELLANEOUS

Section 12.1. Dividends Prohibited. No part of the net income of the Corporation shall inure to the benefit of any private individual and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. Notwithstanding the foregoing, the Corporation may reimburse reasonable expenses as provided in Sections 3.11 and 6.5.

Section 12.2. Loans to Officers and Directors Prohibited. No loans shall be made by the Corporation to its officers or Directors. Any Directors voting for or assenting to the making of any loan to a Director or officer which is prohibited by the Texas Business Organizations Code and Texas Non-Profit Corporation Act, and any officer participating in the making thereof, shall

be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

Section 12.3. Amendments. These Bylaws may be amended or repealed, or new bylaws may be adopted, at any meeting of the Board of Directors by the affirmative vote of a majority of the number of the Directors then in office. Notwithstanding the foregoing, notice of the proposed amendment, repeal or adoption must be contained in the notice of such meeting; provided, however, that the foregoing notice requirement shall not prohibit the Board of Directors from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

Section 12.4. Fiscal Year. The fiscal year of the Corporation shall be based upon the calendar year beginning January 1st and ending December 31st.

Section 12.5. Seal. The Corporation's seal, if any, shall be in such form as shall be adopted and approved from time to time by the Board of Directors. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, imprinted or in any manner reproduced.

Section 12.6. Gender. Words of either gender used in these Bylaws shall be construed to include the other gender, unless the context requires otherwise.

Section 12.7. Invalid Provisions. If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

Section 12.8. Headings. The headings used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

ARTICLE THIRTEEN

DISSOLUTION

The resolution to dissolve the Corporation may only be made by a three-fourths ($\frac{3}{4}$) vote of the Members of the Corporation, with each Member receiving one (1) vote. Such dissolution will thereafter be governed by the Code.

* * * * *

The undersigned, being the duly elected and qualifying Secretary of the Corporation, hereby certifies that the foregoing Amended and Restated Bylaws of the Corporation were duly adopted by the Board of Directors of the Corporation on July 13, 2018.

Secretary

AGENDA ITEM REPORT

12.5.



To: City Council
Subject: Consideration and possible action on Resolution R-2024-012, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)
Meeting: Thursday, January 4, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

Resolution R-2023-340 would allow the City Manager to enter adopt a water service and development policy and allow the City Manager to enter into water capacity reservation agreements.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This allows the City Manager to enter into an agreement with each developer for future LUEs. There is no established rate and the rate may change with each agreement.

ATTACHMENTS:

1. Resolution no. R-2024-012
2. hutto Res Water Service and Development Policy 12.11.23
3. Hutto Water Reservation-of-Capacity-Agreement-Form rvd 12.12.23
4. Water reservations

RESOLUTION NO. R-2024-012

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ADOPTING THE CITY OF HUTTO WATER SERVICE AND DEVELOPMENT POLICY; AUTHORIZING THE CITY MANAGER TO ENTER INTO WATER CAPACITY RESERVATION AGREEMENTS; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2023, the City Council authorized the City Manager to execute a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas, (“Contract”); and

WHEREAS, the City of Hutto is currently reserving ground water pursuant to the Contract; and

WHEREAS, the City Council desires to adopt the City of Hutto Water Capacity and Development Policy and authorize the City Manager to enter into Water Capacity Reservation Agreements for Developers to be able to reserve Water Capacity.

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 adopts the City of Hutto Water Capacity and Development Policy, Attachment “A”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The Hutto City Council hereby authorizes the City Manager to enter into Water Capacity Reservation Agreements with Developers, approved as to form by the City Attorney, in substantially the same form as Attachment “B”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 4: 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 4th day of January 2024 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

RESOLUTION NO. R-2023-340

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
ADOPTING THE CITY OF HUTTO WATER SERVICE AND
DEVELOPMENT POLICY; AUTHORIZING THE CITY
MANAGER TO ENTER INTO WATER CAPACITY
RESERVATION AGREEMENTS; PROVIDING PROPER
NOTICE & MEETING; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, on September 7, 2023, the City Council authorized the City Manager to execute a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas, (“Contract”); and

WHEREAS, the City of Hutto is currently reserving ground water pursuant to the Contract; and

WHEREAS, the City Council desires to adopt the City of Hutto Water Capacity and Development Policy and authorize the City Manager to enter into Water Capacity Reservation Agreements for Developers to be able to reserve Water Capacity.

**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 adopts the City of Hutto Water Capacity and Development Policy, Attachment “A”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The Hutto City Council hereby authorizes the City Manager to enter into Water Capacity Reservation Agreements with Developers, approved as to form by the City Attorney, in substantially the same form as Attachment “B”, a copy of same being attached hereto and incorporated herein for all purposes.

Section 4: 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 14th day of December 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”
Water Service and Development Policies

- A. Honor water service commitments in existing contracts and agreements.
- B. Hutto will provide only retail water service.
- C. All applications for service will be completed through the Service Extension Request (SER) process. All SERs that have been agreed to by City staff and the applicant will be presented to City Council for approval or denial.
- D. For applicants that do not have an existing service agreement the following will be required for consideration:
 - 1. Applicant will submit a Service Extension Request (SER) application.
 - 2. Applicant will submit a conceptual site plan, approved preliminary plat, or other approved plan demonstrating compliance with these policies.
 - 3. Applicant will be responsible for the annual non-reimbursable payment of Reservation Fees for LUEs as follows:
 - a) *The initial, annual non-reimbursable Water Reservation Fee for all LUES will be due and payable within 6 months of the effective date of the approval of the SER or Municipal Service Agreement (MSA) by City Council.*
 - b) *Subsequent annual non-reimbursable Water Reservation Fees for any remaining unused LUEs will be due and payable upon each annual anniversary date of the City Council commitment*
 - c) *All reserved LUEs must be utilized within three (3) years of the City Council Commitment date. All unused LUEs remaining on the fourth anniversary will no longer be reserved and will return to the city for reservation for other projects.*
 - d) *The reservation agreement may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.*
 - 4. Applicant will pre-pay 100% of the impact fees for each development phase upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service and required by the City of Hutto in its sole discretion.
 - 5. Applicant will agree to payment or funding of capital projects needed to serve the project that are not included in the City of Hutto’s approved Capital Improvements Plan upfront or as agreed to in writing in an agreement approved by the City Council.
 - 6. Applicant will agree to phase the project and the project’s water demands in unison with the City of Hutto’s approved Capital Improvements Plan.

7. Project may not have any substantive impacts to the City of Hutto's approved Capital Improvements plan, including no impact to the calculation of impact fees as determined by the City of Hutto.
8. Project may not have any substantive impacts to rates to current customers related to the extension of service to the project as determined by the City of Hutto.
9. Project may not have any substantive impacts to system operations as determined by the City of Hutto.

ATTACHMENT "B"
CITY OF HUTTO, TEXAS

WATER RESERVATION OF CAPACITY AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, by and between the **CITY OF HUTTO, TEXAS**, a Texas Home-Rule municipality, located at 500 West Live Oak Street, Hutto, Texas 78634 (hereinafter referred to as "City") and _____, a limited liability company maintaining a principal place of business at _____, (herein referred to as "Applicant").

WITNESSETH:

WHEREAS, the City provides water service to real property located within the Corporate Limits of the City of Hutto, Texas and the Exterritorial Limits of real property located within Williamson County, Texas;

WHEREAS, Applicant is the legal or equitable [Entity] of a certain parcel of real property identified as _____ County Tax Parcel _____, located in _____ Williamson County, Texas (the "Property"), wherein the Applicant desires to construct _____ (the "Project");

~~WHEREAS, the Applicant desires to reserve from the City _____ (#) LUEs of water capacity in order to provide adequate water service for the Project;~~

WHEREAS, the Applicant has preliminary plat approval for the Project;

~~WHEREAS, the City presently has a Ground Contract for the Wholesale Delivery and Sale of Potable Water including groundwater reservation provisions by and between Recharge Water, L.P., a Texas limited partnership, and the City of Hutto, Texas, ("Contract") and has reserved ground water capacity subject to completion of the Ground Contract for the Wholesale Delivery and Sale of Potable Water;~~

WHEREAS, the City will agree to provide the Applicant with _____ (#) LEUs of water capacity, pending completion of the Ground Contract for the Wholesale Delivery and Sale of Potable Water;

WHEREAS, Applicant desires to reserve _____ (#) LUEs of water capacity for utilization at the Property, and the City is willing to reserve the water capacity for the Applicant, all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The aforementioned recitals noted in this Agreement are deemed part of this Agreement and are incorporated into the terms and conditions of this Agreement.

2. Reservation of Water Capacity. The City agrees to reserve and make available to the Applicant ____ (#) LUEs of water capacity to be utilized for the Property located at _____, Williamson County, Texas. The water capacity being reserved pursuant to this Agreement may not be used at any other location and/or for any other purpose other than for the purposes set forth in this Agreement. ~~The treatment capacity for the project will be at the _____ Treatment Plant (“WTP”), owned and operated by the City~~

3. Impact Fees. For the purposes of this Agreement, an LUE is measured at 280 gallons per day of effluent. The parties acknowledge that the fee for an LUE is fixed at _____ (\$0.00) Dollars per LUE for a total of _____ (\$0.00) Dollars for the Project.

4. Reservation of Water Capacity Fee. The Applicant agrees to pay to the City the amount of _____ (\$0.00) Dollars to reserve the LUEs for the Property, as set forth in Paragraph 2 of this Agreement. Upon execution of both a Water Service Agreement and Water Facilities Escrow Agreement, this charge will be credited to the LUE costs imposed by the City upon the Applicant for the ____ (#) LUEs of Water capacity. If the Applicant, in the future, desires to acquire additional LUEs of water capacity for this Project, the availability of same shall be dependent upon whether or not additional LUEs are available and whether or not LUEs were purchased for other projects, thus not affording any additional LUEs for this Project. The payment noted in this paragraph shall be made contemporaneously with the execution of this Agreement.

5. Time Limitation. The ____ (#) LUEs of water capacity, referred to in Paragraph 2, shall be considered reserved by the City upon receipt of payment and execution of this Agreement by the City in accordance with the terms set forth herein. However, Applicant must execute a Water Service Agreement and fund the Water Facilities Escrow Agreement within ~~twenty-foursix~~ (246) months of written notice from the City that it is able to accept flows from the Property for treatment at the WTP owned by _____. If the Applicant fails to enter a Water Service Agreement and execute and fund the Water Facilities Escrow Agreement within that ~~twenty-foursix~~ (246) month period, then this Agreement shall terminate and the Applicant shall immediately forfeit its reservation of LUEs and the payment of Water Capacity Fees. Applicant can request an extension for an additional two years.

6. If the City does not obtain the reserved water capacity as provided for in the Contract, the City shall refund the sum of _____ (\$0.00) Dollars to the Applicant, less any costs incurred by the City for legal, engineering and other expenses associated with this Agreement and the Project.

7. Approvals. The Applicant agrees to proceed expeditiously with the securing of any and all approvals necessary to develop the Project, which shall be accomplished at the sole cost and expense of the Applicant.

8. No Agency. The Applicant is not an agent of the City, nor is the City conducting a joint venture with the Applicant, and the Applicant will not represent to the contrary at any time.

9. Law, Venue, Modifications. This Agreement shall be interpreted in accordance with the laws of the State of Texas and shall be binding upon the respective parties, their successors, heirs and assigns. It is understood and agreed that this Agreement constitutes all of the terms and conditions that have been agreed upon by the parties and this Agreement may only be modified by a written document executed by both parties hereto. If any disputes should arise pursuant to the terms and conditions of this Agreement, it is understood and agreed that jurisdiction and venue for any such disputes shall be in the State District Court of Williamson County.

10. Boycotts/Foreign Business Engagements.

(a). Israel Boycotts. The [Entity] hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Amendment is a contract for goods or services, will not boycott Israel during the term of this Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The [Entity] understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the [Entity] and exists to make a profit.

(b) Foreign Business Engagements. The [Entity] represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet websites, below:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the [Entity] and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The [Entity] understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the [Entity] and exists to make a profit.

(c) Firearm Entity Boycotts. To the extent this Amendment constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the [Entity] hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Amendment against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB The [Entity] understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the [Entity] and exists to make a profit.

(d) Energy Company Boycotts. To the extent this Amendment constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the [Entity] hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The [Entity] understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the [Entity] and exists to make a profit.

HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

11. Entire Agreement. This Agreement contains the entire agreement of the City and Applicant. Any change to this Agreement shall be effective only if it is written and executed by the City and the Applicant.

12. Effective Date. The date of this Agreement is the date on which it is executed by the last party to do so.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed by their appropriate representatives, all of whom have been duly authorized to do so, on the date set opposite their respective names.

[Signatures follow below]

I. Water Service and Development Policies

- A. Honor water service commitments in existing contracts and agreements.
- B. Hutto will provide only retail water service.
- C. All applications for service will be completed through the Service Extension Request (SER) process. All SERs that have been agreed to by City staff and the applicant will be presented to City Council for approval or denial.
- D. For applicants that do not have an existing service agreement the following will be required for consideration:
 1. Applicant will submit a Service Extension Request (SER) application.
 2. Applicant will submit a conceptual site plan, approved preliminary plat, or other approved plan demonstrating compliance with these policies.
 3. Applicant will be responsible for the annual non-reimbursable payment of Reservation Fees for LUEs which will be deposited in the utility fund as follows:
 - a) *The initial, annual non-reimbursable Water Reservation Fee for all LUES will be due and payable within ~~6 months~~sixty (60) days of the effective date of the approval of the SER or Municipal Service Agreement (MSA) by City Council.*
 - b) *Subsequent annual non-reimbursable Water Reservation Fees for any remaining unused LUEs will be due and payable upon each annual anniversary date of the City Council commitment*
 - c) *All reserved LUEs must be utilized within three (3) years of the City Council Commitment date. All unused LUEs remaining on the ~~fourth~~third anniversary will no longer be reserved and will return to the city for reservation for other projects.*
 - d) *The reservation agreement may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.*
 4. Applicant will pre-pay 100% of the impact fees for each development phase upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service and required by the City of Hutto in its sole discretion.
 5. Applicant will agree to phase the project and the project's water demands in unison with the City of Hutto's approved Capital Improvements Plan or will agree to payment or funding of capital projects needed to serve the project that are not included in the City of Hutto's approved Capital Improvements Plan upfront or as agreed to in writing in an agreement approved by the City Council.
 - ~~6. Applicant will agree to phase the project and the project's water demands in unison with the City of Hutto's approved Capital Improvements Plan.~~

~~7.6.~~ Project may not have any substantive impacts to the City of Hutto's approved Capital Improvements plan, including no impact to the calculation of impact fees, may not have any substantive impacts to the rates paid by current customers related to the extension of service to the project, and may not have any substantive impacts to system operations as determined by the City of Hutto.

~~8.~~ Project may not have any substantive impacts to rates to current customers related to the extension of service to the project as determined by the City of Hutto.

~~9.7.~~ Project may not have any substantive impacts to system operations as determined by the City of Hutto.

AGENDA ITEM REPORT

12.6.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)
Meeting: Thursday, January 4, 2024
Department: City Council /
Staff Contact: Dottie Palumbo, James Earp

BACKGROUND INFORMATION:

This item is for discussion of a recently passed Proposition 2 -- SJR 64 regarding ad valorem tax exemptions for licensed childcare facilities.

The ballot language is "The constitutional amendment authorizing a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility." SJR 64 proposes a constitutional amendment to allow the governing body of a county or municipality to exempt all or part of a property's appraised value if it's used as a child-care facility. The exemption can be a percentage of the appraised value, but the percentage can not be less than 50%. The proposed amendment also would allow the Legislature to define the term "child-care facility" and to establish additional eligibility requirements.

Attached is Austins resolution regarding the exemption.

SUMMARY OF REQUEST:

Staff requests direction on what to bring back in a formal Resolution to provide an exemption (at least 50%)

STAFF REVIEW:

Staff makes no recommendation

FISCAL NOTES:

The law reads that if the day care center is located in a strip shopping center, then the building receives the exemption. Given that information, the spreadsheet attachment contains both property exemptions for the child care providers and for the building owners which may be different from the child care providers. Spreadsheet attached showing the 31 licensed providers (from the Texas DHHS website) and the 2023 property values from Williamson County Appraisal District website. Estimated property taxable values x city rate would be a decrease of approximately \$142k per year in revenues at a 100% exemption rate.

AGENDA ITEM REPORT

12.6.



ATTACHMENTS:

1. 20231228 Hutto RES Licensed Child Care Fac Exemption R-2024-013
2. Austin Resolution Child Care Provider exemption from advalorem tax
3. ChildCare Tax Exemption Calculation Draft

RESOLUTION NO. R-2024-013

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING AN EXEMPTION FROM THE CITY'S AD
VALOREM PROPERTY TAX FOR ELIGIBLE CHILD-
CARE FACILITY OPERATORS; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City of Hutto desires to advance policies, programs, and investments that support child-care providers and the families they serve; and

WHEREAS, the 88th Texas Legislature passed Senate Bill 1145 which placed a constitutional amendment on the ballot for the November 7, 2023 election that allowed cities and counties to have the option to provide an exemption from ad valorem property taxation of between 50 to 100 percent of the appraised value of all or a part of real property used to operate a commercial child-care facility; and

WHEREAS, the constitutional amendment was passed by voters in the November 7, 2023 election and takes effect January 1, 2024; and

WHEREAS, to be eligible, licensed child-care facilities must participate in the Texas Rising Start (TRS) Program of the Texas Workforce Commission and maintain a minimum of 20 percent enrollment of children who receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission; and

WHEREAS, if a child-care facility is leasing the facility, the benefit must be passed down to the operator and not retained by the property owner; and

WHEREAS, the eligibility criteria do not allow licensed or registered home-based child-care centers to participate; and

WHEREAS, the City Council desires to approve an exemption from the City's Ad Valorem property tax for eligible child-care facility operators.

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 a ____ percent exemption from the City's Ad Valorem property tax for eligible child-care facility operators and authorizes the City Manager to compose and bring the necessary ordinance(s) to Council for approval no later than _____, 2024 to adopt the child-care facility property tax exemption for the 2024 tax year.

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 **4th** day of **January 2024** on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

WHEREAS, during the 88th Regular Session, the Texas Legislature passed enabling legislation to place a constitutional amendment on the ballot for voters on November 7, 2023, which, if approved, would allow cities and counties to have the option to provide an exemption from ad valorem property taxation of between 50 to 100 percent of the appraised value of all or a part of real property used to operate a commercial child-care facility; and

WHEREAS, if a child-care facility is leasing the facility, the benefit must be passed down to the provider and not retained by the property owner; and

WHEREAS, the eligibility criteria does not allow licensed or registered home-based child-care centers to participate; and

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25 **WHEREAS**, as demonstrated in resolutions such as Resolution Nos.
26 20160211-018, 20170928-057, 20181004-036, 20190411-020, 20190620-089,
27 20200507-023, 20200729-089, 20200917-062, 20201015-073, 20201203-011, and
28 20230126-055, it is a long established goal of the City to advance policies,
29 programs, and investments that support child-care providers and the families they
30 serve, **NOW, THEREFORE:**

31 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

32 The City Council affirms its intent to advance a 100 percent exemption from
33 the City's ad valorem property tax for eligible child-care facility operators to
34 provide them relief should the constitutional amendment be approved by the voters
35 in November of 2023 and the legislation authorizing the exemption take effect on
36 January 1, 2024.

37 **BE IT FURTHER RESOLVED:**

38 If the amendment is approved by the voters, the City Manager is directed to
39 compose and bring the necessary ordinance(s) and other necessary documents to
40 Council for approval no later than the first Council meeting of 2024 for the
41 purposes of adopting the child-care facility property tax exemption for the 2024 tax
42 year.

43 **BE IT FURTHER RESOLVED:**

44 The City Manager is further directed to explore a mechanism to provide
45 licensed or registered home-based child-care providers similar property tax relief,
46 be it through the creation of a fund to which home-based providers could apply for
47 assistance, an amendment to an existing incentive program, such as the Chapter
48 380 program, or another recommended process, and is directed to report back to

Council with their findings, recommendations, and suggested eligibility criteria no later than May 9, 2024.

ADOPTED: _____, 2023 **ATTEST:** _____

Myrna Rios
City Clerk

DRAFT

AGENDA ITEM REPORT

13.1.



To: City Council
Subject: Discussion and possible action on City Council training opportunities for 2024 from the available budget (Mayor Pro Tem Peter Gordon)
Meeting: Thursday, January 4, 2024
Department: City Council /
Staff Contact: James Earp

BACKGROUND INFORMATION:

Regarding Council Training Budget, there was \$14,300 budgeted for FY24 and \$1,113 has been spent to date. The amount spent to date is for TML Reimbursement for Gordon, Wilcott, and Kohlar.

The \$14,300 in budget was for TML \$2,800 and Strategic Planning \$11,500.

Council has directed Human Resources to schedule Stan Klimer for Diversity, Equity and Inclusion Training at \$2,500, which is not reflected in the numbers below.

Council Budget as of 12/27/2023

Account	Description	Original Budget	Revised Budget	Dec MTD	YTD FY24	Bud Remaining	\$ Bud Remain
10-010-002-6001	Salaries	69,600.00	69,600.00	5,000.00	12,675.00	56,925.00	81.79%
10-010-002-6051	Fica/Medicare	4,738.38	4,738.38	332.9	843.94	3,894.44	82.19%
10-010-002-6052	State Unemployment Taxes (TWC)	0	0	2.6	8.75	-8.75	0.00%
10-010-002-6201	Office Supplies	250	250	0	0	250	100.00%
10-010-002-6205	Food/Meals	5,500.00	5,500.00	0	1,369.62	4,130.38	75.10%
10-010-002-6206	Clothing & Uniforms	840	840	0	0	840	100.00%
10-010-002-6212	Technology Equip. & Supplies	9,100.00	9,100.00	0	0	9,100.00	100.00%
10-010-002-6231	Fuel & Mileage	250	250	0	0	250	100.00%
10-010-002-6299	Other Supplies & Materials	250	250	0	0	250	100.00%
10-010-002-6405	Professional Services	3,353.00	3,353.00	0	0	3,353.00	100.00%
10-010-002-6412	Software Licensing & Maint Fee	600	600	0	99.98	500.02	83.34%
10-010-002-6481	Boards & Commissions	5,000.00	5,000.00	0	0	5,000.00	100.00%
10-010-002-6502	Training and Development	14,300.00	14,300.00	0	1,113.09	13,186.91	92.22%
10-010-002-6507	Membership Dues & Subscriptions	7,500.00	7,500.00	0	7,018.50	481.5	6.42%
10-010-002-6510	Travel and Lodging	3,748.00	3,748.00	0	628.16	3,119.84	83.24%
10-010-002-6561	Contribution to Civic Programs	187,000.00	187,000.00	0	13,750.00	173,250.00	92.65%
10-010-002-6562	Economic Development Agreement	200,000.00	200,000.00	0	0	200,000.00	100.00%
10-010-002-6564	Hope Alliance (Williamson County Crisis Center)	25,000.00	25,000.00	0	0	25,000.00	100.00%
10-010-002-6600	Williamson County Children's Advocacy Center	22,500.00	22,500.00	0	0	22,500.00	100.00%
10-010-002-6606	WCCHD	86,139.25	86,139.25	0	0	86,139.25	100.00%
10-010-003-6401	Attorney Svcs	445,000.00	445,000.00	0	71,820.77	373,179.23	83.86%

SUMMARY OF REQUEST:

Staff provides no request

AGENDA ITEM REPORT

13.1.



STAFF REVIEW:

Staff provides no recommendation

FISCAL NOTES:

Fiscal information provided above

ATTACHMENTS:

1. Breakdown of Council Training Budget

9. OTHER BUSINESS

13.1 Discussion and possible action on City Council training opportunities for 2024 from the available budget (Mayor Pro Tem Peter Gordon)

- \$14,300 is budgeted for Training and Development in FY24
 - \$11,500 of that is for Strategic Planning
 - \$2,800 is for TML Registration
 - *\$400 per Council Member
- \$3,748 is budgeted for Travel and Lodging for TML
 - *\$535.43 per Council Member
- \$2,500 for the Diversity, Equity, and Inclusion Training will be taken from strategic planning per Council direction
- \$1,113 spent on TML conference reimbursement
- \$2,400 was spent for the TML conference in FY23
- <https://www.tml.org/297/Online-Training>(list of training opportunities that include free options)

AGENDA ITEM REPORT

14.1.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2024-006 of the City of Hutto, Texas, authorizing the City Manager to execute an agreement with Facility Solutions Group through BuyBoard Contract No. 657-21 in the amount of \$212,173.21 related to the Trail Lighting Project (P05-2025) (Jeff White)
Meeting: Thursday, January 4, 2024
Department: Community Services /
Staff Contact:

BACKGROUND INFORMATION:

Summary: The City Council approved a budget allocation of \$275,000 for Trail Lighting improvements along Cottonwood Creek Trail and Hutto Lake Park in the Capital Improvement Program for FY 23-24. Specific resolutions were passed, including R-2023-202 on September 7, 2023, addressing the Rotation List for Architecture and Landscape Architecture professional services, and R-2023-224 on September 28, 2023, authorizing the City Manager to execute an Individual Project Order (IPO) with MHS Planning & Design for the Solar Lighting Improvements at Existing Trails project, totaling \$39,930. The project's aim was to enhance safety by installing solar lights, increasing accessibility to parks and trails during the early morning and evening hours. Green Frog Systems is a subsidiary of Facility Solutions Group.

Financial Overview: The proposed budget was \$275,000, with MHS Planning & Design contracted for \$39,930. The solar light totaled \$212,173.21 for a grand total of \$252,103.21, resulting in savings of \$22,896.80, which will be reallocated to other FY 24 CIP projects.

Project Scope and Quotation: The bid of \$212,173.21 covers 80 solar lights (Model GFS Defender 55) and poles with warranties: 5 years for the pole, 25 years for the solar panel, and 10 years for battery performance. The lights activate at dusk, stay bright until 11pm, then dim to 30%; however, they switch to 100% when motion is detected by infrared sensors. The equipment includes 19 feet 10 inches round straight poles, 24-inch single-sided banner arms (set of 20), and installation services. Moreover, adding a raised-edge concrete base around each pole simplifies maintenance, aids in edging, and protects the equipment from wear and tear. This vendor can provide lighting in shaded areas where trees obstruct sunlight.

Project Progress: Several meetings were conducted, including the kick-off meeting on October 25, 2023, followed by subsequent meetings on November 8, 2023, November 15, 2023, December 5, 2023, and December 19, 2023, finalizing the project scope through site visits, analysis, and procurement documentation.

Contract Information: This project operates under Buyboard Bid Contract #657-21 for Parks and

AGENDA ITEM REPORT

14.1.



Recreation Lighting.

Conclusion: The project remains on track and within budget, aiming to significantly enhance safety and accessibility within parks and trails through the implementation of solar lighting infrastructure.

SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Funding for this project will come from the Park Improvement Fund account 40-060-032-6681 with available budget of \$822,828.89. Using \$212,173.21 for this purchase will leave a budget balance remaining in this account of \$610,655.68 for other projects.

ATTACHMENTS:

1. Resolution Sheet
2. FSGQuote
3. Cottonwood Trail Photometrics
4. Cottonwood Trail 1 Map
5. Cottonwood Trail 2 Map
6. Hutto Lake Park Photometrics
7. Hutto Lake Map
8. FSG Conflict of Interest Questionnaire
9. FSG House Bill 89 Verification
10. FSG 1295-R-2024-006
11. FSG Insurance

RESOLUTION NO. R-2024-006

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR SOLAR TRAIL LIGHTING WITH FACILITY SOLUTIONS GROUP IN AN AMOUNT NOT TO EXCEED \$212,173.21 THROUGH BUYBOARD CONTRACT NO. 657-21; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hutto City Council approved Trail Lighting in the FY24 Capital Improvement Plan; and

WHEREAS, Staff is recommending that the City enter into an Agreement with Facility Solutions Group through BuyBoard Contract No. 657-21 in the amount not to exceed \$212,173.21; and

WHEREAS, under the Agreement, Facility Solutions Group will install and provide materials for 80 solar lights along Cottonwood Creek Trail and in Hutto Lake Park; and

WHEREAS, the City of Hutto committed to maintaining safe and attractive trails for use by Hutto residents and visitors; and

WHEREAS, Facility Solutions Group will provide a 5-year warranty on the pole, a 10-year warranty on the battery, and 25-year warranty on the solar panels.

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 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 4th day of January 2024.

[SIGNATURES FOLLOW ON NEXT PAGE]

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary



Facility Solutions Group - FSG Lighting
2525 Walnut Hill Lane, suite 300
Dallas, Texas 75229

QUOTE

Job Name: City Of Hutto - MHS Planning & Design
Issue Date: 12/22/23

BuyBoard# 657-21

QTY	MANUFACTURER	DESCRIPTION	UNIT PRICE	AMOUNT
80	GREEN FROG SYSTEMS	DEFENDER-55-4K <i>Defender Solar Light. 1-36W Plus 19W PIR, 4K CCT, 32W Panel, 307Wh LiFePO4 Battery, integrated 60mm pole mount. Warranty 5 years / 25 year solar panel / 10 year battery performance</i>	\$1,102.50	\$88,200.00
80	GREEN FROG SYSTEMS	RSPDB-19.10-4.5-11-BLK-T2 <i>Round Straight Pole, Direct Bury, 19 Feet 10 Inches, 16 Feet Above Grade, (3 Feet 10 Inches Below Grade) 4.5 Inch OD, 11 Gauge Steel, Black Finish, With A 2-3/8 Inch x 4 Inch Tall Tenon. NOTE: Fixture 16' or 18' Above Grade Stealth 24 Inch Vertical Bracket</i>	\$593.25	\$47,460.00
20	GREEN FROG SYSTEMS	POLE-CUSTOM <i>Description: 24" Single Sided Banner Arms Set</i>	\$315.00	\$6,300.00
3	GREEN FROG SYSTEMS	GFS-EXP-32W <i>32W External Solar Panel Fitted w/ Adjustable Mount Bracket to Suit 76m/3" & 100mm/4" poles - DEFENDER & STEALTH</i>	\$192.50	\$577.50
1	GREEN FROG SYSTEMS	INSTALLATION <i>Installation of: Of The Above Bill Of Materials. Each Pole Will Have A 4"-6" Raised Edge Concrete Mow Ring At The Base.</i>	\$73,225.00	\$73,225.00
1	GREEN FROG SYSTEMS	Year End Discount <i>Green Frog Systems Products. Discounted Pricing Is Valid Until 12/31/23</i>	-\$4,439.29	-\$4,439.29

Notes

- This Quotation is subject to Facility Solutions Group standard [terms and conditions](#).
- Quote Valid for 30 days unless otherwise noted
- Verify all quantities, colors, finishes, requirements, lengths and voltages before approving
- Any changes to BOM requires a requote
- Returns and cancellations maybe subject to a restocking fee
- Year End Discount valid untill 12/31/23

SUBTOTAL: \$211,323.21

FREIGHT: \$850.00

GRAND TOTAL: \$212,173.21

Approved by:

NAME: _____

DATE: _____

DEFENDER-55

GEN2

ALL IN ONE SOLAR LIGHT



ALL-IN-ONE
standalone design

55W
10,285lm

PASSIVE IR
MOTION
DETECTION

DEFENDER

ALL IN ONE SOLAR SERIES

Green Frog Systems
IoTREADY

The game changing DEFENDER-55 all one solar light is the most advanced medium duty solar light available from Green Frog Systems. The unit features adjustable angle LED's, twin PIR motion detection and an advanced nano-particle battery with passive cell balancing technology plus a fully programmable solar controller.

Smart City Ready, the DEFENDER can be easily deployed as part of a remotely controlled lighting network independent of the mains power grid without having to compromise on performance.

APPLICATIONS

- Streets
- Pathways
- Car Parks
- Industrial
- Marinas
- Jetties
- Parks
- Recreation

UP TO
102
HOURS

EASY TO
INSTALL

5
YEAR UNIT
WARRANTY

DEFENDER-55

ALL IN ONE SOLAR LIGHT



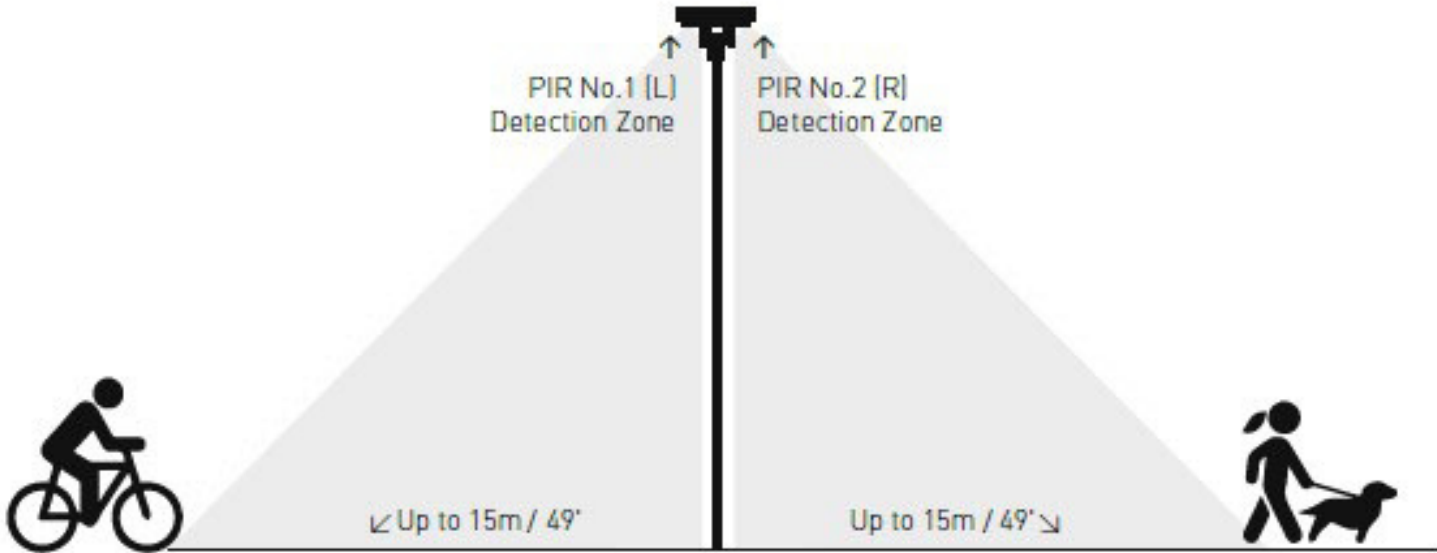
ADJUSTABLE LED - ROTATION ANGLES

-40°

0°

+40°

PIR FUNCTION - TWIN DETECTION ZONE



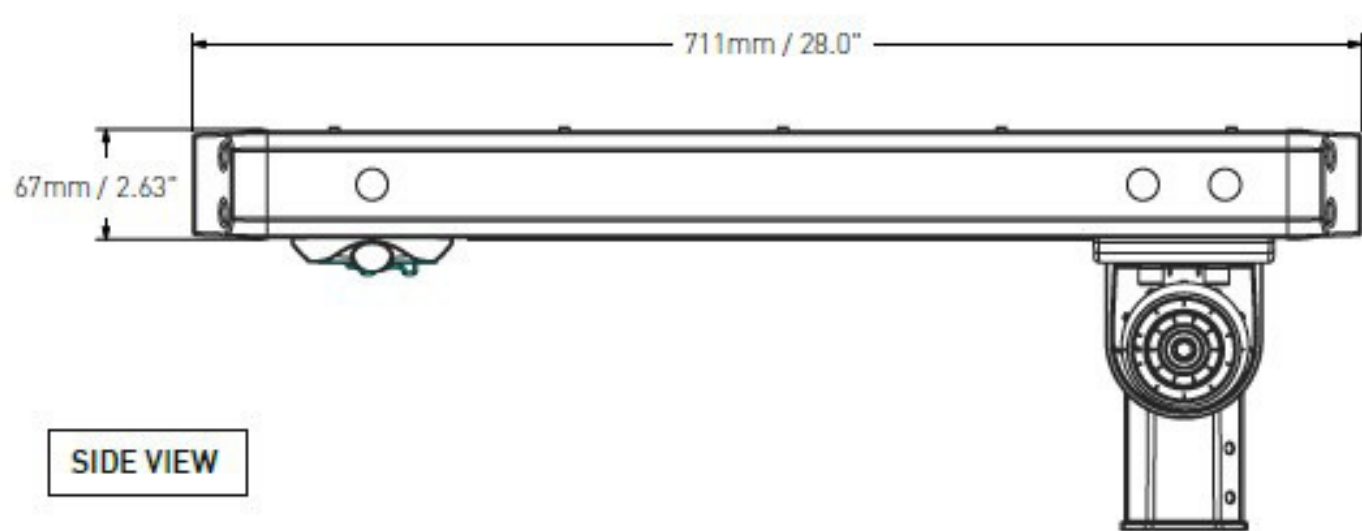
PIR No.1 [L] Detection Zone

PIR No.2 [R] Detection Zone

Up to 15m / 49'

Up to 15m / 49'

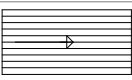
PRODUCT DIMENSIONS



SIDE VIEW

AUSTRALIA / OCEANIA greenfrogsystems.com.au +61 8 7280 2989 | USA / AMERICAS greenfrogsystems.com +1 (214) 828-7010 | MAY 2020 | v1.0

SUMMARY TABLES:

Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lum. Lumens
	51	A	0.900	GFS DEFENDER 55-29W-Type-3, 4000K-Fixture MH @ 17' AFG + 7° Fixture & Optic	29	4314

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PATHWAY	Illuminance	Fc	0.76	3.4	0.0	N.A.	N.A.

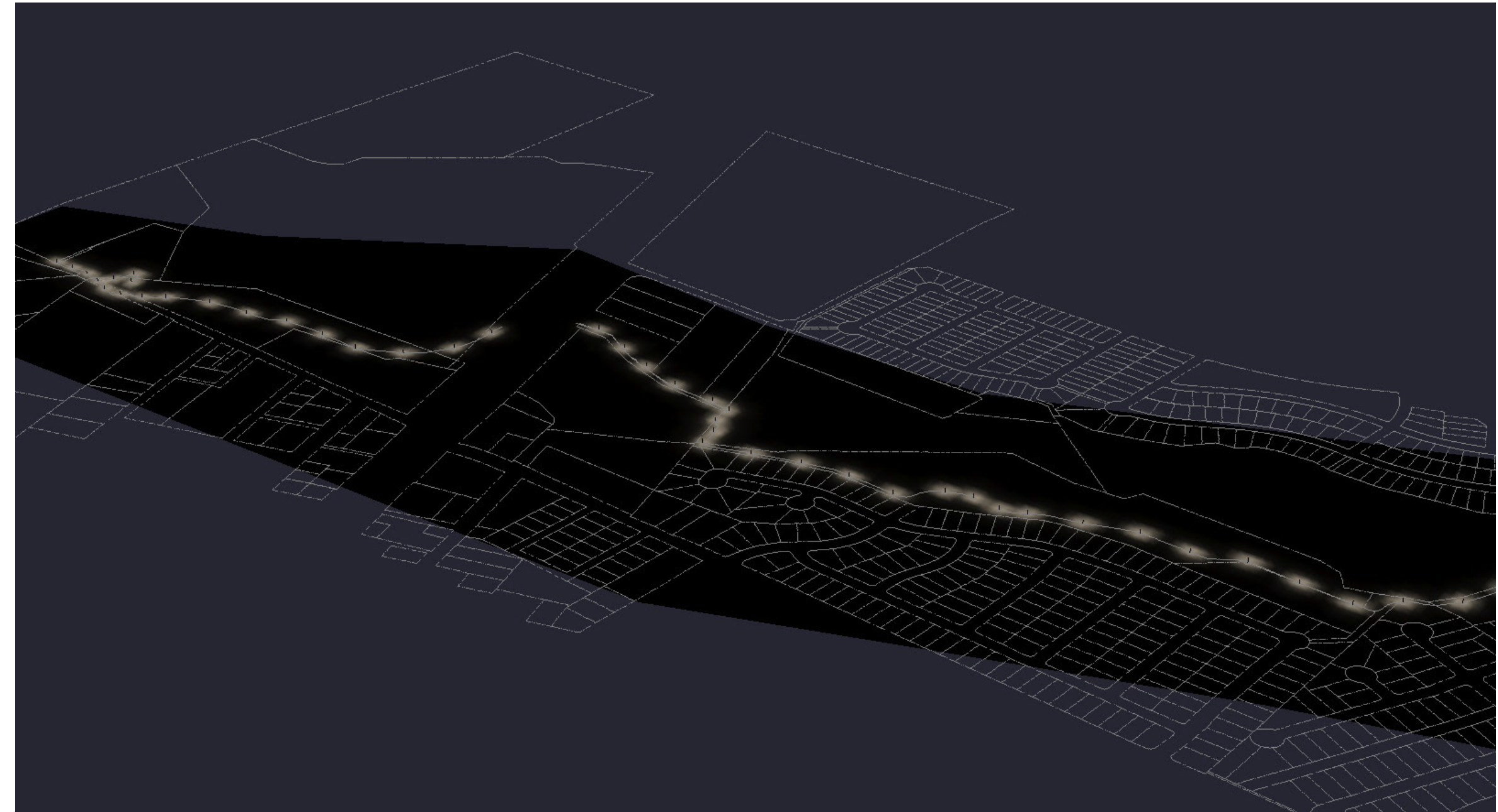
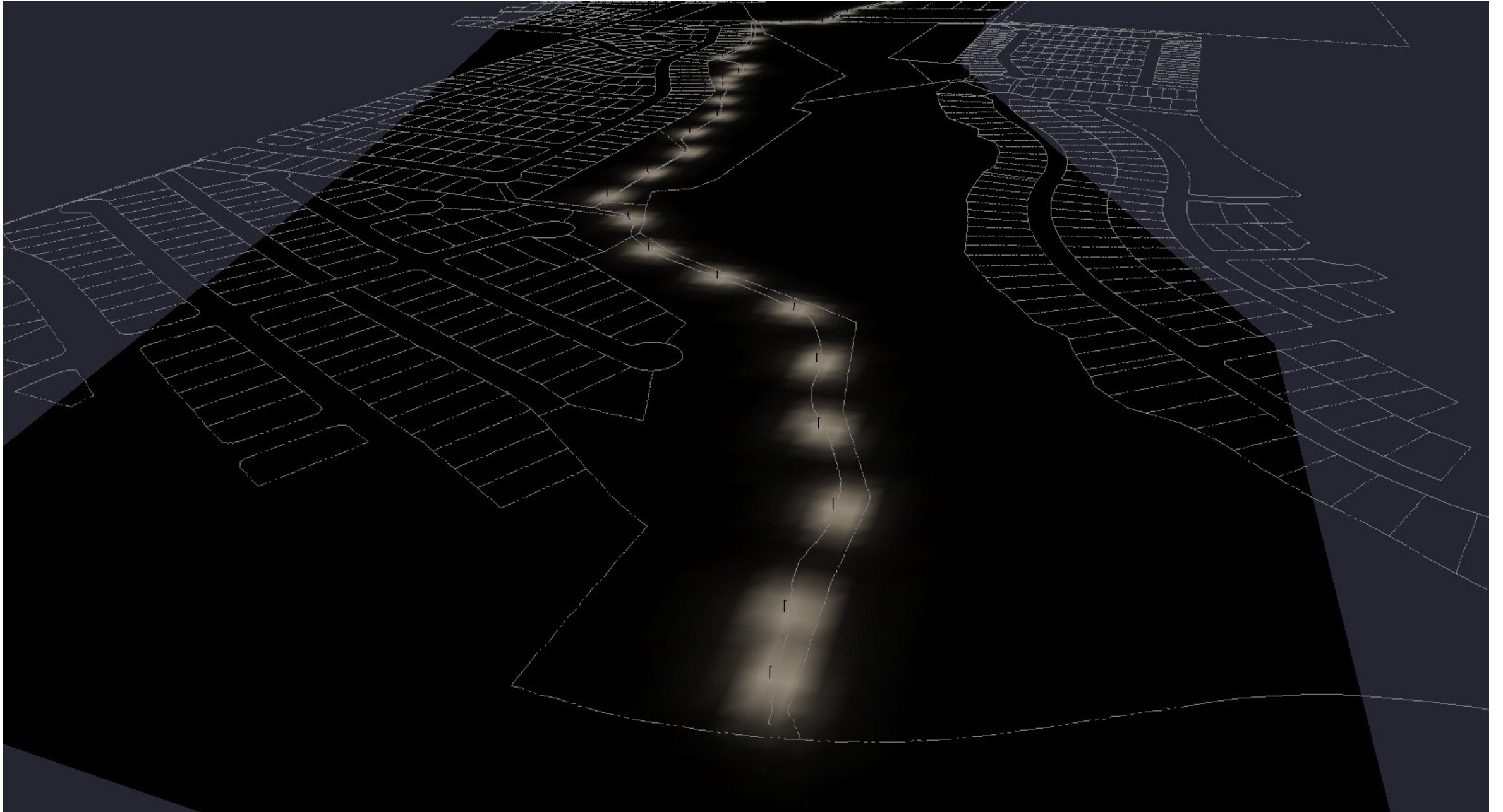
PARAMETERS:

Fixture Mounting Height 17ft AFG, Calcs @ Grade

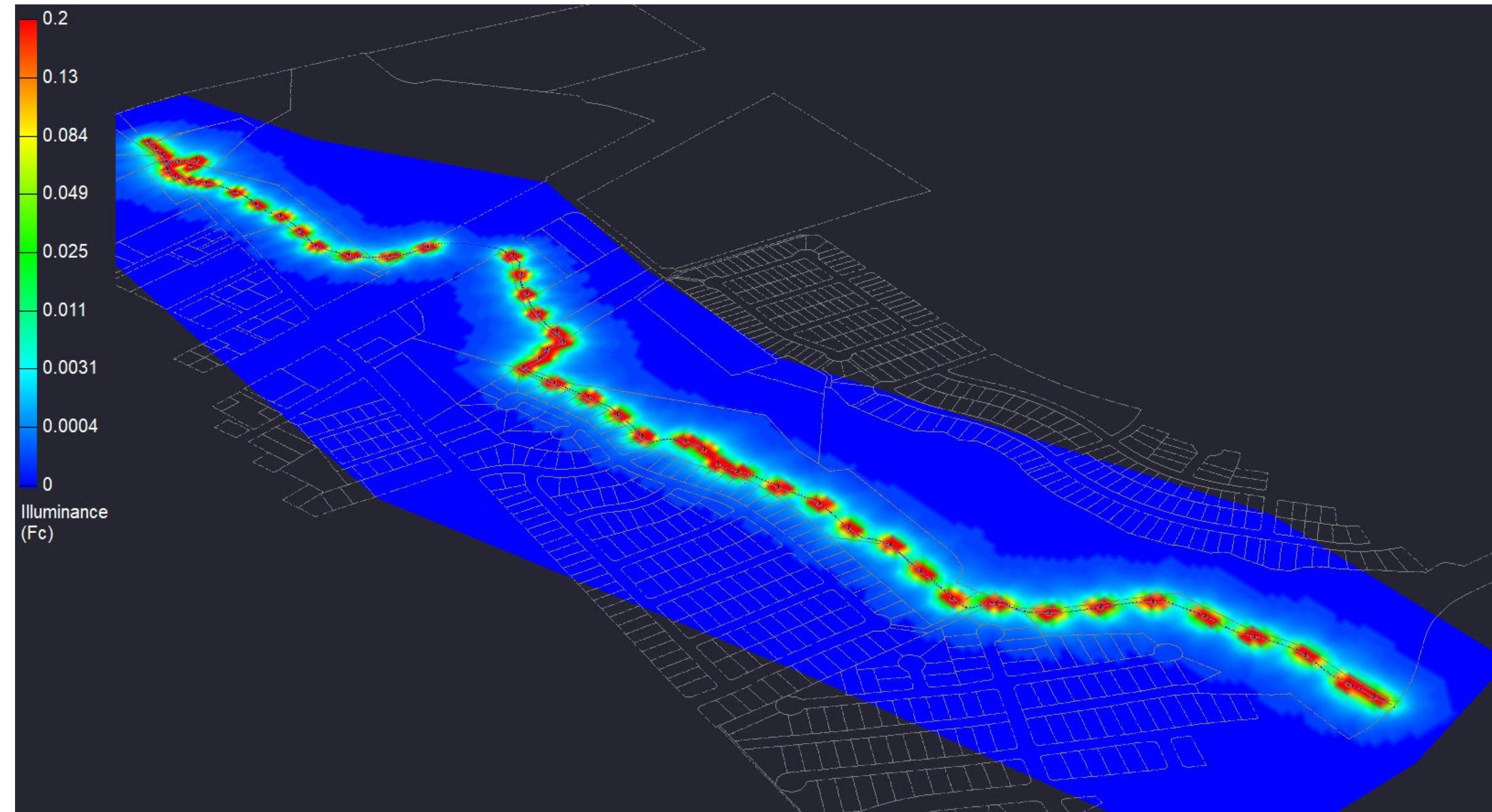
GFS Contact = Jonathan Darrow @ M: 214.771.5591 – E: Jonathan.Darrow@GreenFrogSystems.com

DISCLAIMER:

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY (IESNA) APPROVED METHODS. ADDITIONALLY, THE PREPARER USED INFORMATION PROVIDED BY THE CUSTOMER. IF/WHEN SUFFICIENT INFORMATION WAS NOT PROVIDED, PREPARER USED EDUCATED ASSUMPTIONS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE(S) MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER FIELD CONDITIONS NOT ACOUNTED FOR IN THIS PHOTOMETRIC ANALYSIS. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND RELEVANT LIGHTING QUALITY COMPLIANCE.



RGB Color (Luminance Only)



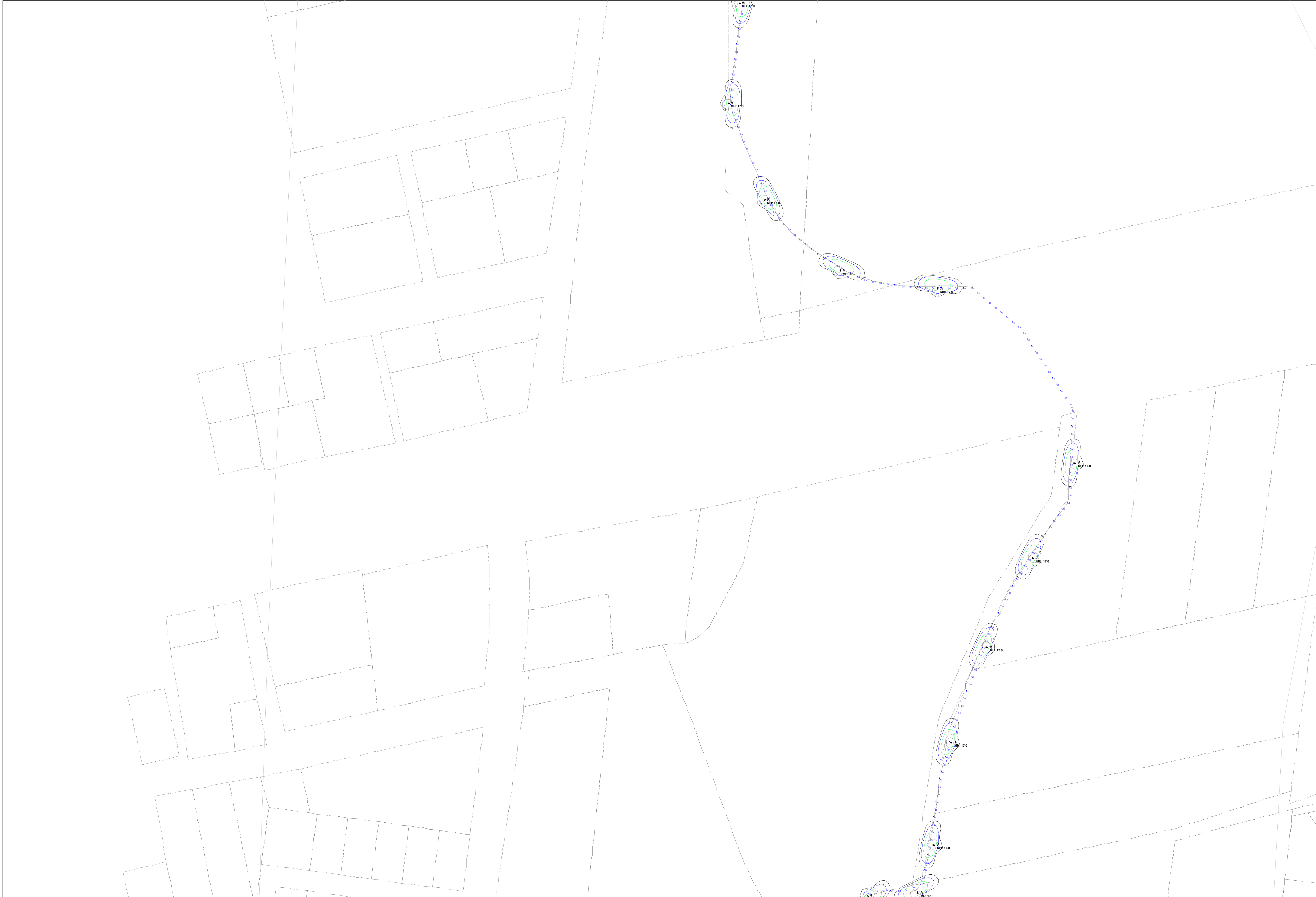
Thermal Pseudo Color (Illuminance)



Scale: 1 inch= 80.00 Ft.

COTTONWOOD TRAIL

Green Frog Systems
1507 Capital Ave
Suite 102
Plano, Texas 75074
O +1 214.838.7010
www.GreenFrogSystems.com



Scale: 1 inch= 80.00 Ft.



Date:12/12/2023

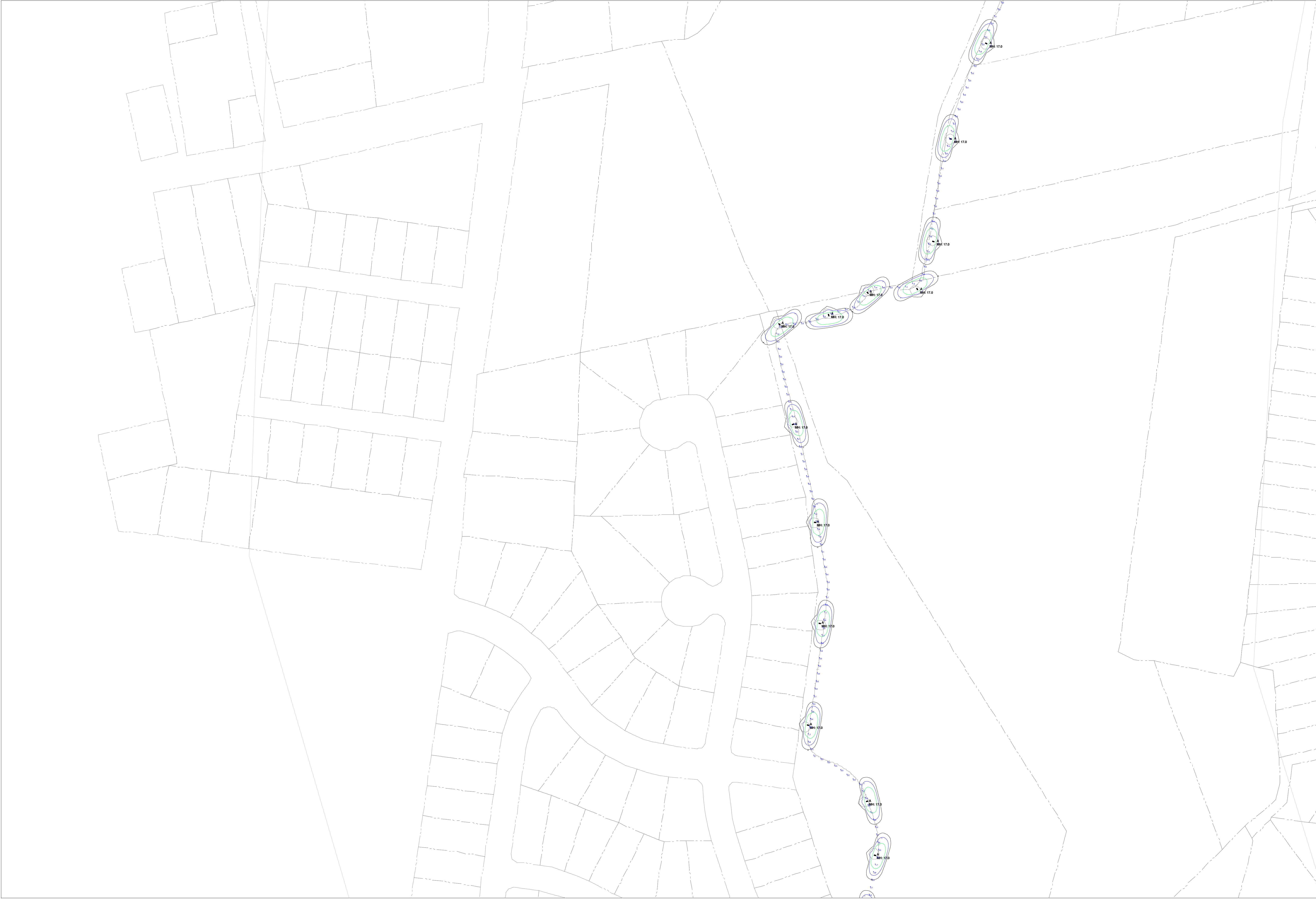
PROJECT:

COTTONWOOD TRAIL

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Suite 102
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O +1 214.838.7010
www.GreenFrogSystems.com

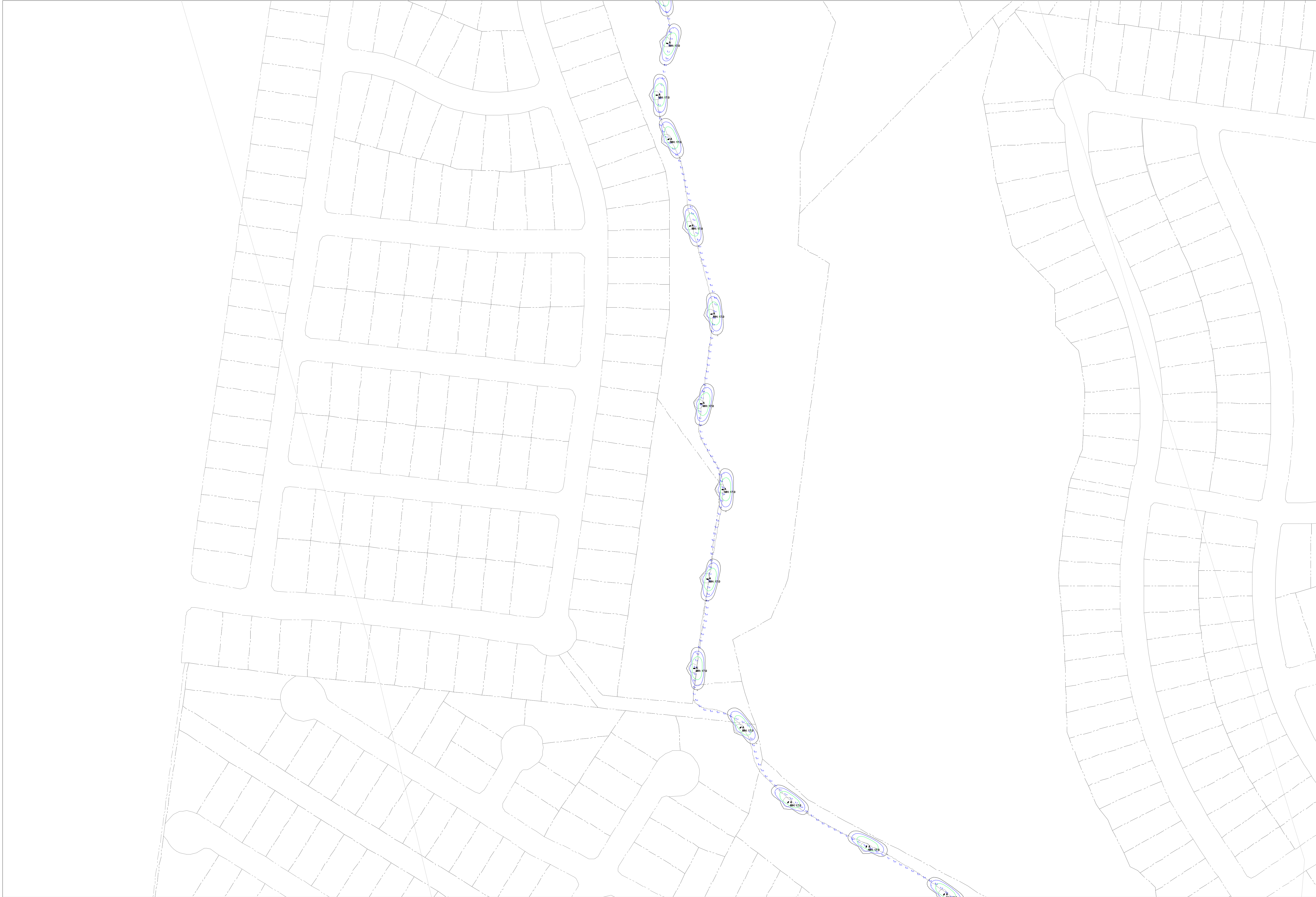


One Way Up
Photometric Design
LAphotometrics@gmail.com
310.981.4201



Scale: 1 inch= 80.00 Ft.

COTTONWOOD TRAIL



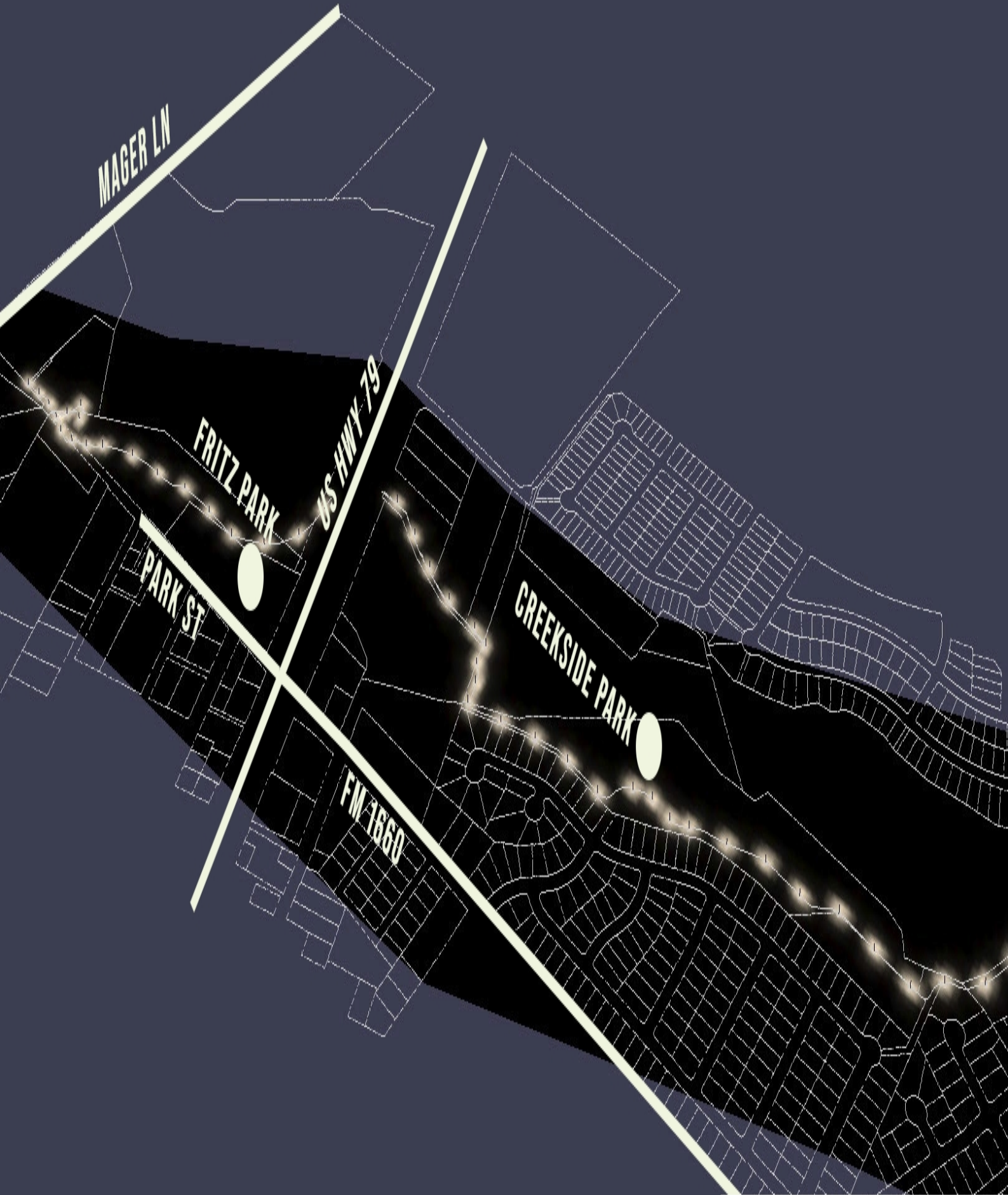
Scale: 1 inch= 90.91 Ft.

COTTONWOOD TRAIL



Scale: 1 inch= 90.91 Ft.

COTTONWOOD TRAIL



FM 1660

CREEKSIDE PARK

CARL STERN DR



DEFENDER-55

GEN2

ALL IN ONE SOLAR LIGHT



ALL-IN-ONE
standalone design

55W

10,285lm

**DEFENDER**
ALL IN ONE SOLAR SERIES

The game changing DEFENDER-55 all one solar light is the most advanced medium duty solar light available from Green Frog Systems. The unit features adjustable angle LED's, twin PIR motion detection and an advanced nano-particle battery with passive cell balancing technology plus a fully programmable solar controller.

Smart City Ready, the DEFENDER can be easily deployed as part of a remotely controlled lighting network independent of the mains power grid without having to compromise on performance.

APPLICATIONS

- Streets
- Pathways
- Car Parks
- Industrial
- Marinas
- Jetties
- Parks
- Recreation

UP TO

102

HOURS



EASY TO
INSTALL

5

YEAR UNIT
WARRANTY

DEFENDER-55

ALL IN ONE SOLAR LIGHT



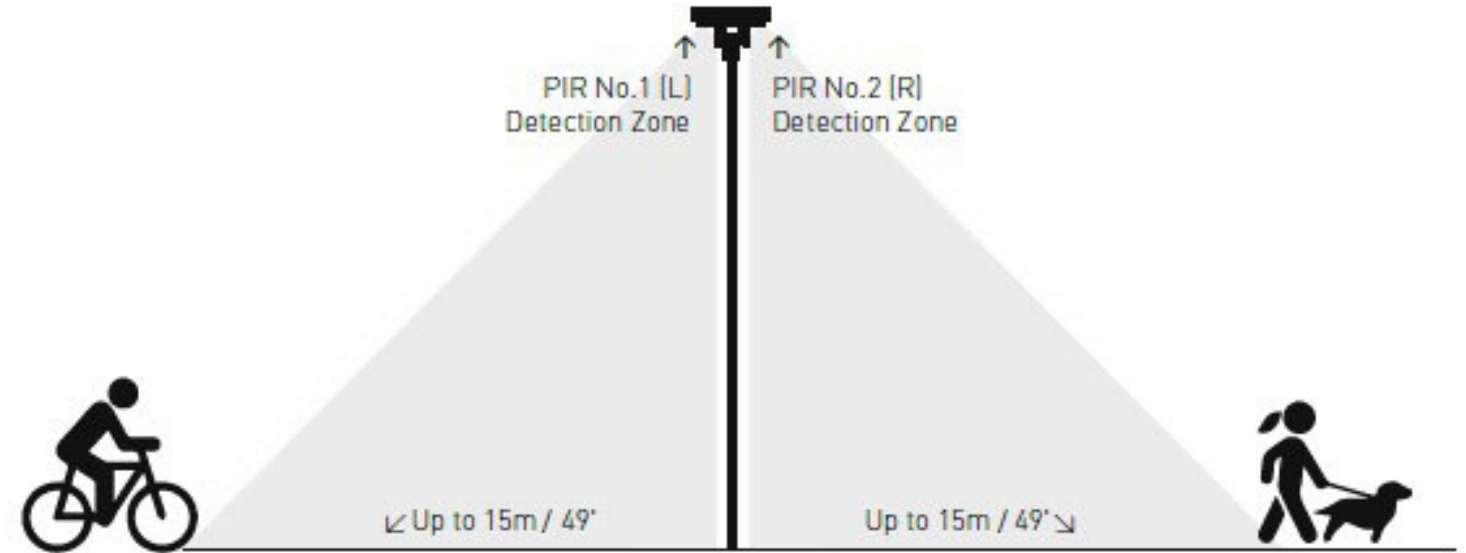
ADJUSTABLE LED - ROTATION ANGLES

-40°

0°

+40°

PIR FUNCTION - TWIN DETECTION ZONE



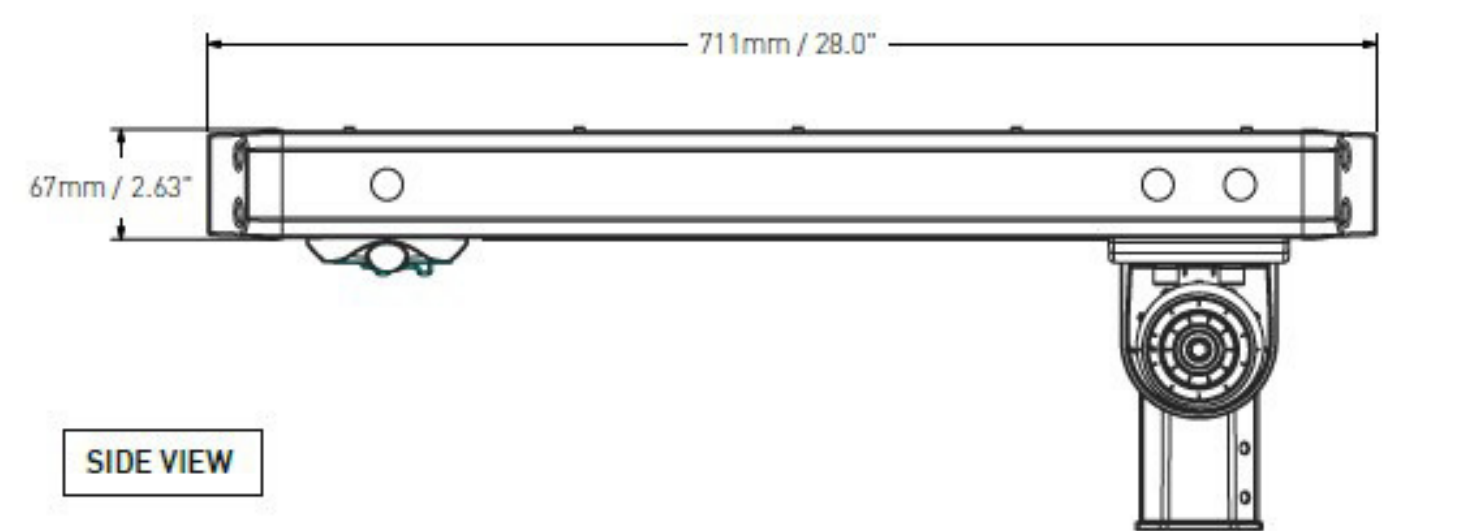
PIR No.1 [L] Detection Zone

PIR No.2 [R] Detection Zone

Up to 15m / 49'

Up to 15m / 49'

PRODUCT DIMENSIONS



711mm / 28.0"

67mm / 2.63"

SIDE VIEW

AUSTRALIA / OCEANIA

greenfrogsystems.com.au

+61 8 7288 2989

USA / AMERICAS

greenfrogsystems.com

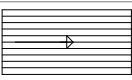
+1 (214) 828-7010

MAY 2020 | v1.0

RGB Color (Luminance Only)

Thermal Pseudo Color (Illuminance)

SUMMARY TABLES:

Luminaire Schedule						
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Calculation Summary							
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PATHWAY	Illuminance	Fc	0.84	3.4	0.0	N.A.	N.A.

PARAMETERS:

Fixture Mounting Height 17ft AFG, Calcs @ Grade

[GFS Contact = Jonathan Darrow @ M: 214.771.5591 – E: Jonathan.Darrow@GreenFrogSystems.com](#)

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GREEN FROG
SYSTEMS

SOLAR LIGHTING INNOVATION



Date:12/12/2023

PROJECT:

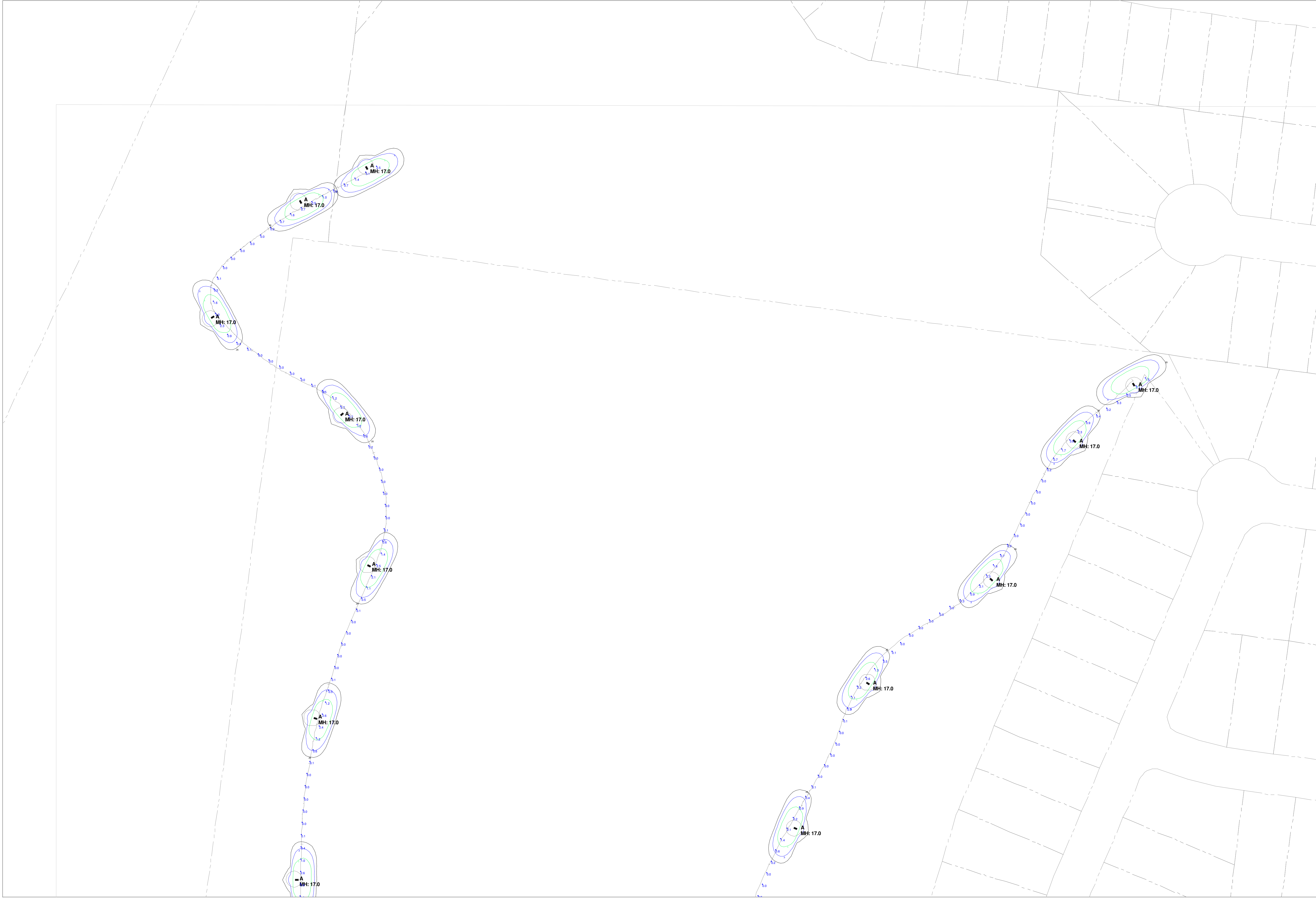
HUTTO LAKE PARK

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One Way Up
Photometric Design
L.Aphotometrics@gmail.com
310.981.4201

Page 387 of 485



Scale: 1 inch= 50.00 Ft.



Date:12/12/2023

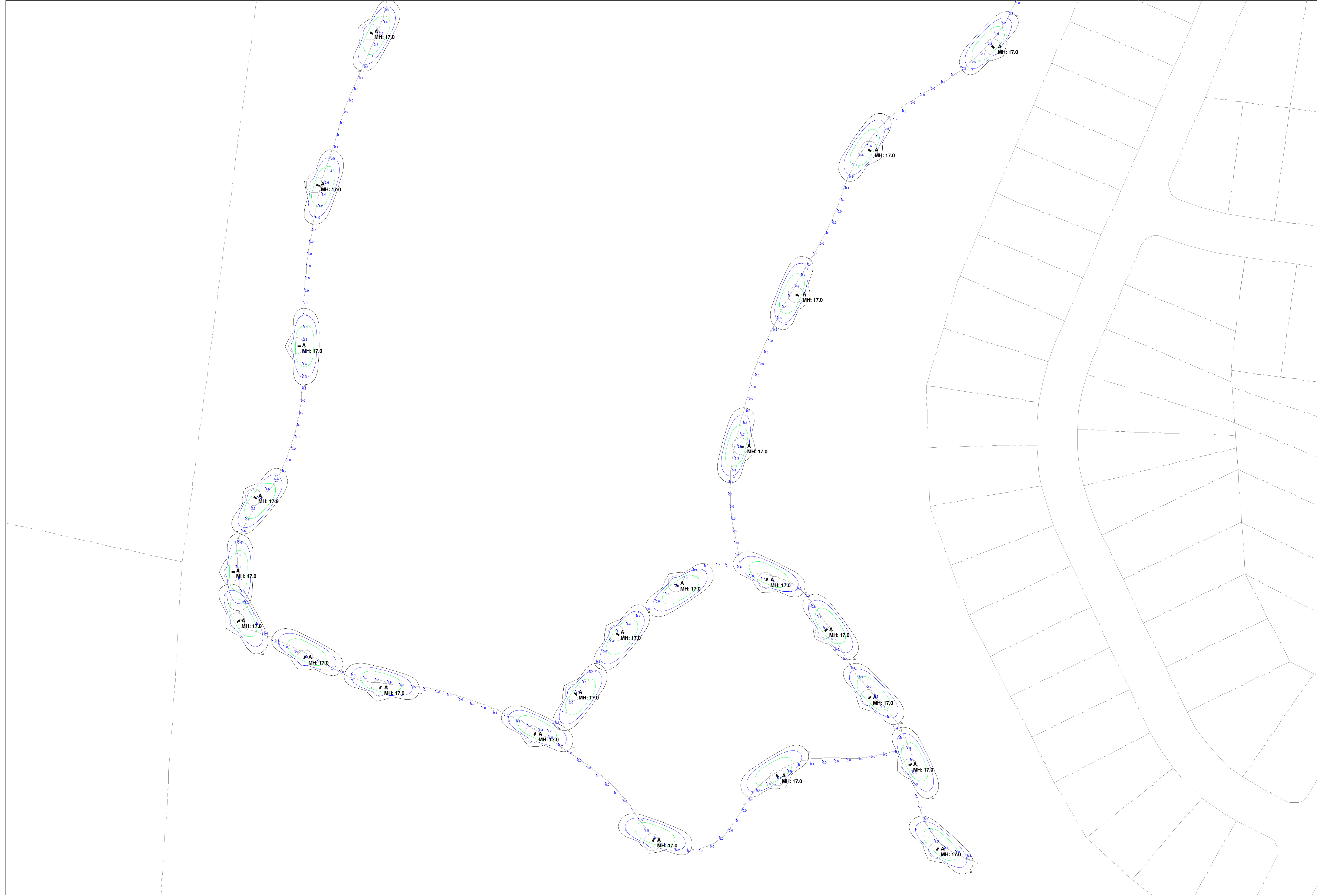
PROJECT:

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One Way Up
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Scale: 1 inch= 50.00 Ft.



Date:12/12/2023

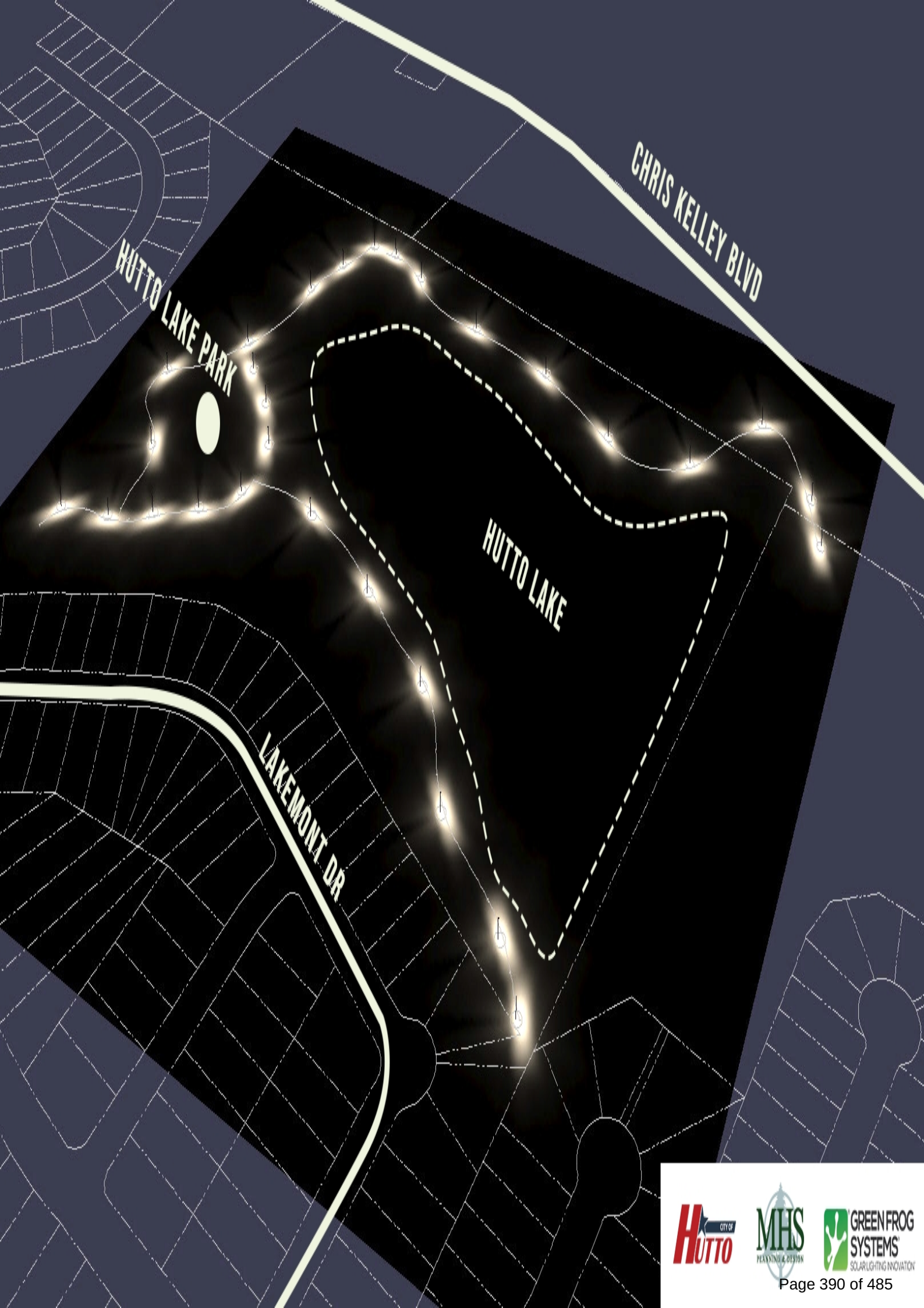
PROJECT:

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One Way Up
Photometric Design
LPhotometrics@gmail.com
310.981.4201



CHRIS KELLEY BLVD

HUTTO LAKE PARK

HUTTO LAKE

LAKEMONT DR

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

FACILITY SOLUTIONS GROUP

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.

N/A

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.

N/A

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 Daniel D. McLaughlin
Signature of vendor doing business with the governmental entity

12/26/2023
Date

Organization Name
House Bill 89 Verification

I, Daniel P. McLaughlin (Person name), the undersigned
representative of (Company or Business name) FACILITY SOLUTIONS Group (FSG)

(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.

December 26, 2023
DATE

Daniel P. McLaughlin
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 26 day of December, 2023, personally appeared
Daniel P. McLaughlin, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Mary Lisa Garcia
NOTARY SIGNATURE

December 26, 2023
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Facility Solutions Group, Inc.
Dallas, TX United States

Certificate Number:
2023-1107107

Date Filed:
12/27/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Buyboard 657-21
Solar Trail Lighting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Daniel P. McLaughlin, and my date of birth is 12/06/1954.

My address is 2525 Walnut Hill Lane, Dallas, TX, 75229, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TEXAS, on the 27th day of December, 2023.
(month) (year)

Daniel P. McLaughlin

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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 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	CONTACT NAME: LARRY THOMPSON
BLT INSURANCE SERVICES	PHONE (A/C, No, Ext): 903-587-2493
P.O. BOX 77	FAX (A/C, No): 903-587-2960
303 HWY. 69 N.	E-MAIL ADDRESS: LARRYT@BLTENT.NET
LEONARD TX 75452	INSURER(S) AFFORDING COVERAGE
	INSURER A : PENN AMERICA INSURANCE COMPANY
	INSURER B : PROGRESSIVE COMMERCIAL
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES		CERTIFICATE NUMBER:		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC	X	010090830-0	02/10/2023	02/10/2024
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		971853084	07/31/2023	07/31/2024
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDERCITY OF HUTTO
500 W. LIVE OAK ST.
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
LARRY THOMPSON

ACORD 25 (2010/05)

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AGENDA ITEM REPORT

14.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-008 approving the purchase of two (2) Toyota Tacoma Double Cab 4x4 vehicles, from the approved FY 2024 budget, from Silsbee Toyota in the amount of \$77,204 through The Interlocal Purchasing System (TIPS) (Rick Coronado)
Meeting: Thursday, January 4, 2024
Department: Public Works /
Staff Contact: Rick Coronado

BACKGROUND INFORMATION:

The Public Works Utility Division requires all terrain vehicles capable of transporting personnel, equipment, and tools to remote sites in Hutto, TX and adjacent well fields in Thrall TX (Williamson County). These vehicles will be used by utility personnel for routine and emergency inspections, work performance and equipment delivery to maintain City of Hutto infrastructure. One vehicle unit will be used to replace an existing unit and the other unit is for additional staff hire.

SUMMARY OF REQUEST:

The request is to purchase two (2) mid-sized truck vehicles for daily use and high mileage travel to remote facilities owned and operated by the City of Hutto including new infrastructure under construction.

STAFF REVIEW:

Mid-sized truck vehicles are in high demand and difficult to source. This purchase of vehicles will support the additional staff additions in the hiring process.

FISCAL NOTES:

This item is being funded by the Utility Fund (50-040-058-6602 and 50-040-058-6664). The budget for these line items in FY 2024 is \$110,000. There have been encumbrances of \$19,778.88 to date, and the remaining funds available of \$90,221.12 to purchase two (2) vehicles at \$77,204.00.

ATTACHMENTS:

1. 202312_21 Hutto Res Approving vehicles R-2024-008
2. CITY OF HUTTO 7594 TACOMA 4WD 2023 CREW CAB TIPS 121923
3. 210907_CONTRACT_Automobiles_Silsbee_Toyota

AGENDA ITEM REPORT

14.2.



RESOLUTION NO. R-2024-008

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING THE PURCHASE CONTRACT SILSBEE
TOYOTA AND THE CITY OF HUTTO IN THE AMOUNT OF
\$77,204.00 FOR TWO (2) SERVICE TRUCKS;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT PROCURED THROUGH THE
INTERLOCAL PURCHASING SYSTEM (TIPS) BUY
CONTRACT NO. 210907 AUTOMOBILES; PROVIDING
PROPER NOTICE & MEETING, AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Hutto (“City”) desires to maintain City of Hutto infrastructure through purchasing equipment to assist with routine and emergency inspection, work performance, and equipment delivery; and

WHEREAS, the City desires to approve the agreement between Silsbee Toyota and the City for two (2) Toyota trucks in the amount of \$77,204; and

WHEREAS, the City Council desires to authorize the City Manager to execute the agreement, 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 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 _____, 2024.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: CITY OF HUTTO

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: TOYOTA TACOMA DOUBLE CAB

Date: December 16, 2023

A. Bid Item: 31

A. Base Price: \$ **29,010.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
7594	2023 TACOMA DOUBLE CAB SR 4X4	\$ 4,500.00			
	LIMITED SLIP DIFFERENTIAL	\$ -			
40	EXTERIOR WHITE	\$ -			
FB14	INTERIOR--GRAY CLOTH	\$ -			
	3.5L V6	\$ 2,260.00			
	POWER EQUIPMENT GROUP	\$ -			
	REAR VIEW CAMERA	\$ -			
	CRUISE	\$ -			
	TOWING PKG	\$ -			
Total of B. Published Options:					\$ 6,760.00

Published Option Discount (5%) \$ **(338.00)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
TINT ALL 4 MAX LEGAL	\$ 250.00	EXTERIOR - WHITE	
SILSBEE FLEET INSTALL	\$ 2,195.00	INTERIOR- GRAY CLOTH	
HEADACHE RACK	INC		
LIGHT BAR FULL SIZE A/B	INC		
WIRED TO ROCKER SWITCH	INC	UNITS ON THE GROUND!	
		149953	
Total of C. Unpublished Options:			\$ 2,445.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment:

G. Additional Delivery Charge: 250 miles

\$ 375.00

H. Subtotal:

\$ 38,602.00

I. Quantity Ordered 2 x H =

\$ 77,204.00

J. Trade in:

\$ -

K. Total Purchase Price

\$ **77,204.00**

TIPS VENDOR AGREEMENT

Between SILSBEE TOYOTA and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210907 Automobiles

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original **three-year** term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS REP 210907 AUTOMOBILES

Company Name SILSBEE TOYOTA
Address 1211 US HIGHWAY 96 NORTH
City SILSBEE State TX Zip 77656
Phone 512.4361313 Fax _____
Email of Authorized Representative SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Name of Authorized Representative SETH GAMBLIN
Title SALES
Signature of Authorized Representative SETH GAMBLIN
Date 10/15/2021
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature David Wayne Fitts
Approved by ESC Region 8 David Wayne Fitts
Date 10/29/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210907 Addendum 2

SILSBEE TOYOTA

Supplier Response

Event Information

Number: 210907 Addendum 2

Title: Automobiles

Type: Request for Proposal

Issue Date: 9/2/2021

Deadline: 10/19/2021 03:00 PM (CT)

Notes: **If you already hold a contract that allows you to sell all your offerings, there may be no need to respond to this RFP.**

This may include new cars, trucks, vans, buses (other than school buses as defined by the USDOT or applicable state law, whichever is most restrictive), SUVs, ATVs, UTVs, motorcycles and parts and accessories and service.

Any type of motorized vehicle on or off road. New or used. New vehicles are priced at a minimum discount from Manufacturer's list price. Used vehicles must be priced based on your proposed coefficient or percentage of the book relative price against a published used vehicle pricing service that you select and agree to document. Example Blue book, Black book, NADA, etc. or other catalog that meets the definition of "catalog" published in the RFP. See additional information in the specifications.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE TOYOTA Information

Address: PO BOX 815
SILSBEE, TX 77656
Phone: (512) 436-1313

By submitting your response, you certify that you are authorized to represent and bind your company.

SETH GAMBLIN

Signature

Submitted at 10/19/2021 10:20:26 AM

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Email

Supplier Note

THANK YOU!

Requested Attachments

Agreement Signature Form

210907 Agreement Signature Form SILSBEE TOYOTA.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210907 Pricing Form 2 (1) SILSBEE TOYOTA.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210907 Reference_Form SILSBEE TOYOTA.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Marketing statement Silsbee Fleet COMPANY SUMMARY.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

210907 Vendor Agreement SILSBEE TOYOTA.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

210907 Pricing Form 1 (3)SILSBEE TOYOTA.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210907 CONFIDENTIALITY CLAIM FORM (2) SILSBEE TOYOTA.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

SILSBEE TOYOTA W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. YES
---	--

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

11 Primary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

1 2	Secondary Contact Name Secondary Contact Name SETH GAMBLIN
1 3	Secondary Contact Title Secondary Contact Title FLEET SALES
1 4	Secondary Contact Email Secondary Contact Email SGAMBLIN.SILSBEEFLEET@GMAIL.COM
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5124361313
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. SETH GAMBLIN
1 9	Admin Fee Contact Email Admin Fee Contact Email SGAMBLIN.SILSBEEFLEET@GMAIL.COM
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5124361313
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. SETH GAMBLIN
2 2	Purchase Order Contact Email Purchase Order Contact Email SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 Purchase Order Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

26 Primary Address
Primary Address

27 Primary Address City
Primary Address City

28 Primary Address State
Primary Address State (2 Digit Abbreviation)

29 Primary Address Zip
Primary Address Zip

30 Search Words:
Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.
Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3
2

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

3
3

Company Residence (City)

Vendor's principal place of business is in the city of?

SILSBEE

3
4

Company Residence (State)

Vendor's principal place of business is in the state of?

TEXAS

3
5

Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

0%

3
6**MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

3
7**Catalog or list pricing of vendor**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
8**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
9**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
0**Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1**Years in Business as Proposing Company**

Years in business as proposing company?

4
2

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

4
3

Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4
4

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
5

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

4
6

Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

4
7

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
8

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5
4**2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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5**2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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6**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

57

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

58

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

59

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60

2 CFR PART 200 Rights to Inventions

If the 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 of 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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

61

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

62

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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3

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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5

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

☒ Yes, I Agree (Yes)

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Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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Remedies Explanation of No Answer

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Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
1

Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7
2**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

7
3**Infringement(s) Explanation of No Answer**7
4**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree (Yes)

7
5**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

7
8**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
9**Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8
0**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
2**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
3**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
4**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
5**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

8
6**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

8
7**Required Confidentiality Claim Form****Required Confidentiality Claim Form**

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

8
8**Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

8
9**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9
0**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9
1**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
2**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
3**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
4**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9
5**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

9
6

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

9
7

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

References

TIPS RFP 210907 AUTOMOBILES

SILSBEE TOYOTA

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
TEXAS PARKS AND WILDLIFE	JOHN WYATT	JOHN.WYATT@TPWD.TEXAS.GOV	512.389.4964
HARRIS COUNTY	SYD SEXTON	SYD.SEXTON@HARRIS.CO.TX.GOV	713.755.5362
FORD MOTOR COMPANY	CRAIG FETTY	CRAIG.FETTY@FORD.COM	303.522.5753

Required Confidential Information Status Form

SILSBEE TOYOTA

Name of company

SETH GAMBLIN, FLEET SALES

Printed Name and Title of authorized company officer declaring below the confidential status of material

1211 US HIGHWAY 96 N

SILSBEE

TX

77656

5124361313

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 0 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature SETH GAMBLIN Date 10/18/21

AGENDA ITEM REPORT

14.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-007 regarding amendment No. 3 for drainage design services to the K. Friese Contract in the amount of \$72,060 for the Megasite East/West Spine road project (CIP T07-2023) (Matt Rector)
Meeting: Thursday, January 4, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On October 23, 2022 City Council approved a contract with K Friese and Associates for the design of the Megasite East/West Spine Road. That original contract was for \$750,103.99.

On April 6, 2023 City Council approved an amendment to the contract to include the design for water, wastewater, and drainage/detention that were previously omitted from the project. That amendment was for \$489,171.20.

The second amendment to the contract added construction phase services that were previously omitted from the project. The amendment was approved by City Council December 14, 2023 in the amount of \$80,505.00, for a total contract cost amount \$1,319,780.19.

The purpose of this item is to make a third amendment to the contract to add Project Management Administration and professional services to revise the drainage design to accommodate adjacent developments within the project. This amendment is being proposed for the amount of \$72,060.00. This will bring the total contract cost to \$1,391,840.19.

The EDC has awarded the construction contract and coordinated construction activities to progress simultaneous in areas that are not impacted by the proposed drainage changes. The Engineer of Record will perform project management and complete the design changes, to be coordinated with the general contractor for a change order. So this amendment is being proposed concurrent with that process to ensure that the engineer of record is under contract for construction phase services during construction progress.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT

14.3.



FISCAL NOTES:

The design and engineering for the East-West Spine Road project is being paid with the 2022 General Obligation Bonds (12-040-060-6650). Construction for this project is being paid for by the 2022 General Obligation Bonds and the 2023 General Obligation Bonds.

There was \$15,490,000 allocated to this project between the two bond issues for all fiscal years. There has been \$12,673,580 encumbered to date. If this amendment is awarded, that will leave \$2,816,419 in remaining funds for this project (718,259 in the 2023 General Obligation Bonds and \$2,098,160 in the 2022 General Obligation Bonds).

ATTACHMENTS:

1. Resolution _E-W Spine Road-KFA Amendment No. 3_revised R-2024-007
2. Megasite_East_West_Spine_Road
3. 20231206 - IPO Amend 03 - Hutto Mega Site Arterial Spine Rd_Partial

RESOLUTION NO. R-2024-007

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) 2023, AMENDMENT NO. 3 FOR PROJECT T07-2023 TO THE MASTER AGREEMENT WITH K FRIESE + ASSOCIATES, INC. RELATED TO THE MEGASITE EAST/WEST ARTERIAL SPINE ROAD; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Individual Project Order 2023, Amendment No. 3 with K Friese + Associates, Inc. relates to Project T07-2023 for the Megasite East/West Arterial Spine Road; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2023, Amendment No. 3 to the Master Agreement for Continuing Professional Services executed on July 15, 2021, 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: That the Hutto City Council hereby approves and authorizes the City Manager to execute the amendment to Individual Project Order 2023, attached as **Exhibit A**, a copy of same being attached hereto and incorporated herein for all intents and 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 4th day of January, 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Megasite East-West Spine Road



Megasite
East-West
Spine Road

Roadways



**Individual Project Order 2023
to the Master Agreement
between the City of Hutto
and K Friese + Associates, Inc.
(12/04/2023)**

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

Amendment No. 03



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as “City”) and **K Friese + Associates, Inc.**, (hereinafter referred to as “Consultant”) in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on July 15, 2021 (the “Agreement”) and IPO FOR PROJECT T7 executed on October 23, 2022 (the “Project IPO”).

Under this IPO, the City intends to construct the following projects:

- T7 Hutto – Megasite East/West Arterial Spine Road

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay Consultant as follows:

The table below presents a summary of the fee amounts and fee types for this IPO.

WORK DESCRIPTION	FEE AMOUNT	AMENDMENT No. 01 & 02 AMOUNT	CHANGE IN FEE	FEE TYPE
Project Management	\$40,170.00	\$26,030.00	\$4,980.00	LUMP SUM
Surveys	\$72,328.00	\$9,300.00	\$0.00	LUMP SUM
Geotechnical Analysis	\$12,690.00	\$12,919.20	\$0.00	LUMP SUM
Environmental Services/Permitting	\$27,262.90	\$0.00	\$0.00	LUMP SUM
Utility Coordination	\$1,400.00	\$0.00	\$0.00	LUMP SUM
Agency Permitting	\$9,670.00	\$0.00	\$0.00	LUMP SUM
30% Schematic Design	\$90,420.00	\$0.00	\$0.00	LUMP SUM
Regional Detention Analysis	\$0.00	\$19,700.00	\$20,240.00	LUMP SUM
60%, 90%, 100% Design	\$431,800.00	\$425,930.00	\$46,840.00	LUMP SUM
Additional Work (SUE/Expenses)	\$64,363.09	\$4,692.00	\$0.00	HOURLY
Construction Phase Services	\$0.00	\$71,105.00	\$0.00	LUMP SUM
TOTAL FEE	\$ 750,103.99	\$ 569,676.20	\$ 72,060.00	

The total lump sum amount authorized to Consultant under this amended IPO is \$1,391,840.19



City will pay consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the next increase effective on or about October 20, 2024 as stated in the Project IPO.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

SECTION 3 – ATTACHMENT

- 3.1 The following Appendices are attached to and made a part of this IPO:
- 3.1.1 Attachment A – Scope of Services
 - 3.1.2 Attachment B – Fee Schedule and Unit Rates
 - 3.1.3 Attachment C – Form 1295: Certificate of Interested Parties
 - 3.1.4 Attachment D – HB 89 Verification Form

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this IPO shall be the last date written below.

City of Hutto, Texas

K Friese + Associates, Inc.

By: _____
Signature

By: [Signature]
Signature

Name: _____
Printed Name

Name: THOMAS M. OWENS
Printed Name

Title: _____

Title: VICE PRESIDENT

Date: _____

Date: 22 DEC 23

Attest: _____

Attest: [Signature]



Attachment A – Scope of Services

Project No: T7

**Hutto – Megasite East/West Arterial Spine Road
Amendment No. 3**

December 4, 2023

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4.0	Surveys (Unchanged)	3
5.0	Geotechnical Analysis (Unchanged).....	3
6.0	Environmental Services (Unchanged)	3
7.0	Utility Coordination (Unchanged)	3
8.0	Permitting (Unchanged)	3
9.0	Design	3
9.1	30% Schematic Design (Unchanged)	3
9.2	60% / 90% / 100% Plans Specifications & Estimate (PS&E) Design	3
9.3	Regional Detention Investigation and Adaption	5
10.0	Additional Work (Unchanged)	5
11.0	Future Work (Unchanged).....	5
12.0	Construction Phase Services (Unchanged)	5

1.0 Project Description

This scope of services will supplement previously approved agreement between the City of Hutto (City) and K Friese + Associates (KFA) approved at October 20, 2022 City Council Meeting and subsequently executed October 24, 2022.

The City requested supplemental work for KFA to include the following items in the Megasite East/West Arterial Spine Road:

- Project Management Administration
- Revised drainage design to accommodate adjacent developments

K Friese + Associates (KFA) shall be responsible for developing all designs necessary to bid and construct the proposed improvements, with support from the following subconsultants:

2.0 Project Schedule

KFA will incorporate supplemental services to the project schedule and complete work within sixty (60) days of NTP.

3.0 Project Management

3.1 Overall Project Management

KFA will coordinate with the City, EDC, and developers as directed.

3.2 Meetings

KFA shall include time and resources to support the following meetings:

- Monthly Progress meeting (2 virtual meetings assumed)

4.0 Surveys (*Unchanged*)

5.0 Geotechnical Analysis (*Unchanged*)

6.0 Environmental Services (*Unchanged*)

7.0 Utility Coordination (*Unchanged*)

8.0 Permitting (*Unchanged*)

9.0 Design

9.1 30% Schematic Design (*Unchanged*)

9.2 60% / 90% / 100% Plans Specifications & Estimate (PS&E) Design

a. GENERAL SHEETS

- TITLE SHEET - (*Unchanged*)
- INDEX OF SHEETS (*Unchanged*)
- QUANTITY/SUMMARY SHEETS – (1 Sheet)
- GENERAL NOTES - (*Unchanged*)
- HORIZONTAL ALIGNMENT DATA - (*Unchanged*)
- SURVEY CONTROL - (*Unchanged*)
- UTILITY LAYOUT SHEETS - (*Unchanged*)
- TYPICAL SECTIONS - (*Unchanged*)
- PROJECT LAYOUT SHEET - (*Unchanged*)
- ROADWAY REMOVAL SHEETS - (*Unchanged*)

b. ROADWAY PLANS & GEOMETRY - (*Unchanged*)

- c. GRADING AND DETAILS - *(Unchanged)*
- d. DRAINAGE PLANS – KFA will revise its drainage design to provide conveyance and detention of undetained fully developed off-site stormwater discharges from two (2) adjacent sites (Titan and Live Oak). The hydrologic and hydraulic analyses and associated sheets will be revised.
 - i. PROPOSED OFFSITE DRAINAGE AREA MAPS (1 Sheets)
 - ii. ONSITE DRAINAGE AREA MAPS – *(Unchanged)*
 - iii. DRAINAGE HYDROLOGIC AND HYDRAULIC CALCULATIONS (1 Sheets)
 - iv. CULVERT LAYOUTS (not used)
 - v. CULVERT HYDRAULIC CALCULATIONS (not used)
 - vi. DETENTION POND GRADING PLANS (3 Sheets)
 - vii. STORM SEWER PLAN & PROFILE SHEETS (8 Sheet)
 - viii. STORM SEWER HYDRAULIC CALCULATIONS (1 Sheet)
 - ix. DRAINAGE DETAIL SHEETS – *(Unchanged)*
 - x. DRAINAGE STANDARDS – (1 Sheet)
 - xi. CHANNEL LAYOUT (8 Sheets)
- e. TRAFFIC CONTROL PLANS - *(Unchanged)*
- f. SIGNING AND PAVEMENT MARKING - *(Unchanged)*
- g. EROSION CONTROL SHEETS
 - i. EROSION CONTROL PLAN SHEETS (8 Sheets)
- h. ILLUMINATION / LIGHTING DESIGN AND UNDERGROUND UTILITY ACCOMMODATION - *(Unchanged)*
- i. LANDSCAPE DESIGN – *(Unchanged)*
- j. OPINION OF PROBABLE CONSTRUCTION COST
 - i. KFA will prepare and submit an engineer's opinion of probable construction cost utilizing calculated quantities, City of Hutto, City of Austin, TxDOT Austin District Average unit prices in Microsoft Excel and pdf format with the revised plan sheets.
- k. CONSTRUCTION SCHEDULE – *(Unchanged)*.
- l. CONSTRUCTION PROJECT MANUAL – *(Unchanged)*
- m. WATER AND GRAVITY WASTEWATER DESIGN – *(Unchanged)*

9.3 Regional Detention Investigation and Adaption

KFA will update the hydrologic models to provide adequate detention pond storage for the Megasite and contributing drainage area. Two developments, Live Oak and Titan, are assumed to be fully developed with undetained stormwater discharges. All models will be updated, and analysis fully documented within the plan set.

10.0 Additional Work (*Unchanged*)

11.0 Future Work (*Unchanged*)

12.0 Construction Phase Services (*Unchanged*)

ASSUMPTIONS MADE FOR THIS PROPOSAL

1. Offsite “Titan” development includes two (2) parcels totaling approximately 181.53 acres and identified by Williamson Central Appraisal District by Parcel IDs R020915, R020916, and R020941
2. Offsite “Live Oak” development includes four (4) parcels totaling approximately 50.65 acres and identified by Williamson Central Appraisal District by Parcel IDs R498062, R498071, 345747, and R498070
3. Assumed development impervious cover of 90% used in hydrologic analysis per Hutto UDC (10.407.5.1.1)



Attachment B – Project Fee Schedule

Project No: T7

**Hutto – Megasite East/West Arterial Spine Road
Amendment No. 3**

December 4, 2023

CITY OF HUTTO MEGASITE - SPINE ROADWAY

4-Dec-23

CURRENT TOTALS FOR SWA #1.0

Hours	Labor	Expenses	Total Cost
260	\$71,560.00	\$500.00	\$72,060.00

CURRENT TASK SUB-TOTALS FOR SWA #1.0

Task	Hours	Labor	Expenses
PROJECT MANAGEMENT	14	\$ 4,480.00	\$ 500.00
SURVEYS	0	\$ -	\$ -
GEOTECHNICAL ANALYSIS	0	\$ -	\$ -
ENVIRONMENTAL SERVICES / PERMITTING	0	\$ -	\$ -
UTILITY COORDINATION	0	\$ -	\$ -
AGENCY PERMITTING	0	\$ -	\$ -
30% SCHEMATIC DESIGN	0	\$ -	\$ -
60%, 90%, 100% PS&E DESIGN	246	\$ 46,840.00	\$ -
REGIONAL DETENTION ANALYSIS	88	\$ 20,240.00	\$ -
	260	\$ 71,560.00	\$ 500.00

HOURLY TASK

Task	Hours	Labor	Expenses
Subsurface Utility Engineering (SUE)	0	\$ -	\$ -

CITY OF HUTTO MEGASITE - SPINE ROADWAY

Lump Sum Work Items				KFA				Totals			
Task No.	Task Name	Sub-Task No.	Sub-Task	Total Hours	Total Labor	Total Expenses	Total Subconsultant Markup	Total Hours	Total Labor	Total Expenses	Total Subconsultant Markup
3	PROJECT MANAGEMENT	1	Overall Project Management	8	\$2,800.00	\$0.00	\$0.00	8	\$2,800.00	\$0.00	\$0.00
3		2	Meetings	6	\$1,680.00	\$500.00	\$0.00	6	\$1,680.00	\$500.00	\$0.00
3		3	Progress Reporting	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
4	SURVEYS	1	Route Survey (Category 2)	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
4		2	Topographic Surveying (Category 6)	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
5	GEOTECHNICAL ANALYSIS	1	Field Sampling and Laboratory Testing	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
5		2	Geotechnical Engineering Report	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
6	ENVIRONMENTAL SERVICES / PERMITTING	1	Phase I Environmental Site Assessment	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
6		2	Waters of the U.S. Delineation	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
6		3	Protected Species Habitat Evaluation	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
6		4	Cultural Resource Desktop Study	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
7	UTILITY COORDINATION	1	Utility Conflict Evaluation	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
8	AGENCY PERMITTING	1	TCEQ NPDES Permitting	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
8		2	TDLR (TAS) Review	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
8		3	Williamson County Development Review Permit	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
8		4	TxDOT Driveway Permit	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9	30% SCHEMATIC DESIGN	1	Schematic Preparation	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Preliminary Engineering Report (PER)	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Roadway Design	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Drainage Design	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Illumination/Lighting Design	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Landscape Design	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Schematic QA/QC	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Opinion of Probable Construction Cost	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Construction Schedule	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Comment Response	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9	12/6/2023	2ai	Title Sheet	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2aii	Index of Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2aiii	Quantity/Summary Sheets	8	\$1,460.00	\$0.00	\$0.00	8	\$1,460.00	\$0.00	\$0.00
9		2aiv	General Notes Sheet	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2av	Horizontal Alignment Data Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2avi	Survey Control Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2avii	Utility Layout Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2aviii	Typical Section Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2aix	Project Layout Sheet	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2ax	Roadway Removal Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2bi	Roadway Plan & Profile Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2bii	Roundabout Intersection Layout Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2biii	Intersection Plan and Profile Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2biv	Driveway Plan and Profile Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2ci	Roadway Standards and Details Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2cii	Roadway Cross Sections	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2di	Existing & Proposed Offsite Drainage Area Maps	8	\$1,640.00	\$0.00	\$0.00	8	\$1,640.00	\$0.00	\$0.00
9		2dii	Onsite Drainage Area Maps	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2diii	Drainage Hydroglogic And Hydraulic Calculations	9	\$1,970.00	\$0.00	\$0.00	9	\$1,970.00	\$0.00	\$0.00
9		2div	Culvert Layouts	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2dv	Culvert Hydraulic Calculations	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2dvi	Detention Pond Grading Plans	26	\$5,340.00	\$0.00	\$0.00	26	\$5,340.00	\$0.00	\$0.00
9		2dvii	Storm Sewer Plan & Profile Sheets	68	\$12,040.00	\$0.00	\$0.00	68	\$12,040.00	\$0.00	\$0.00

9	60%, 90%, 100% PS&E DESIGN	2dviii	Storm Sewer Hydraulic Calculations	8	\$1,460.00	\$0.00	\$0.00	8	\$1,460.00	\$0.00	\$0.00
9		2dix	Drainage Detail Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2dx	Drainage Standards	8	\$1,540.00	\$0.00	\$0.00	8	\$1,540.00	\$0.00	\$0.00
		2dxi	Channel Layout	48	\$9,680.00	\$0.00	\$0.00	48	\$9,680.00	\$0.00	\$0.00
9		2ei	Traffic Control Plan Narrative Sheet	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2eii	Advanced Warning Signs Sheet	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2eii	Traffic Control Plan Standards	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2fi	Signing And Pavement Marking Layouts	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2fii	Signing And Pavement Marking Standard Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2gi	Stormwater Pollution Prevention Plan	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2gii	Erosion Control Plan Sheets	48	\$8,960.00	\$0.00	\$0.00	48	\$8,960.00	\$0.00	\$0.00
9		2giii	Erosion Control Standard Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2hi	Illumination Plan Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2hii	Illumination Circuit Diagram	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2hiii	Illumination Details	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2ii	Landscape Plan Sheets	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2iii	Landscape Details	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2iiii	Maintenance Manual	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2	PS&E QA/QC	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2j	Opinion of Probable Construction Cost	15	\$2,750.00	\$0.00	\$0.00	15	\$2,750.00	\$0.00	\$0.00
9		2k	Construction Schedule	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
		2l	Construction Project Manual	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
		2m	Water and Gravity Wastewater Design	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2	PS&E Comment Response	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		2	Submittal Package	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9	REGIONAL DETENTION ANALYSIS	1	Obtain and review Garver Report	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Regional Detention Analysis	88	\$20,240.00	\$0.00	\$0.00	88	\$20,240.00	\$0.00	\$0.00
9		1	Regional Detention Analysis Report	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
9		1	Model updates (2)	0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Lump Sum Fee Totals				Hours	Labor	Expenses	Markup	Hours	Labor	Expenses	Markup
				348	\$71,560.00	\$500.00	\$0.00	348	\$71,560.00	\$500.00	\$0.00
Percent of Total				100.00%	100.00%	#DIV/0!	#DIV/0!	100.00%	100.00%	#DIV/0!	#DIV/0!
Hourly Additional Work Item				KFA				Totals			
10	ADDITIONAL WORK	1		0	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00

CURRENT TOTAL FOR THIS WORK AUTHORIZATION	Hours	Labor	Expenses	Markup
	348	\$71,560.00	\$500.00	\$0.00
PROJECT MANAGEMENT	14	\$4,480.00	\$500.00	\$0.00
SURVEYS	0	\$0.00	\$0.00	\$0.00
GEOTECHNICAL ANALYSIS	0	\$0.00	\$0.00	\$0.00
ENVIRONMENTAL SERVICES / PERMITTING	0	\$0.00	\$0.00	\$0.00
UTILITY COORDINATION	0	\$0.00	\$0.00	\$0.00
AGENCY PERMITTING	0	\$0.00	\$0.00	\$0.00
30% SCHEMATIC DESIGN	0	\$0.00	\$0.00	\$0.00
REGIONAL DETENTION ANALYSIS	88	\$20,240.00	\$0.00	\$0.00
60%, 90%, 100% PS&E DESIGN	246	\$46,840.00	\$0.00	\$0.00
Check	348.00	71,560.00	500.00	0.00

HOURLY ITEM	Hours	Labor	Expenses	Expenses
0	0	\$0.00	\$0.00	\$0.00

Lump Sum Work Items				Assumptions	Hrs/Unit	K Friese + Associates										Totals			
						\$ 370.00	\$ 330.00	\$ 250.00	\$ 220.00	\$ 170.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 110.00				
Task No.	Task Name	Sub-Task No.	Sub-Task			Senior Technical Advisor	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	GIS Specialist	CAD Senior	CAD Mid-level	Contract Specialist	Hours	Labor	Expenses	Subconsultant Markup
3	PROJECT MANAGEMENT	1	Overall Project Management	2		4	4									8	\$2,800.00	\$0.00	\$0.00
3		2	Meetings	2	0.5	2		2	2							6	\$1,680.00	\$500.00	\$0.00
3		3	Progress Reporting														0	\$0.00	\$0.00
9	60%, 90%, 100% PS&E DESIGN	2ai	Title Sheet		0											0	\$0.00	\$0.00	\$0.00
9		2aii	Index of Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2aiii	Quantity/Summary Sheets	1	1.6			2	2		4					8	\$1,460.00	\$0.00	\$0.00
9		2aiv	General Notes Sheet		0											0	\$0.00	\$0.00	\$0.00
9		2av	Horizontal Alignment Data Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2avi	Survey Control Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2avii	Utility Layout Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2aviii	Typical Section Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2aix	Project Layout Sheet		0											0	\$0.00	\$0.00	\$0.00
9		2ax	Roadway Removal Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2bi	Roadway Plan & Profile Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2bii	Roundabout Intersection Layout Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2biii	Intersection Plan and Profile Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2biv	Driveway Plan and Profile Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2ci	Roadway Standards and Details Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2cii	Roadway Cross Sections		0											0	\$0.00	\$0.00	\$0.00
9		2di	Existing & Proposed Offsite Drainage Area Maps	1	8.0			2	4		2					8	\$1,640.00	\$0.00	\$0.00
9		2dii	Onsite Drainage Area Maps	0												0	\$0.00	\$0.00	\$0.00
9		2diii	Drainage Hydrologic And Hydraulic Calculations	1	9.0		1	2	4		2					9	\$1,970.00	\$0.00	\$0.00
9		2div	Culvert Layouts	0												0	\$0.00	\$0.00	\$0.00
9		2dv	Culvert Hydraulic Calculations	0												0	\$0.00	\$0.00	\$0.00
9		2dvi	Detention Pond Grading Plans	3	8.7		2	4	12		8					26	\$5,340.00	\$0.00	\$0.00
9		2dvii	Storm Sewer Plan & Profile Sheets	8	8.5		4	8	16		40					68	\$12,040.00	\$0.00	\$0.00
9		2dviii	Storm Sewer Hydraulic Calculations	1	8.0			2	2		4					8	\$1,460.00	\$0.00	\$0.00
9		2dix	Drainage Detail Sheets	0												0	\$0.00	\$0.00	\$0.00
9		2dx	Drainage Standards	1			1	1	2		4					8	\$1,540.00	\$0.00	\$0.00
9		2dxi	Channel Layout	8	6.0		4	4	24		16					48	\$9,680.00	\$0.00	\$0.00
9		2ei	Traffic Control Plan Narrative Sheet		0											0	\$0.00	\$0.00	\$0.00
9		2eii	Advanced Warning Signs Sheet		0											0	\$0.00	\$0.00	\$0.00
9		2eii	Traffic Control Plan Standards		0											0	\$0.00	\$0.00	\$0.00
9		2fi	Signing And Pavement Marking Layouts		0											0	\$0.00	\$0.00	\$0.00
9		2fii	Signing And Pavement Marking Standard Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2gi	Stormwater Pollution Prevention Plan		0											0	\$0.00	\$0.00	\$0.00
9		2gii	Erosion Control Plan Sheets	8	6.0		4	4	16	0	24					48	\$8,960.00	\$0.00	\$0.00
9		2giii	Erosion Control Standard Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2hi	Illumination Plan Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2hii	Illumination Circuit Diagram		0											0	\$0.00	\$0.00	\$0.00
9		2hiii	Illumination Details		0											0	\$0.00	\$0.00	\$0.00
9		2ii	Landscape Plan Sheets		0											0	\$0.00	\$0.00	\$0.00
9		2iii	Landscape Details		0											0	\$0.00	\$0.00	\$0.00
9		2iiii	Maintenance Manual		0											0	\$0.00	\$0.00	\$0.00
9		2	PS&E QA/QC		0											0	\$0.00	\$0.00	\$0.00
9		2j	Opinion of Probable Construction Cost	1	15.0		1	2	4		8					15	\$2,750.00	\$0.00	\$0.00
9		2k	Construction Schedule		0											0	\$0.00	\$0.00	\$0.00
9		2l	Construction Project Manual		0											0	\$0.00	\$0.00	\$0.00
		2m	Water and Gravity Wastewater Design		0											0	\$0.00	\$0.00	\$0.00
9		2	PS&E Comment Response		0											0	\$0.00	\$0.00	\$0.00
9		2	Submittal Package		0											0	\$0.00	\$0.00	\$0.00
9	REGIONAL DETENTION ANALYSIS	3	Obtain and review Garver Report													0	\$0.00	\$0.00	\$0.00
9		3	Regional Detention Analysis			4	8	16	48		12					88	\$20,240.00	\$0.00	\$0.00
9		3	Regional Detention Analysis Report													0	\$0.00	\$0.00	\$0.00
9		3	Model updates													0	\$0.00	\$0.00	\$0.00
Total Hours By Category				37		10	29	49	136	0	124	0	0	0	0	260	\$71,560.00	\$500.00	\$0.00
Percent of Hours by Category						3.85%	11.15%	18.85%	52.31%	0.00%	47.69%	0.00%	0.00%	0.00%	0.00%	133.85%	Check		
Total Budget by Category						\$3,700.00	\$9,570.00	\$12,250.00	\$29,920.00	\$0.00	\$16,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,560.00	Check		
Percent of Budget by Category						5.17%	13.37%	17.12%	41.81%	0.00%	22.53%	0.00%	0.00%	0.00%	0.00%	100.00%	Check		
Hourly Additional Work Item																			
12/19/2023	ADDITIONAL WORK															0	\$0.00		\$0.00



Attachment C – Form 1295

Certificate of Interested Parties

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

December 4, 2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1100212

Date Filed:
12/04/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

K Friese + Associates
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IPO 2023-T7
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Hwy, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 4 day of December, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Attachment D – House Bill 89 Verification Form

Project No: T7

Hutto – Megasite East/West Arterial Spine Road

December 4, 2023

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company 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

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.

I, (authorized official) Thomas M. Owens, P.E., do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

K Friese + Associates

Company Name



Signature of Authorized Official

Vice President

Title of Authorized Official

12/6/23

Date

AGENDA ITEM REPORT

14.4.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2024-003 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Joe Bland Construction, LLC. in the amount of \$52,517 related to the FM 1660 and Limmer Loop construction project (CIP T-03-2023) (Matt Rector)
Meeting: Thursday, January 4, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On September 7, 2023, City Council approved the City Manager to execute a construction contract with Joe Bland Construction, L.P. for the FM 1660 and Limmer Loop project.

The FM 1660 North at Limmer Loop Operational Improvements Project includes the expansion of the intersection of Limmer Loop and FM 1660 N to improve traffic flow in all directions. Other improvements include traffic signal upgrades, utility relocation, pedestrian improvements and minor drainage improvements.

This agenda item represents a deductive Change Order to compensate the contractor for required changes in water line pipe type. Cost savings opportunity discovered during construction. This Change Order also adjusts the existing pedestrian rail quantity and adds an installation only line item. The existing pedestrian rail will be re-purposed, instead of purchasing all new rail.

Joe Bland Construction performed an inspection of the existing pedestrian railing and determined it would be viable to re-purpose the current construction project in lieu of purchasing new pedestrian railing material. The cost associated with the pedestrian railing now only requires City to pay for labor costs, which have been itemized in the attached change order.

The purchasing policy indicates, "City Manager or Assistant City Manager may approve Construction Contract Change Orders up to \$49,999.99 in the aggregate. Construction Contract Change Orders greater than \$50,000 require City Council or designee approval."

City Staff requests approval of this deductive Change Order.

SUMMARY OF REQUEST:

Staff requests that approval of the resolution as presented.

AGENDA ITEM REPORT

14.4.



STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This project is being paid with the 2022 General Obligation Bonds (12-040-060-6569).

There is currently \$9,345,358.83 allocated to this project, with all of these funds being encumbered to date. If this deductive change order is approved, that will reduce the total project cost to \$9,292,842. This change order will allow \$52,517 to be allocated to other projects.

ATTACHMENTS:

1. Resolution_FM1660 at Limmer Loop CO1
2. FM_1660_North_at_Limmer_Loop
3. FM1660@Limmer-CO#1(Pipe-Rail) R-2023-003

RESOLUTION NO. R-2024-003

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEDUCTIVE CHANGE ORDER NO. 1 WITH JOE BLAND CONSTRUCTION, LLC IN THE AMOUNT OF \$52,517.00 RELATED TO THE FM 1660 AND LIMMER LOOP CONSTRUCTION PROJECT (CIP T-03-2023); PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2023, the City Council authorized the City Manager to execute a construction contract with Joe Bland Construction, LLC for the FM 1660 and Limmer Loop Construction Project (CIP T-03-2023) (the “Project”); and

WHEREAS, the Project includes traffic signal upgrades, utility relocation, pedestrian improvements, and minor drainage improvements; and

WHEREAS, after inspection, Joe Bland Construction, LLC determined that the existing pedestrian railing would be viable for repurposing rather than purchasing new pedestrian railing material; and

WHEREAS, this Change Order also covers compensation to Joe Bland Construction, LLC for required changes in the water line pipe type.

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 Change Order No. 1 to the construction contract, 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 4th day of January, 2024.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

FM 1660 North at Limmer Loop



CITY OF HUTTO, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Joe Bland Construction

2. Change Order Work Limits: Sta. 58+88.46 to Sta. 80+00.00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 1A & 3H (3 Max. - In order of importance - Primary first)

Project: CC 1566-1-18

Roadway: FM 1660 at
Limmer Loop

**CSJ
Number:** 1566-01-018

5. Describe the work being revised:

1A. Design Error or Omission. Incorrect PS&E.: This Change Order compensates the contractor for required changes in water line pipe type. **3H. County Convenience. Cost savings opportunity discovered during construction.:** This Change Order also adjusts the existing pedestrian rail quantity and adds an install only line item. The existing pedestrian rail will be re-used, instead of purchasing all new rail.

6. Work to be performed in accordance with Items: See attached

7. New or revised plan sheet(s) are attached and numbered: _____

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12/13/23

By Andrew Batten

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 14

Amount added by this change order: (\$52,517.00)

RECOMMENDED FOR EXECUTION:

Lothar Shetinger
Project Manager

12/14/2023
Date

City of Hutto Engineer Date

CITY OF HUTTO, TEXAS

James R. Earp, CPM, Date
City Manager

CITY OF HUTTO, TEXAS

CHANGE ORDER NUMBER: 1

Project # CC 1566-1-18

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
450-6103	RAIL (TY PR11)	LF	\$177.00	679.00	\$120,183.00	(579.00)	100.00	\$17,700.00	(\$102,483.00)
450-9999	RAIL (TY PR11) (INSTALL ONLY)	LF	\$48.00	0.00	\$0.00	679.00	679.00	\$32,592.00	\$32,592.00
W2.10.AR.12	RESTRAINED PIPE, 12" DIA. PVC C900 DR-18 (ALL DEPTHS), INCL EXC AND BACKFILL	LF	\$85.00	5.00	\$425.00	(5.00)	0.00	\$0.00	(\$425.00)
W2.10.AR.16	RESTRAINED PIPE, 16" DIA. PVC C900 DR-18 (ALL DEPTHS), W RESTRAINED JOINTS INCL EXC & BACKFILL	LF	\$167.00	1,017.00	\$169,839.00	(1,017.00)	0.00	\$0.00	(\$169,839.00)
W2.10.AR.12	RESTRAINED PIPE, 12" DIA. PVC C900 DR-14 (ALL DEPTHS), INCL EXC AND BACKFILL	LF	\$102.00	0.00	\$0.00	5.00	5.00	\$510.00	\$510.00
W2.10.AR.16	RESTRAINED PIPE, 16" DIA. PVC C900 DR-14 (ALL DEPTHS), W RESTRAINED JOINTS INCL EXC & BACKFILL	LF	\$184.00	0.00	\$0.00	1,017.00	1,017.00	\$187,128.00	\$187,128.00
TOTALS					\$290,447.00			\$237,930.00	(\$52,517.00)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

City of Hutto

FM 1660 at Limmer Loop City of Hutto Project

Change Order No. 1 Reason for Change

This Change Order compensates the contractor for required changes in water line pipe type. The City requires DR-14 type water line pipe and the plans specified DR-18. This Change Order also adjusts the existing pedestrian rail quantity and adds an install only line item. The existing pedestrian rail will be re-used, instead of purchasing all new rail. Both of these changes were reviewed and approved by the City of Hutto.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
450-9999	RAIL (TY PR11) (INSTALL ONLY)	679	LF
W2.10.AR.12	RESTRAINED PIPE, 12" DIA. PVC C900 DR-14 (ALL DEPTHS), INCL EXC AND BACKFILL	5	LF
W2.10.AR.16	RESTRAINED PIPE, 16" DIA. PVC C900 DR-14 (ALL DEPTHS), W RESTRAINED JOINTS INCL EXC & BACKFILL	1,017	LF

This Change Order results in a net decrease of \$52,517.00 to the Contract amount, for an adjusted Contract total of \$7,638,877.00. The original Contract amount was \$7,691,394.00. As a result of this and all Change Orders to-date, \$52,517.00 has been deducted from the Contract, resulting in a -0.68% net decrease in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation

Loretta Schietinger, P.E.



REQUEST FOR INFORMATION FORM

RFI NO.:	7	DATE:	11/17/23
PROJECT:	FM 1660 @ Limmer Loop Improvements	RESPONSE REQUESTED BY	
		DATE:	11/27/23
TO:	HNTB: Oscar Salazar-Bueno, P.E.; Eddie R. Church, PE		

REFERENCE: City of Hutto Water Line

PROBLEM:

Submittal got kicked back requiring DR 14 in lieu of DR 18 16" C900 WL pipe. Bid items in the contract and plan/profiles in the water line set call out DR 18 which is what was priced.

RECOMMENDED SOLUTION:

If required to supply DR 14 there will be a \$17.00/LF increase in price for the pipe.

Andrew Batten (Joe Bland Construction LP)
Originator

N/A
Supervisor

RESPONSE:

DR 14 is required per City criteria and request. Please proceed with DR 14. The additional cost will be added via Change Order.

Kristen Van Hoosier, P.E.
Responder

11/19/2023
Date

Sign, Date & Return to HNTB **via e-mail**.

Mail original to: **NA**

HNTB Corporation
101 E. Old Settlers Blvd. Suite 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:





REQUEST FOR INFORMATION FORM			
RFI NO.:	8	DATE:	11/28/08
PROJECT:	FM 1660 @ Limmer Loop Improvements	RESPONSE REQUESTED BY DATE:	12/8/08
TO:	HNTB: Oscar Salazar-Bueno, P.E.; Eddie R. Church, PE		
REFERENCE: PR 11 Rail			
PROBLEM: There is plan quantity of 715 linear feet of rail removal and 679 linear feet of placement of PR 11 rail. The existing rail to be removed is in great shape with no rust or bends. Galvanize is intact.			
RECOMMENDED SOLUTION: Salvage and use the existing rail that has been removed for the placement of PR 11 rail.			
Andrew Batten (Joe Bland Construction LP) Originator		N/A Supervisor	
RESPONSE: After discussing with the City and inspecting the existing handrail, it is acceptable to utilize the existing rail versus installing new rail. The removal price will be paid per bid, but we will need a price to reset the 679LF of existing rail.			
Steven Shull, HNTB Corporation Responder		12/7/2023 Date	

Sign, Date & Return to HNTB [via e-mail](#).

Mail original to: NA

HNTB Corporation
101 E. Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Attachments to RFI:
Cc:

AGENDA ITEM REPORT

14.5.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-001 designating the Taylor Press as the official newspaper of record for all official City publications (Legal/Angela Lewis)
Meeting: Thursday, January 4, 2024
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

The Hutto City Charter Sections 3.13 and 13.02 require the City to designate an official public newspaper for the circulation of ordinances, public notices, and other matters as required by State law. Records show Hutto has utilized Taylor Press for publication since as far back as 1991, indicating a well established business relationship. Staff wishes to continue this relationship by using Taylor Press for official publication in 2024.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No known fiscal impact. The City spent \$43,459 for FY23 and has budgeted \$32,000 for FY24 for notices required by law to be published in a newspaper.

ATTACHMENTS:

1. Hutto Official Newspaper Designation Resolution R-2024-001

RESOLUTION NO. R-2024-001

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, DESIGNATING *TAYLOR PRESS* AS THE OFFICIAL NEWSPAPER OF THE CITY OF HUTTO; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT ESTABLISHING THE APPLICABLE RATES FOR PUBLICATION OF CITY NOTICES; RATIFYING THE USE OF *TAYLOR PRESS* FOR NOTICES PUBLISHED PRIOR TO THIS RESOLUTION; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 13.02 and 3.13 of the City Charter and to applicable statutes of the Texas Local Government Code, the City Council of the City of Hutto, Texas, does by this Resolution, hereby designate a public newspaper of general circulation in the City as the official newspaper of the City, such designation to continue until another is duly designated; and

WHEREAS, the City of Hutto shall cause to be published therein all ordinances, notices, and other matters as required and in the manner required by the City Charter, by the Ordinances of the City, or by the constitution and laws of the State of Texas; and

WHEREAS, the City of Hutto shall publish in full or by caption in two successive issues of the official newspaper of the City any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, and public utilities or the setting of their rates; and

WHEREAS, *Taylor Press* is a widely circulated newspaper covering the area including the City of Hutto and has a large subscriber base within the City; and

WHEREAS, the use of the newspaper prior to the date of this Resolution is ratified by the City Council; and

WHEREAS, the City Manager is authorized and directed to execute a contract with *Taylor Press* establishing the applicable rates for publication of City notices.

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

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

Section 2. That the City Council hereby designates *Taylor Press* as the official newspaper of the City of Hutto for all official publications of the City.

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

RESOLVED this 4th day of January, 2024

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

14.6.



To: City Council
Subject: Consideration and possible action on approving the December 14, 2023 City Council work session and meeting minutes (Angela Lewis)
Meeting: Thursday, January 4, 2024
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Fiscal note not applicable

ATTACHMENTS:

1. 12.14.23 Work Session Minutes DRAFT
2. 12.14.23 CC Meeting Minutes DRAFT



City of Hutto

MINUTES

City Council Work Session
Thursday, December 14, 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 (joining remotely), Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent:

Members of staff present: James Earp, City Manager; Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Cheney Gamboa, Interim Economic Development Director, Ashley Bailey, Development Services Director, Allison Strupeck, Communications Director, Angela Lewis, City Secretary

3. OTHER BUSINESS

3.1 Old Town Food Truck Discussion (Ashley Bailey)

Ashley Bailey presented on the current ordinance and development code related to food trucks, and council discussed possible changes.

4. ADJOURNMENT – 6:51 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Meeting
Thursday, December 14, 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 Randal Clark, Councilmember Dana Wilcott, Councilmember Amberley Kolar

Absent:

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; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Cheney Gamboa, Director of Economic Development; Amanda Taylor, Assistant City Secretary; Anne LaMere, Interim Finance Director

3. INVOCATION –Pastor Arthur Spence from Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- City Managers Office staff recognition with a video presentation
- Brushy Creek Amphitheatre update – there will be upcoming discussions on future uses of the space
- City Hall Holiday closures – Christmas and New Years

6. PUBLIC COMMENTS

- Beatriz Bocanegra
- Keith Olander (Written Comment and spoke)

7. BOARDS AND COMMISSIONS ACTION

- 7.1 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

8. RESOLUTIONS

- 8.1 Consideration and possible action relating to Resolution No. R-2023-336 City relating to authorizing the City Manager to update the City's Capital Improvement Plan and identify available funding for the Capital Improvement Projects (Matt Rector)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-336. The vote passed 7,0.

- 8.2 Consideration and possible action relating to Resolution No. R-2023-338 authorizing the City Manager to notify Jonah Water Special Utility District of the wholesale waste water rate increase to \$60.38 from \$23.87 per location per month pursuant to Section 5.01 of the Agreement for Wholesale Wastewater Service (Anne LaMere)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-338. The vote passed 7,0.

Meeting recessed at 8:04 pm. Reconvened at 8:08 pm.

- 8.3 Consideration and possible action on Resolution R-2023-340, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)

A motion was made by Mayor Snyder and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-340. After discussion, the motion was rescinded.

- 8.4 Consideration and possible action approving Resolution No. R-2023-342 approving the First Amendment to the Second Amendment to the Durango Farms Development Agreement (Matt Rector)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Resolution No. R-2023-342. The vote passed 7,0.

9. OTHER BUSINESS

- 9.1 Consideration and possible action regarding the Management Agreement between City of Hutto and Directors of Chaos, LLC and any management agreements involving the Brushy Creek Amphitheater (Mayor Mike Snyder)

A motion was made by Councilmember Wilcott and seconded by Councilmember Clark to amend the agreement with Directors of Chaos per the Mayors suggestions. Sections 6, 10, and 13 were mentioned. Councilmember Clark asked to amend the motion to provide 60-day notice to DOC to discuss the requested changes. Councilmember Thompson asked to amend the motion to provide 60-day notice to DOC with the intent to negotiate the changes requested. The vote passed 7,0.

- 9.2 Consideration and possible action relating to City Manager delegation of authority when out of office or out due to disability (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Mayor Pro Tem Gordon to direct City Manager to work with City Attorney to draft a policy outlining the delegation of authority when the City Manager is out-of-office. The vote passed 5,2, Thompson and Wilcott dissenting.

- 9.3 Consideration and possible action relating to review of City Attorney legal services provided by the Bojorquez Law Firm, PC (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Councilmember Kolar to continue on with Bojorquez Law Firm. Motion was amended to by Mayor Pro Tem Gordon to have Dottie take the oath of office officially at the first meeting in January. The vote passed 7,0.

- 9.4 Consideration and possible action on development a City game room ordinance (Mayor Mike Snyder)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to direct staff and City Attorney to create an Ordinance regulating game rooms. The vote passed 6,1, Kolar dissenting.

10. CONSENT AGENDA ITEMS

- 10.1 Consideration and possible action on Resolution No. R-2023-332 authorizing the City Manager to execute an Individual Project Order (IPO) with MWM DesignGroup, Inc. in the amount Not to Exceed (NTE) \$12,169 for the Hippo Way project (Matt Rector)
- 10.2 Consideration and possible action relating to Resolution No. R-2023-337 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Aaron Concrete Contractors LP in the amount of \$57,666.09 related to the FM 1660 and US 79 turn lane project (CIP T-01) (Matt Rector)
- 10.3 Consideration and possible action regarding Resolution R-2023-330 to approve a second amendment to the Funding and Refunding Agreement between the City of Hutto and the Hutto Economic Development Corporation (HEDC) for the Spine Road Construction Project to include the release of all related design and

construction documents and information pertaining to the Project from the City to the HEDC and providing for timely cure of any design defects as per the associated contracts and agreements between the City of Hutto and K Friese (Cheney Gamboa)

- 10.6 Consideration and possible action on approving the December 7, 2023 City Council work session and meeting minutes (Angela Lewis)
- 10.7 Consider possible action on Ordinance No. O-2023-082 for Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to add Section 3.10 Riparian Setback (Second Reading) (Ashley Bailey)

A motion was made by Mayor Snyder and seconded by Councilmember Thornton to pull Consent Agenda Item Nos. 10.4, 10.5, 10.8 and 10.9. The vote passed 7,0.

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 10.1, 10.2, 10.3, 10.6, and 10.7, as presented. The vote passed 7,0.

Discussion of pulled items:

- 10.4 Consideration and acceptance of November 2023 Monthly Financial Statement. (Anne LaMere)

No Action taken

- 10.5 Consideration and Possible action relating to Resolution No. R- 2023-339 approving the First Amendment to the Contract for the Wholesale Delivery and Sale Of Potable Water Effective September 12, 2023, between City of Hutto and Recharge Water, L.P. to provide additional time to secure financing (City Manager James Earp)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-339. The vote passed 7,0.

- 10.8 Consideration and possible action on Ordinance No. O-2023-075 amending Chapter 18, Streets and Public Places, Article 18.03 to provide for construction requirements, insurance, bonding, enforcement and penalties; repealing ordinance in conflict and providing for an effective date (Second Reading) (Legal)

A motion was made by Councilmember Clark and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-075. The vote passed 7,0.

- 10.9 Consideration and possible action on Ordinance No. O-2023-079 amending the Fee Schedule of the City of Hutto, Appendix A, of the Hutto Code of Ordinances to add Section A1.010 to include a schedule of fees and charges for use of the Public Right-of-Way (Second Reading) (David Amsler)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-079. The vote passed 7,0

11. EXECUTIVE SESSION – *Convened into Executive Session at 10:27 pm*

- 11.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to acceptance of the Gin Site and Gin Lot pursuant to the dedication and conveyance required under Section 3.06 of the Hutto Co-Op District Amended and Restated Master Development Agreement executed on May 4, 2023
- 11.2 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to the lawsuit, Cause No. 02-059-C 363, City of Hutto and Cottonwood Development Corporation, (“CDC”) v. McGinnis Lochridge pending in the 368th District Court of Williamson County, Texas
- 11.3 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), and deliberate pursuant to Texas Government Code Section 551.087, (Economic Development Negotiations), relating to the evaluation of available Hutto Economic Development Funds for incentives and current and potential incentive agreements
- 11.4 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to a development agreement for Olander Farms development
- 11.5 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.

12. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 11:54 pm*

- 12.1 Consideration and possible action on Executive Session Items
- 11.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to acceptance of the Gin Site and Gin Lot pursuant to the dedication and conveyance required under Section 3.06 of the Hutto

Co-Op District Amended and Restated Master Development Agreement executed on May 4, 2023

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to authorize the City Manager to execute an acknowledgment of the special warranty deed and any other closing documents for the Gin Lot. The vote passed 7,0.

13. CITY COUNCIL COMMENTS

13.1 General Comments from City Council

Councilmembers Clark and Thompson provided comments.

13.2 Future Agenda Items

Jan 4th – Fritz Park Update

Jan 18th – Brushy Creek Amphitheatre discussion for guidelines

Councilmember Thornton requested an item on Jan 18th regarding a fee schedule for the parks rentals, and for the Gin building specifically.

Feb meeting - Community building discussion

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

16.4 Discussion and possible action related to Work Session topics

A motion was made by Mayor Snyder and seconded by Councilmember Clark to direct staff to bring back the food truck ordinance with the discussed changes from the 6pm work session to the first meeting in February. Vote passed 7,0

17. ADJOURNMENT – December 15th, 2023 at 12:01 AM

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary