



City of Hutto

Amended Agenda

City Council Meeting

Thursday, March 21, 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. PROCLAMATIONS

5.1. Take a Walk in the Park Day - March 30, 2024

5.2. 5 year celebration of Hutto City Hall

5.3. Inauguration of the Pashupatinath Temple

6. CITY MANAGER COMMENTS

7. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on March 21, 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. YMCA Proposed Improvements Update (Russell Daniel and Bryon Borchers)

9. PUBLIC HEARINGS AND RELATED ACTION

9.1. Conduct a public hearing and consider action on Ordinance No. O-2024-019 for a Specific Use Permit request for the property known as 2725 Limmer Loop, to allow a car wash in the B-2 (General Commercial) zoning district, as an accessory use to a gas station (Unified Development Code 10.304.6) (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. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2024-057 authorizing the City Manager to execute a purchasing agreement with Flock Group, Inc. for a not-to-exceed amount of \$66,491.50 for the purchase and service of license plate reader software (Chief Jeffrey Yarbrough)

12. OTHER BUSINESS

- 12.1. Consideration and possible action relating to creating a Municipal Court of Record (Legal)
- 12.2. Discussion and possible action on appropriating \$1,814,600 from the Durango PID community benefit fees to CIP projects and/or road maintenance fund (Councilmember Amberley Kolar)
- 12.3. Consideration and possible action on approval of a funding plan for approved water and wastewater Capital Improvement Projects (CIP) and provide direction to Staff and Bond Counsel to prepare a resolution authorizing the issuance of Certificates of Obligation (Alberta Barrett)
- 12.4. Consideration and possible action on approval of a funding plan for approved transportation Capital Improvement Projects (CIP) and provide direction to Staff and Bond Counsel to prepare a resolution authorizing the issuance of Certificates of Obligation (Alberta Barrett)
- 12.5. Consideration and possible action providing direction to staff relating to the Development Agreement and Economic Development Performance Agreement between the City and JRS Company, Inc. dated August 17, 2017 (Councilmember Dan Thornton)
- 12.6. Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)
- 12.7. Consideration and possible action relating to City Council meeting decorum and professionalism (Mayor Mike Snyder)
- 12.8. Consideration and possible action of acceptance of appointment of acting City Manager(s) in case of extended city manager absence, per City Manager Absence policy (City Manager, James Earp).

13. CONSENT AGENDA ITEMS

- 13.1. 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)
- 13.2. Consideration and possible action on Resolution No. R-2024-058 related to approval of a change order and authorizing the City Manager to execute the same for the Frameswitch Pumping Station Improvements project and the Smart Ball Testing project with ACP, LTD in the amount of \$261,800 (CIP W02-2023) (CIP W16-2024) (Matt Rector)
- 13.3. Consideration and possible action on Resolution No. R-2024-063 authorizing the City Manager to execute a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) to permit installation of license plate readers at US Highway 79, FM 1660 North, FM 1660 South, and Chris Kelley Blvd (Chief Jeffrey Yarbrough)
- 13.4. Consideration and possible action on Resolution No. R-2024-064 amending the public

hearing dates for the limited purpose annexation of 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) (Legal)

- 13.5. Consideration and possible action on the acceptance of the February 2024 financial report (Alberta Barrett)
- 13.6. Consideration and possible action on approving the March 7, 2024 City Council Meeting and Work Session minutes and the February 15, 2024 City Council Work Session Minutes (Angela Lewis)
- 13.7. Consider possible action on Ordinance No. O-2024-017 for the Specific Use Permit request for Hutto Elementary School #8 project on FM 1660 to allow a daycare, and deviations from bulk, setback and buffers, architectural style, language and materials, landscape and parking lot and vehicular screening (Second Reading) (Ashley Bailey)

14. EXECUTIVE SESSION

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

- 14.1.* Receive legal advice pursuant to Texas Government Code sections 551.071 relating to the Amended and Restated Kokefest Agreement between the City of Hutto and Texas Music Network, dated March 4, 2021.
- 14.2. 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 including but not limited to: Legacy Hutto, LLC, v. City of Hutto, Texas, et al., Texas Supreme Court Opinion No. 22-0973; Longhorn Title Co. v. Preston Hollow Capital LLC et al., on appeal.

15. ACTION RELATIVE TO EXECUTIVE SESSION

- 15.1. Consideration and possible action related to Executive Session Items

16. CITY COUNCIL COMMENTS

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

- 16.1. General Comments from City Council
- 16.2. Future Agenda Items
- 16.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the AMENDED March 21, 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 March 20, 2024 before 5:00 P.M., the original being posted on March 18, 2024 before 6:00 P.M.



Angela Lewis

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

*Item amended to revise the agreement date



A PROCLAMATION RECOGNIZING TAKE A WALK IN THE PARK DAY

WHEREAS, CELEBRATED ANNUALLY ON MARCH 30, THE HOLIDAY ENCOURAGES PEOPLE TO GET ACTIVE AND ENJOY THE PHYSICAL AND MENTAL BENEFITS THAT COME FROM WALKING OUTSIDE, AND

WHEREAS, STUDIES HAVE SHOWN THAT WALKING FOR ABOUT 30 MINUTES A DAY CAN HAVE HUGE HEALTH BENEFITS, AND

WHEREAS, ACTIVE WALKING WILL INCREASE HEART ACTIVITY, LOWER BLOOD PRESSURE, AND BOOST MOODS, AND

WHEREAS, WE ENCOURAGE EVERYONE TO VISIT OUR LOCAL PARKS FOR A WALK TO SPEND TIME WITH FRIENDS OR MAKE NEW ONES, AND

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM MARCH 30, 2024 AS:

TAKE A WALK IN THE PARK DAY

IN HUTTO, TEXAS. PROCLAIMED THE 21ST DAY OF MARCH, 2024.

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR



A PROCLAMATION RECOGNIZING THE 5TH ANNIVERSARY OF HUTTO CITY HALL

WHEREAS, CITY OF HUTTO CELEBRATES A SIGNIFICANT MILESTONE WITH THE 5TH ANNIVERSARY OF THE OPENING OF CITY HALL; AND

WHEREAS, CITY HALL STANDS AS A SYMBOL OF CIVIC PRIDE, DEDICATED SERVICE, AND COMMUNITY ENGAGEMENT; AND

WHEREAS, THE CITY OF HUTTO RECOGNIZES THE DEDICATION OF ITS EMPLOYEES, OFFICIALS, AND RESIDENTS IN MAKING CITY HALL A HUB OF INNOVATION, GOVERNANCE, AND SUPPORT FOR THE COMMUNITY; AND

WHEREAS, CITY HALL HAS BEEN A FOCAL POINT FOR FOSTERING RELATIONSHIPS, ENABLING PROGRESS, AND ENHANCING THE QUALITY OF LIFE FOR ALL WHO CALL HUTTO HOME; AND

WHEREAS, THE CITY OF HUTTO ACKNOWLEDGES THE HISTORICAL SIGNIFICANCE OF THIS ANNIVERSARY, REFLECTING ON THE GROWTH AND DEVELOPMENT THAT HAS OCCURRED WITHIN THE CITY;

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM APRIL 1, 2024 AS THE:

5TH ANNIVERSARY OF HUTTO CITY HALL

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR

AGENDA ITEM REPORT

9.1.



To: Planning and Zoning Commission
Subject: Conduct a public hearing and consider action on Ordinance No. O-2024-019 for a Specific Use Permit request for the property known as 2725 Limmer Loop, to allow a car wash in the B-2 (General Commercial) zoning district, as an accessory use to a gas station (Unified Development Code 10.304.6) (First Reading) (Ashley Bailey)
Meeting: Thursday, March 21, 2024
Department: Development Services
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The approximate 2.1 acre site is located at the northwest corner of Limmer Loop and Ed Schmidt Blvd. The property was annexed in 2012 and zoned B-2 (General Commercial). A car wash, either as a principal use or an accessory use to a gas station, is subject to specific use permit review in the B-2 (General Commercial) district.

Adjacent Zoning and Uses:

WEST: B-2, Vacant

NORTH: B-2, Vacant and SF-1, Cottonwood Farms

EAST: ETJ with Development Agreement, Vacant

SOUTH: B-2 with Gateway Overlay District, Convenience Store

SUMMARY OF REQUEST:

A convenience store is defined in the Unified Development Code (UDC), Section 10.307.8.1 as a retail store with no more than 5,000GFA selling everyday goods and services that may include food products, groceries, over-the-counter drugs and sundries. Convenience stores with gasoline sales are permitted by right in the B-2 district. Section 10.307.6.1 of the UDC defines car washes as either a primary use or as an accessory to a gas station and considered subject to specific use permit review in the B-2 district.

The conditions provided in the UDC are as follows:

- Structures or equipment related to cleaning vehicles (car wash bays, vacuums, vending machines) must be located at least 50 ft. from the boundary of any residential zoning district, places of residence such as nursing homes and extended care facilities, or lodging establishment. Vacuums cannot be located in the street yard.
- Washing facilities must occur under a roofed area with at least two walls.
- Car wash facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

AGENDA ITEM REPORT

9.1.



- Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize impact on residential properties.
- May operate only between 7:00 AM and 9:00 PM.
- Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

The attached exhibit shows a draft layout of the site, and while not yet approved, it does show the proposed use can meet the site design standards as outlined above and in the adopted UDC. These conditions are included in the recommendation.

STAFF REVIEW:

Staff sent out notices to 62 adjacent property owners within 600' and to date staff has received four responses, all of which are in opposition to the request.

The proposed SUP request was heard by the Planning and Zoning Commission in November 2023. The draft layout in November would have required an approved variance for the setback encroachment. The variance request was subsequently denied by the Zoning Board of Adjustment in January 2024. Planning and Zoning Commission recommended for approval with a 5 (aye) - 2 (nay) vote with the following conditions:

1. Any site variances require Zoning Board of Adjustment approval and are not approved with the Specific Use Permit.
2. Structures or equipment related to cleaning vehicles (car wash bays, vacuums, vending machines) must be located at least 50 ft. from the boundary of any residential zoning district, places of residence such as nursing homes and extended care facilities, or lodging establishments. Vacuums cannot be located in the street yard.
3. Washing facilities must occur under a roofed area with at least two walls.
4. Car wash facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:
 - Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize impact on residential properties.
 - The car wash and vacuums shall operate only between 7:00 AM and 9:00 PM.
 - Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

FISCAL NOTES:

None for this item.

POLICY IMPLICATIONS:

AGENDA ITEM REPORT

9.1.

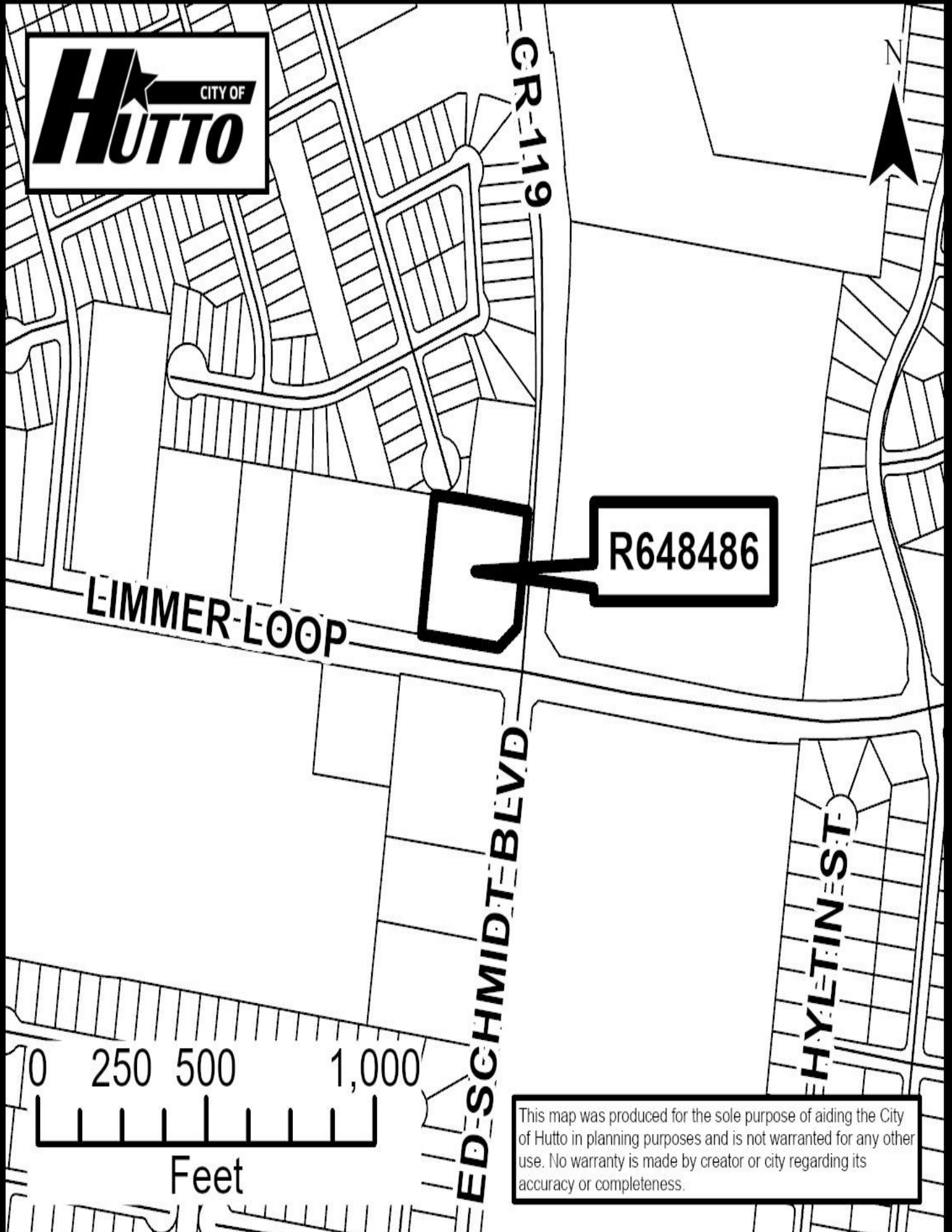


None for this item.

ATTACHMENTS:

1. Vicinity Map
2. Zoning Map
3. 2024.03.20 (Ord)2725LimmerLoop(Use-Carwash)-SUP O-2024-019
4. Specific Use Permit Application (PDF) - 2725 Limmer Loop
5. Letter of Intent-SUP Cottonwood C-Store & Car Wash
6. 20240214 - Cottonwood C-Store Car Wash SUP - Site Layout Exhibit
7. DRAFT Potential Architectural Elevations
8. Objection to Car Wash - Public Hearing
9. Objection
10. Fabian Feijo - Object
11. Objection

2725 Limmer Loop SUP



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.

Hutto Official Zoning Map



ORDINANCE NO. O-2024-019

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CAR WASH IN THE B-2 (GENERAL COMMERCIAL) ZONING DISTRICT AT 2725 LIMMER LOOP, 2.71 ACRES, MORE OR LESS, OF LAND, LOT 2, BLOCK A OF SJS SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; 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 grant a Specific Use Permit to allow a car wash use in the B-2 (General Commercial) zoning district at the property known as 2725 Limmer Loop, Lot 2, Block A of the SJS Subdivision, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 7th day of November, 2023 after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request, and;

WHEREAS, on the 21st day of March, 2024, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the City Council determines that the regulations 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.

1.

In accordance with the Unified Development Code Sections 10.203.21 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.21.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.21.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.21.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.
- Any site variances require Zoning Board of Adjustment approval and are not approved with the Specific Use Permit.
- Structures or equipment related to cleaning vehicles (car wash bays, vacuums, vending machines) must be located at least 50 ft. from the boundary of any residential zoning district, places of residence such as nursing homes and extended care facilities, or lodging establishments. Vacuums cannot be located in the street yard.
- Washing facilities must occur under a roofed area with at least two walls.
- Car wash facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:
 - Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize impact on residential properties.
 - The car wash and vacuums shall operate only between 7:00 AM and 9:00 PM.
 - Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

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 **21st** day of **March, 2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on first reading of ordinance this **4th** day of **April, 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



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Limmer Loop C-Store

PROPERTY ADDRESS: 2725 Limmer Loop, Hutto, TX 78634

Current zoning district: B-2 Current Use: Residential Home - to be demolished

Proposed Use: Convenience Store & Car Wash Code reference for specific use permit requirement: 10.307.6

Current zoning: North of property: SF-1 South of property: B-2
East of property: Hutto DA West of property: B-2

FEES ☒ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11". **Lot 2 of Plat**
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☒ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☒ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☒ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☒ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

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

Business Name Sandlin Services, LLC
Name Nick Sandlin Phone 806-679-7303
Address 4501 Whispering Valley Drive, Unit 27
City, State, Zip Austin, Texas 78727 Email Nick@sandlinservices.com

PROPERTY INFORMATION

Address 2725 Limmer Loop, Hutto, TX 78634 and all contiguous parcels: R332582, R020499, R599751, R332585, R599752, R020482
Legal Description Lot(s) _____ Block _____ Subdivision 11.139 ACRES, NATHANIEL EDWARDS, A-225, JAMES SHELTON, A-560, WILLIAMSON COUNTY, TEXAS
Deed Reference Volume _____ Page(s) _____ or Document No. Upon SJS Subdivision Final Plat recordation, new lots will be: Lot 1, Block A; Lot 2, Block A; Lot 3, Block A; Lot 4, Block A; Lot 5, Block A
City Limits or ETJ City of Hutto Limits Current Zoning District B-2

PROPERTY OWNER INFORMATION

Name Sukhvir Singh - SJS Investments and Holding, LLC Phone 909-965-6193
Address 2251 Bagdad Road STE 301
City, State, Zip Cedar Park, Texas 78613 Email Thindgroupinc@gmail.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.

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.

Sukhvir Singh Sukhvir Singh 6-13-23
Property Owner Signature Property Owner Printed Name Date

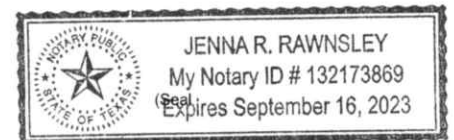
THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Sukhvir Singh, 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 13th day of June, 2023 A.D.

Jenna Rawnsley Jenna Rawnsley
Notary Public Signature Notary Public Printed Name



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



February 19, 2024
City of Hutto Planning Department
500 W Live Oak St.
Hutto, TX 78634

Cottonwood C-Store Specific Use Permit - Letter of Intent

Hutto City Council,

This letter acknowledges the City of Hutto's Specific Use Permit requirements and requested details included below are for WCAD Parcel: R648486 also identified at 2725 Limmer Loop, Hutto, TX 78634.

Our objective with this Specific Use Permit application is to provide a high-quality, commercially oriented development that serves the growth of the local area as well as best utilizes an important intersection within the City of Hutto. Our intent for this ~2.171 acres is a City development code design and regulatory compliant site. The proposed site development plan currently under review by the City of Hutto is expected to have 1 convenience store of ~5,000 square feet and a second car wash building ~1,840SF.

As you will see in the supporting documents, this development is compatible with its current commercial zoning (B2) and per, 10.307.6, the accessory use of the Car Wash requires a Specific Use Permit.

- **Existing zoning district:** B-2
- **Acreage of property:** 2.171AC
- **Legal Description** - S13277 - SJS SUB, BLOCK A, Lot 2, ACRES 2.187

UDC Criteria for SUP Approval	Sandlin Services Response
Uses requiring a specific use permit are listed in the permitted use tables of the UDC.	Car washes, whether primary or accessory, require approval of an SUP in the B-2 district.
Proposed use conforms to the code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.	The proposed use conforms to the intent of all applicable plans by providing low impact commercial services in the area. The site meets all design requirements to accommodate the primary C-store use.
Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.	The approval of a one lane, drive-through car wash on this site would not have a negative impact on surrounding properties. The residentially zoned property to the north has open space lots at the end of Gray Fox Loop & when combined with the setback of 50', the car wash's location will more than exceed code requirements. The car wash will meet all other UDC requirements, including noise and hours of operation.
Site is a legal building lot.	The lot is platted.



Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

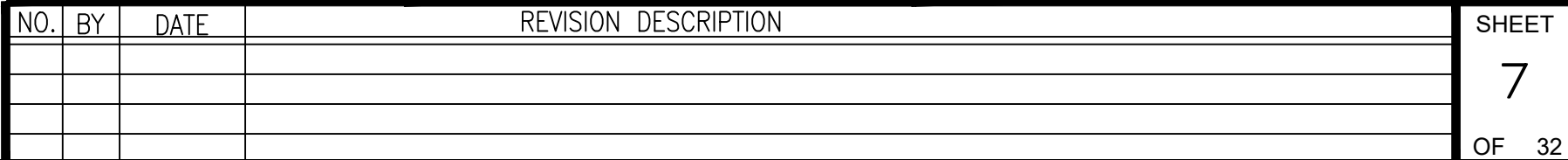
Our design team has coordinated with City Staff and will be providing a development that accounts for the health, safety and general welfare of the City. The internal site characteristics include adequate parking and space for vehicular and pedestrian circulation. Our intent is to continue this trend and provide the necessary screening between the development and adjacent single-family homes per City requirements by meeting the character of the nearby properties. We believe this development will add significant value to the City of Hutto. We appreciate your consideration for the approval.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Sandlin". The signature is stylized with a large, looped "N" and a cursive "Sandlin".

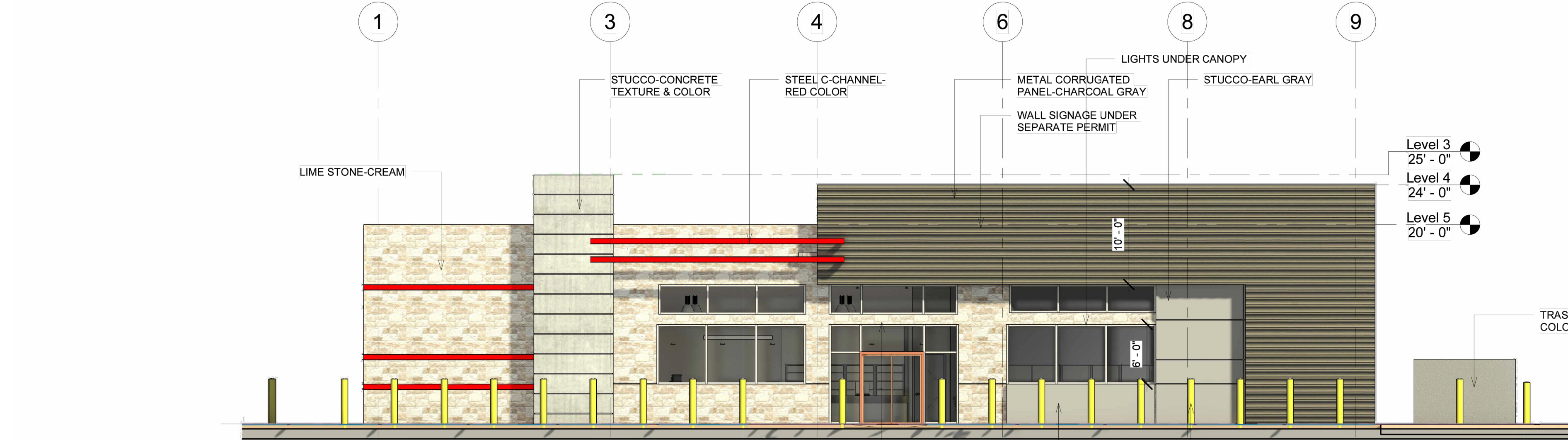
Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356



Page 19 of 51

IF DRAWING BAR DOES NOT MEASURE 2"
THIS PRINT IS NOT TO SCALE

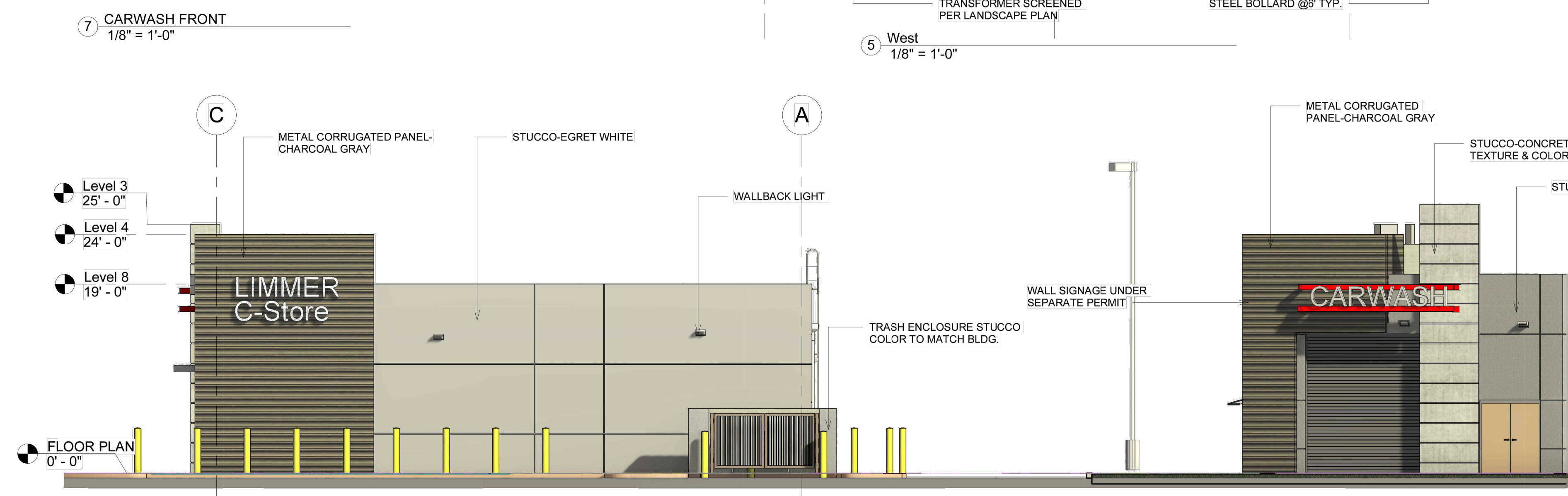
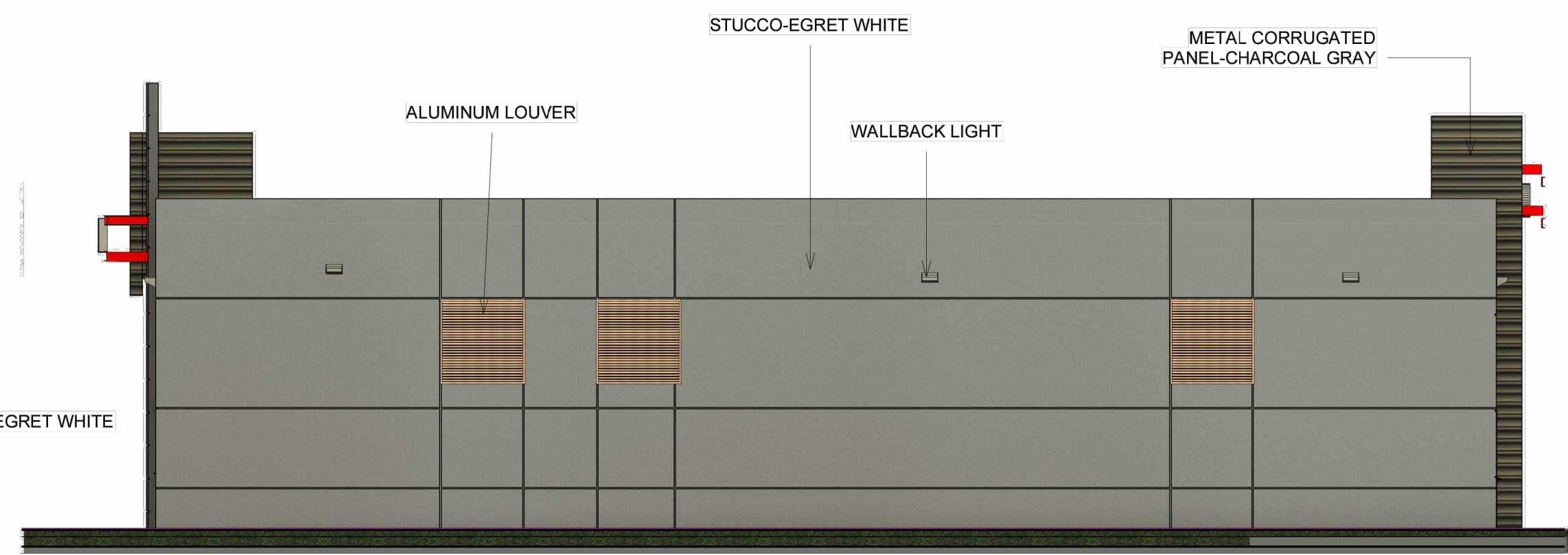
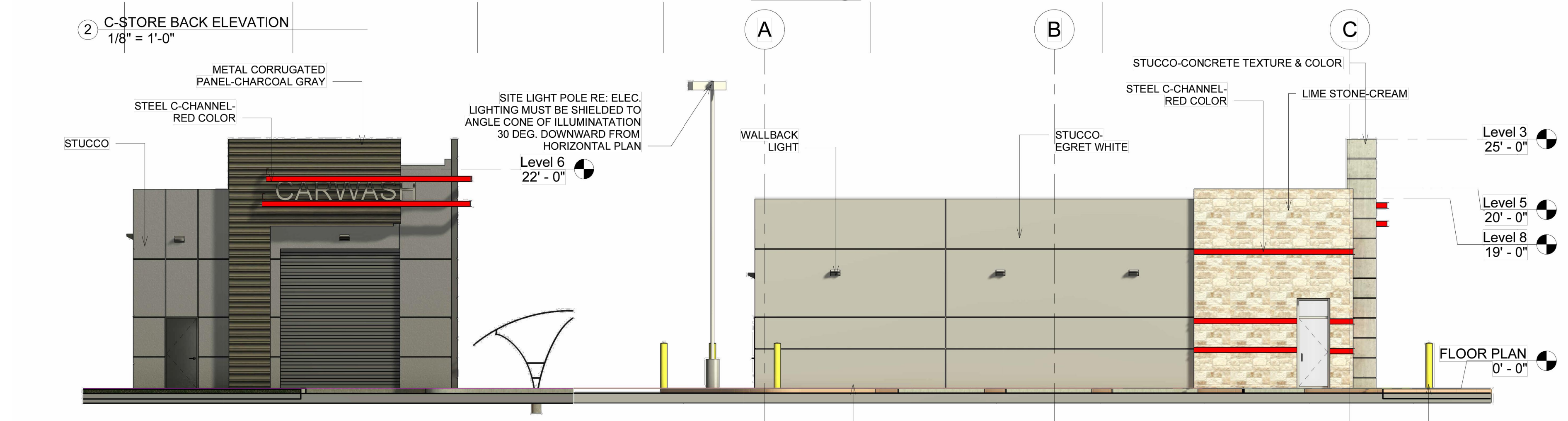
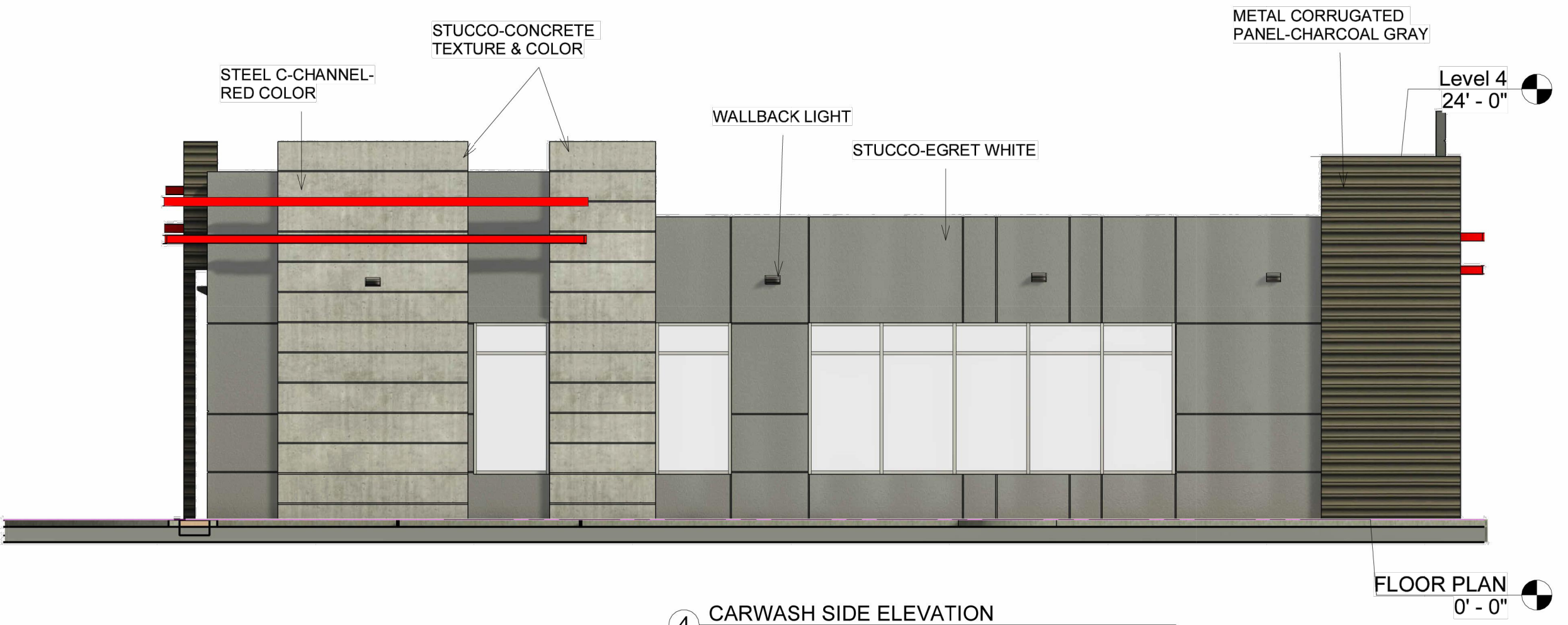
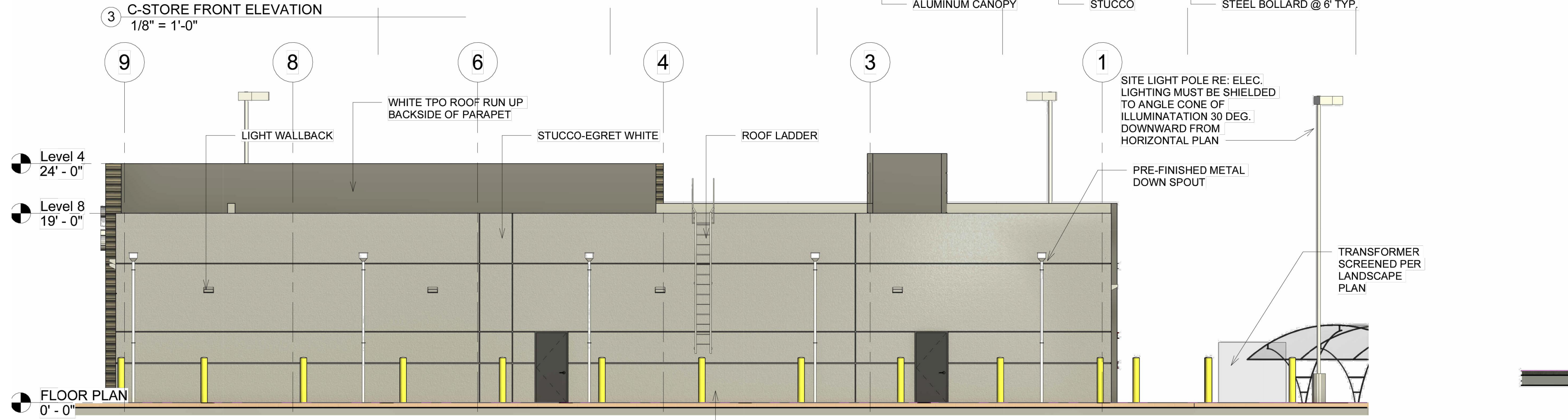
Page 19 of 51



ARCHITECTURAL PLAN NOTES:

FOUNDATION TYPE: CONCRETE SLAB ON GRADE

BUILDING ELEMENTS:		FRONT	BACK	EAST SIDE	WEST SIDE	TOTAL	%
1. PERCENTAGE OF COLORS:	EXTERIOR STONE	680 sq. ft.	0	0	0	970 sq. ft.	14.3%
	STUCCO	186 sq. ft.	0	0	0	186 sq. ft.	2.74%
	STUCCO-EARL GRAY	0 sq. ft.	1,850 sq. ft.	880 sq. ft.	837 sq. ft.	3603 sq. ft.	53.12%
	STUCCO-EGRET WHITE	199 sq. ft.	0	76 sq. ft.	76 sq. ft.	374 sq. ft.	5.51%
	STUCCO-CONCRETE TEXTURE	742 sq. ft.	0	432 sq. ft.	0	1,174 sq. ft.	17.3%
	METAL CORRUGATED PANEL	434 sq. ft.	0	0	0 sq. ft.	434 sq. ft.	6.3 %
	ALUMINUM STOREFRONT	0	0	0	0	42 sq. ft.	0.62%
	METAL DOORS	0	42 sq. ft.	0	0	42 sq. ft.	100%



This Drawing is an instrument of service and shall not be responsible for construction methods, deviations, techniques, sequence procedures, or for safety precautions an programs in connection with the work, for acts or omissions of the contractor, subcontractors or any other persons perform any of the work, or failure of any of them to out the work in accordance with the contr documents. Always use dimensions as shown. Drawings are not to be scaled.

The firm shall not have control or charge of shall not be responsible for construction methods, deviations, techniques, sequence procedures, or for safety precautions an programs in connection with the work, for acts or omissions of the contractor, subcontractors or any other persons perform any of the work, or failure of any of them to out the work in accordance with the contr documents. Always use dimensions as shown. Drawings are not to be scaled.

Seal and Sign
REGISTERED ARCHITECT
AMERICAN INSTITUTE OF ARCHITECTS
STATE OF TEXAS
28715
AED 4/12/23

LIMMER C-STORE
& CARWASH
2725 LIMMER LOOP
HUTTO, TX. 78634

Designed by:	Z.A.
Checked by:	H.K.
Approved by:	

No.	Description	Date

Project No:	Project Number
Issue Date :	
Scale:	1/8" =

Drawing Title:
EXTERIOR ELEVATIONS

Sheet No:

A200



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **NOVEMBER 7, 2023**
CITY COUNCIL ON: **NOVEMBER 16, 2023**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **2725 Limmer Loop**, to allow a car wash within the B-2 (General Commercial) zoning district, as an accessory use to a gas station.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **2725 Limmer Loop**, to allow a car wash within the B-2 (General Commercial) zoning district, as an accessory use to a gas station.

Name: Corey Fling

Address: 243 Waterbuck Loop, Hutto, TX 78634

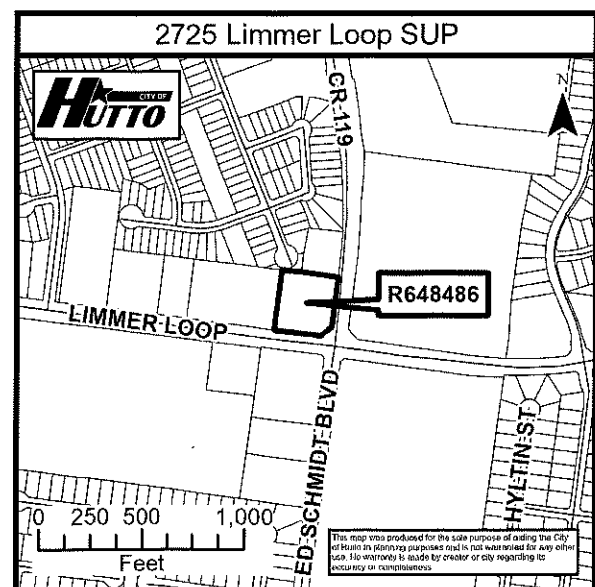
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

I want to express my concern over the proposed car wash at a location within 600 feet from my home. This development poses a significant disruption to our quiet neighborhood, introducing the potential of incessant noise both from the operation of the equipment and vehicle traffic going through it. The constant operation of high-pressure water jets and blowers, along with the increased flow of vehicles, would irreparably alter the serene character of our residential area, impacting the tranquility and safety we currently enjoy and expected when we purchased the home. Furthermore, such a commercial operation might lead to a decrease in property values, reflecting the changed landscape from a peaceful residential to a mixed residential and commercial zone. I urge the commission to consider the lasting impact on the community's quality of life and to reject the approval of the car wash in favor of preserving the neighborhood's well-being.

SITE LOCATION MAP



Hello,

Property located at 2725 limmer loop r648486

Hearing date November 7th 2023

City council on November 16th 2023

My name, Danielle Froehlich

My address, 1003 gray fox cove hutto tx 78634

We are AGAINST the car wash. From our property you can see into that lot. We do not want loud noises that come with a car wash and or loud vacuum to run throughout the night/day. The bright lights from the gas station alone is going to affect our property so this ask to include a wash is pushing it. Side note, our cove is direct access to this lot therefore would appreciate a wall to ensure people do not cut through our neighborhood as easy access and the kids in the neighborhood can not easily wonder into a lot of strangers.



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
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For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **2725 Limmer Loop**, to allow a car wash within the B-2 (General Commercial) zoning district, as an accessory use to a gas station.

Name: FABIAN FEIJO FERREIRA

Address: 1001 WATERBUCK CV. HUTTO TX 78634

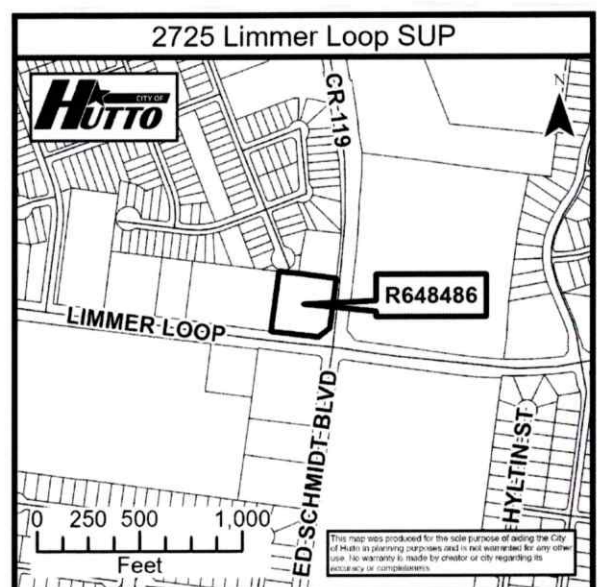
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP

THERE IS ALREADY ANOTHER
CAR WASH NEARBY AND THIS ONE
WOULD BE TOO CLOSE TO THE
HOUSES BRINGING NOISE.



Project Name:

Specific Use Permit request for the property known as 2725 Limmer Loop, to allow a car wash within the B-2 (General Commercial) zoning district, as an accessory use to a gas station.

Public Hearing Date: 11/16/2023

My Name: Maan Kokash

My address: 102 Gemsbok Rd, Hutto, TX 786340

I Object.

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting: Thursday, March 21, 2024
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-057 authorizing the City Manager to execute a purchasing agreement with Flock Group, Inc. for a not-to-exceed amount of \$66,491.50 for the purchase and service of license plate reader software (Chief Jeffrey Yarbrough)
Meeting: Thursday, March 21, 2024
Department: Police Department /
Staff Contact: Jeff Yarbrough

BACKGROUND INFORMATION:

The Police Department is seeking to implement the use of license plate readers in ten locations throughout the city. The Department sees this as a force multiplier to solving crimes such as burglary and theft where a motor vehicle is used. 7 out of 10 crimes are committed with a vehicle and police consistently report that a license plate and vehicle details are the most helpful lead when working a case. Flock Safety cameras capture the rear of vehicles and a clear picture of the license plate, even in low-light conditions and at various speeds. The Flock Safety system is used by thousands of communities across the U.S. and helps police solve hundreds of violent and property crimes every day.

SUMMARY OF REQUEST:

If the Flock system identifies a vehicle listed in the local and national database, it will immediately alert Officers of the details. If the vehicle license plate is not in the database, then no notifications are made, and the information is deleted from the system after 30 days. When an incident happens, the Department has a description of a vehicle that could have been involved, then the Flock system can be searched for a vehicle that matches the description. This search, however, would only show data going back 30 days. And would be with the understanding that only the vehicle's rear and license plate could be recovered. Staff has researched and focused efforts on establishing citywide coverage using a network of Automated License Plate Reader (ALPR) cameras to lower crime levels and to be a force multiplier in solving crimes within the Hutto community.

Flock Safety presented staff with a desirable approach to deploying ALPR cameras throughout the community. The Flock program is an all-inclusive model for deploying the APLR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine learning services which integrate with the Flock Safety Camera. There are several other differences between Flock and other ALPR companies. Most notably they are the only manufacturer and service provider that leases ALPR services. Other vendors require the city to purchase equipment. The technology is

AGENDA ITEM REPORT

11.1.



also different because it captures motion and not just license plates.

The key benefits of Flock are that they charge an annual flat rate lease per camera of \$3,000.00, which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock lease program prevents the city from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement.

The Flock camera program is being utilized by hundreds of law enforcement agencies across the U.S. including the:

- Round Rock Police Department
- Williamson County Sheriff's Office
- Pflugerville Independent School District Police Department
- Pflugerville Police Department
- Cedar Park Police Department
- Leander Police Department
- Austin Police Department (Program-reinstatement)
- San Marcos Police Department
- Buda Police Department
- Salado Police Department
- Bee Cave Police Department
- Sunset Valley Police Department
- Lago Vista Police Department
- Hays County Sheriff's Office
- Saint Edwards University
- Kyle Police Department
- Taylor Police Department - *In progress*

STAFF REVIEW:

FISCAL NOTES:

General Fund (10)
Account Number: 10-050-001-6412
Account Name: Software Licensing and Maintenance
Budgeted Amount: \$138,015
Amount Available: \$96,974
Amount Requested: \$36,492
Amount Remaining: \$60,482

AGENDA ITEM REPORT

11.1.



There was \$36,500 specifically allocated to flock license plate readers in this account for this year. The remainder of the contract applies to FY 2025.

ATTACHMENTS:

1. Camera_Location Map
2. Hutto Res Approving Flock Camera v2 3.15.24
3. Quotation #0227056077 - Hutto Police Department - (003)
4. Quotation #0227056255 - Hutto Police Department - (002)
5. 2024.03.03_Hutto_Police_Flock-Contract.CLEAN-with-Exhibits
6. Community Outreach and Engagement Refresh
7. Flock Safety Impact Study (2)
8. Flock Safety - Sole Source Letter
9. Flock Q-A
10. Automated License Plate Recognition DRAFT - SOP

Camera Locations Phase 1



● Cameras

~ Roadways

RESOLUTION NO. R-2024-057

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING MASTER SERVICES AGREEMENT BETWEEN FLOCK GROUP, INC. AND THE CITY OF HUTTO FOR A NOT-TO-EXCEED AMOUNT OF \$66,491.50 FOR THE PURCHASE AND SERVICE OF LICENSE PLATE READER SOFTWARE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase license plate reader technology; and

WHEREAS, the City Council desires to enter an agreement between Flock Group, Inc. and the City of Hutto, Texas ("City") for the purchase and service of license plate reader software for a not to exceed amount of \$66,491.50; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Master Services Agreement ("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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st day of March 2024 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

SOLD-TO PARTY 10992583

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

SHIP-TO

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM LENGTH: 24 Months

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT TO BE INVOICED PER THE SCHEDULE BELOW:

Year 1 - Lines 20-30 - \$3,095.00 - Invoiced 100% at last camera validation

Year 2 - Line 40 - \$3,000.00 - Invoiced at first anniversary

Total Contract Commit - \$6,095.00

Quotation

Quotation Number : [0227056077](#)
Document Date : 25-JAN-2024
PO Number : FLOCK SAFETY - NON TXDOT
PO release: :
Sales Rep : Christine Ricker
Email : CHRISTINE.RICKER@INSIGHT.COM
Telephone : +15126912013
Sales Rep 2 : James York
Email : JAMES.YORK@INSIGHT.COM
Telephone : +17035948189

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
PS-IMP-EXST	FLOCK GROUP PROFESSIONAL SERVICES EXISTING INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 51.528% Year 1	1	95.00	95.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL- TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2024 - 24-JAN-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 1	1	3,000.00	3,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2025 - 24-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 2	1	3,000.00	3,000.00
		Product Subtotal		6,000.00
		Services Subtotal		95.00
		TAX		0.00
		Total		6,095.00

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker
+15126912013
CHRISTINE.RICKER@INSIGHT.COM
Fax 7372473728

James York
+17035948189
JAMES.YORK@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

SOLD-TO PARTY 10992583

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

SHIP-TO

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM LENGTH: 24 Months

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT TO BE INVOICED PER THE SCHEDULE BELOW:

Year 1 - Lines 20-50 - \$33,396.50 - Invoiced 100% at last camera validation

Year 2 - Line 60 - \$27,000.00 - Invoiced at first anniversary

Total Contract Commit - \$60,396.50

Quotation

Quotation Number : [0227056255](#)
Document Date : 25-JAN-2024
PO Number : FLOCK SAFETY - TXDOT
PO release: :
Sales Rep : Christine Ricker
Email : CHRISTINE.RICKER@INSIGHT.COM
Telephone : +15126912013
Sales Rep 2 : James York
Email : JAMES.YORK@INSIGHT.COM
Telephone : +17035948189

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION FEE - PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 31.782% Year 1	5	579.16	2,895.80
PS-IMP-EXST	FLOCK GROUP PROFESSIONAL SERVICES EXISTING INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 51.171% Year 1	1	95.70	95.70
PS-IMP-ADV-NCOAS	Flock Professional Services - Implementation fee - Mash Tested Pole - non-coastal region OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1631.99 Discount: 30.453% Year 1	3	1,135.00	3,405.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2024 - 24-JAN-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 1	9	3,000.00	27,000.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2025 - 24-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 2	9	3,000.00	27,000.00
Product Subtotal				54,000.00
Services Subtotal				6,396.50
TAX				0.00
Total				60,396.50

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Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker
+15126912013
CHRISTINE.RICKER@INSIGHT.COM
Fax 7372473728

James York
+17035948189
JAMES.YORK@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

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<https://www.insight.com/terms-and-policies>

FLOCK SAFETY + TX – HUTTO PD
MASTER SERVICES AGREEMENT/END-USER LICENSE AGREEMENT
BETWEEN CITY OF HUTTO AND FLOCK GROUP, INC.

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the City of Hutto, Texas (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the March 5, 2024. This Agreement is effective on the date of mutual execution (“*Effective Date*”) with specific purchases, term and payment outlined in the Quotations in Exhibit A. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated in the Agreement. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any quotes, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software

and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Term, Price and Payment. All Prices, Fees, and Agreement length (Term”) shall be pursuant to the two (2) Quotations provided in Exhibit A (Quotation numbers 0227056077 and 0227056255) totaling six-thousand, ninety-five dollars (\$6,095.00) and sixty-thousand, three-hundred, ninety-six dollars and fifty cents (\$60,396.50) respectively, over a two-year period, and Exhibit B “Reinstallation Fee Schedule”. For avoidance of doubt, any conflict between this Master Services Agreement and the Exhibits, this document controls.

2.2 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.3 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.4 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to rectify the support issue(s) within seventy-two (72) hours, with the knowledge that time is of the essence due to the law enforcement and public safety requirements of these products and services. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as

“Support Services”).

2.5 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and neither the implementation of nor the upgrades themselves shall diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.6 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.7 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (***“Permitted Purpose”***); or (e) any unauthorized access to Flock Services through Customer’s account (***“Service Suspension”***). Customer shall not be

entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.8 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. For avoidance of doubt, attorneys and attorney staff are Authorized End users when working in their representative capacity for Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer for the duration of the Term. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services to Customer for the duration of the term. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to

Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. In the event of such access, use, preservation, or disclosure Flock shall immediately notify Customer.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable cooperative agreement Order Form.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “***Term***”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “***Renewal Term***”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer, unless infeasible or unreasonable to do so. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (Exhibit B). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 Insurance. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Umbrella or Excess Liability insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. TO THE EXTENT PERMITTED BY TEXAS LAW, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. FLOCK AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS CUSTOMER, ITS AGENTS, OFFICERS, SERVANTS, CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, CITY OFFICERS AND EMPLOYEES, FROM LIABILITY OF ANY KIND, INCLUDING THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, COSTS (INCLUDING DEFENSE) AND EXPENSES, ON ACCOUNT OF: (I) ANY COPYRIGHTED

MATERIAL, PATENTED OR UNPATENTED INVENTION, ARTICLES, DEVICE OR APPLIANCE MANUFACTURED OR USED IN THE PERFORMANCE OF THIS AGREEMENT; OR (II) ANY DAMAGE OR INJURY TO PROPERTY OR PERSON DIRECTLY CAUSED BY FLOCK’S INSTALLATION OF FLOCK HARDWARE, EXCEPT FOR WHERE SUCH DAMAGE OR INJURY WAS CAUSED SOLELY BY THE NEGLIGENCE OF THE CUSTOMER OR ITS AGENTS, OFFICERS OR EMPLOYEES. FLOCK’S PERFORMANCE OF THIS INDEMNITY OBLIGATION SHALL NOT EXCEED THE FEES PAID AND/OR PAYABLE FOR THE SERVICES RENDERED UNDER THIS AGREEMENT IN THE PRECEDING TWENTY-FOUR (24) MONTHS.

9.4 Customer Indemnity. To the extent permitted by law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer’s Installation Obligations, Customer’s sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not intentionally perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Customer’s default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines

that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule (Exhibit B). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear not related to or arising from installation, maintenance, or removal of Flock Hardware excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

10.6 Data Return. Flock shall return all data and information to Customer free of additional charge, including but not limited to decryption and labor fees and physical media (such as USB drives).”

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement shall not be assigned, transferred or sublicensed by either Party, without prior written consent. Any such attempt to assign, transfer or sublicense without such consent is void ab initio. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms on an applicable Order Form or purchase order and will become part of this Agreement, upon Customer's prior written consent and the mutual

execution by authorized representatives (“**Special Terms**”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer’s name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

CUSTOMER NOTICES ADDRESS:

CITY

City of Hutto
Attention: City Manager
500 W. Live Oak Street
Hutto, TX 78634

With a copy to:

City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Rd, STE 300
Austin, TX 79759

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of _____, 2024.

FLOCK GROUP, INC.:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HUTTO:

By: _____

Name: James Earp

Title: City Manager

Date: _____

PO Number: _____

For City Attest:

By: _____

Angela Lewis, City Secretary

EXHIBIT A

Quotations for Purchase and Service

SOLD-TO PARTY 10992583

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

SHIP-TO

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM LENGTH: 24 Months

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT TO BE INVOICED PER THE SCHEDULE BELOW:

Year 1 - Lines 20-30 - \$3,095.00 - Invoiced 100% at last camera validation

Year 2 - Line 40 - \$3,000.00 - Invoiced at first anniversary

Total Contract Commit - \$6,095.00

Quotation

Quotation Number : [0227056077](#)
Document Date : 25-JAN-2024
PO Number : FLOCK SAFETY - NON TXDOT
PO release: :
Sales Rep : Christine Ricker
Email : CHRISTINE.RICKER@INSIGHT.COM
Telephone : +15126912013
Sales Rep 2 : James York
Email : JAMES.YORK@INSIGHT.COM
Telephone : +17035948189

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
PS-IMP-EXST	FLOCK GROUP PROFESSIONAL SERVICES EXISTING INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 51.528% Year 1	1	95.00	95.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL- TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2024 - 24-JAN-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 1	1	3,000.00	3,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2025 - 24-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 2	1	3,000.00	3,000.00
Product Subtotal				6,000.00
Services Subtotal				95.00
TAX				0.00
Total				6,095.00

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker
+15126912013
CHRISTINE.RICKER@INSIGHT.COM
Fax 7372473728

James York
+17035948189
JAMES.YORK@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

SOLD-TO PARTY 10992583

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

SHIP-TO

HUTTO POLICE DEPARTMENT
401 W FRONT ST
HUTTO TX 78634-4203

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

TERM LENGTH: 24 Months

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT TO BE INVOICED PER THE SCHEDULE BELOW:

Year 1 - Lines 20-50 - \$33,396.50 - Invoiced 100% at last camera validation

Year 2 - Line 60 - \$27,000.00 - Invoiced at first anniversary

Total Contract Commit - \$60,396.50

Quotation

Quotation Number : [0227056255](#)
Document Date : 25-JAN-2024
PO Number : FLOCK SAFETY - TXDOT
PO release: :
Sales Rep : Christine Ricker
Email : CHRISTINE.RICKER@INSIGHT.COM
Telephone : +15126912013
Sales Rep 2 : James York
Email : JAMES.YORK@INSIGHT.COM
Telephone : +17035948189

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1		
<i>Solution includes the following:</i>				
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION FEE - PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 31.782% Year 1	5	579.16	2,895.80
PS-IMP-EXST	FLOCK GROUP PROFESSIONAL SERVICES EXISTING INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 51.171% Year 1	1	95.70	95.70
PS-IMP-ADV-NCOAS	Flock Professional Services - Implementation fee - Mash Tested Pole - non-coastal region OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1631.99 Discount: 30.453% Year 1	3	1,135.00	3,405.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2024 - 24-JAN-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 1	9	3,000.00	27,000.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 25-JAN-2025 - 24-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638% Year 2	9	3,000.00	27,000.00
Product Subtotal				54,000.00
Services Subtotal				6,396.50
TAX				0.00
Total				60,396.50

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker
+15126912013
CHRISTINE.RICKER@INSIGHT.COM
Fax 7372473728

James York
+17035948189
JAMES.YORK@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

EXHIBIT B

Reinstallation Fee Schedule

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**

- Advanced Install | **\$1,250**

Camera Relocations

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

EXHIBIT C

Addendum Agreement and Form 1295 Certificate of Interested Parties

ADDENDUM AGREEMENT TO
FLOCK SAFETY + TX - HUTTO PD EXHIBIT A MASTER SERVICES AGREEMENT
BETWEEN CITY OF HUTTO AND FLOCK GROUP, INC.
FOR CAMERA HARDWARE, SOFTWARE AND OTHER RELATED SERVICES
HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS

This addendum concerns the Flock Safety Contract procured with Insight Omnia, and is an agreed Addendum to the Flock + TX – Hutto PD Contract Exhibit A Master Services Agreement (“Agreement”) between **City of Hutto** and **Flock Group, Inc.** with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”).

In addition to the other terms agreed to in the Agreement, **Flock** hereby agrees to comply with the laws of the States of Texas and attests as follows:

A. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict of interest form (“Disclosure of Interested Parties”) and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents 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 Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Agreement 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 Owner 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 Agreement. 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 Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement 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 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 Agreement 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 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

FLOCK

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

§

COUNTY OF SAN MATEO

§

This instrument was acknowledged before me, the undersigned authority, this 04 day of MARCH, 2024, by MARK SMITH, as GENERAL COUNSEL behalf of Flock Group, Inc.

[Seal]



Notary: _____

License Expires: _____

06/18/2025

VERIFICATION

STATE OF _____

§

COUNTY OF _____

§

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of Flock Group, Inc. for the purpose of making this verification, and that all representations of the foregoing Agreement, incorporated herein by this reference, are true.

Agent's Signature: _____

Printed Name: _____

Title: _____

MARK SMITH

GENERAL COUNSEL

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.

Flock Group Inc.
Atlanta, GA United States

Certificate Number:
2024-1129498

Date Filed:
02/28/2024

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.

2024-03-07
Flock Safety ALPR Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Langley, Garrett	Atlanta, GA United States	X	
	LaCamp, James	Atlanta, GA United States	X	
	Feury, Matt	Atlanta, GA United States	X	
	Ceran, Jennifer	San Francicso, CA United States	X	
	Herendeen, Julie	San Francisco, CA United States	X	
	Clayton, Alex	San Francicso, CA United States	X	
	Ulevitch, David	New York, NY United States	X	
	Sukhar, Ilya	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mark Smith, and my date of birth is 30 September 1970.

My address is 226 Sterling Avenue, Pacifica, CA, 94044, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Mateo County, State of California, on the 4th day of March, 2024.
(month) (year)

DocuSigned by:

Mark Smith

AC5C931454C24F3...

Signature of authorized agent of contracting business entity
(Declarant)

Community Outreach & Engagement

flock safety





Engaging your community shows your **willingness to be transparent and in turn, helps build trust and support.** You are seeking out the concerns of and listening to your community and potentially utilizing community feedback to inform policy.



WHY ENGAGE YOUR COMMUNITY?

It's an opportunity to share information and understand community concerns.

You can utilize feedback from your community to inform your department's LPR policy (ex. recurring and consistent search audits outlined in department LPR policy, consistent reports shared with council/board, use of transparency portal, etc.).

WHEN TO ENGAGE YOUR COMMUNITY

The earlier the better! This allows you to gauge your community's comfort level and concerns with LPR and be able to respond accordingly.

Early outreach and engagement enables you to share that experience and outcomes when presenting to your city/county leadership.



Different Ways to Reach Out and Engage

Host community information and discussion session(s). This can be in a townhall-type format, Q&A or Coffee with the Chief/Sheriff/Command Staff. Feature LPR as the topic or present LPR information at an existing community meeting or department-community outreach event. Flock representatives can support you at community meetings! Whether that's presenting to your community, co-presenting alongside you, or simply being present to help with answering questions.

Considerations

GO INTO THE COMMUNITY

If practical and appropriate, consider holding the meeting at a community hall, library, museum, place of worship, community room, or somewhere centrally located and easily accessible, versus hosting a meeting at the police station or city hall. Community members may also feel more comfortable in a neutral environment. If you decide to host at your department, consider including a tour of your department as a way to kick things off and welcome in the community. Consider holding the meeting in the evening hours or on a weekend in order to accommodate various work and school schedules.

REACH OUT TO MARGINALIZED COMMUNITIES OR THOSE THAT MAY NOT TYPICALLY ENGAGE WITH LAW ENFORCEMENT.

Proactive conversations demonstrate willingness to listen and work alongside your whole community. Offer to present information and answer questions.

ENGAGE SUPPORTERS AND CHAMPIONS.

Think about existing groups in your internal and external community. If they meet regularly, ask to join a meeting to share information and answer questions.

- **Who can be internal champions?** Utilize neighborhood officers, SROs, volunteers, citizen advisory boards, community outreach and engagement team, and provide education and information regarding LPR so they can also help provide accurate information to community members
- **Consider reaching out to:** Neighborhood Watch groups and HOAs (Where do you do your crime prevention and education presentations? Would it be appropriate to feature LPR in those discussions/meetings?), faith-based communities, local business groups/leaders/Chambers of Commerce, the senior community, refugee and immigrant communities, college communities, other existing civic groups, etc.
- **Language and communication needs** for in-person/online verbal and audio communications. Do you need American Sign Language interpreters or non-English language translators?

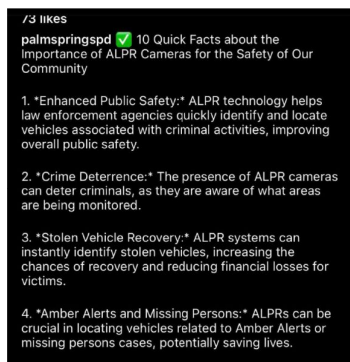


Written and Printed Materials

Flock can provide you with informational handouts or can assist with creating materials to fit your needs. You can provide written materials at community meetings and your department's outreach or crime prevention and education events. Consider non-English language needs.

Media Campaigns

Here are some social media examples from Palm Springs Police Department's Instagram and FaceBook posts regarding LPR:



PSPD's PIO did a great interview with their Chief and posted to social media! [Link to interview](#)
Flock has social media materials that you can share on your pages.

Press coverage

Have your PIO engage with Flock's Communications Team by emailing them at media@flocksafety.com or connect via your CSM. Utilizing local media is a powerful way to reach wide audiences and we can help!

Final Thoughts

Utilize your findings and experience with community outreach and engagement to inform your LPR policy so it is best suited to your community's needs.

Communicate with your city/county leadership regarding your community outreach and engagement efforts as well as any actions you've taken to address concerns (i.e. provided education on the technology, incorporated feedback into policy).

How Many Crimes Do Automated License Plate Readers (ALPRs) Solve, Anyway?

flock safety

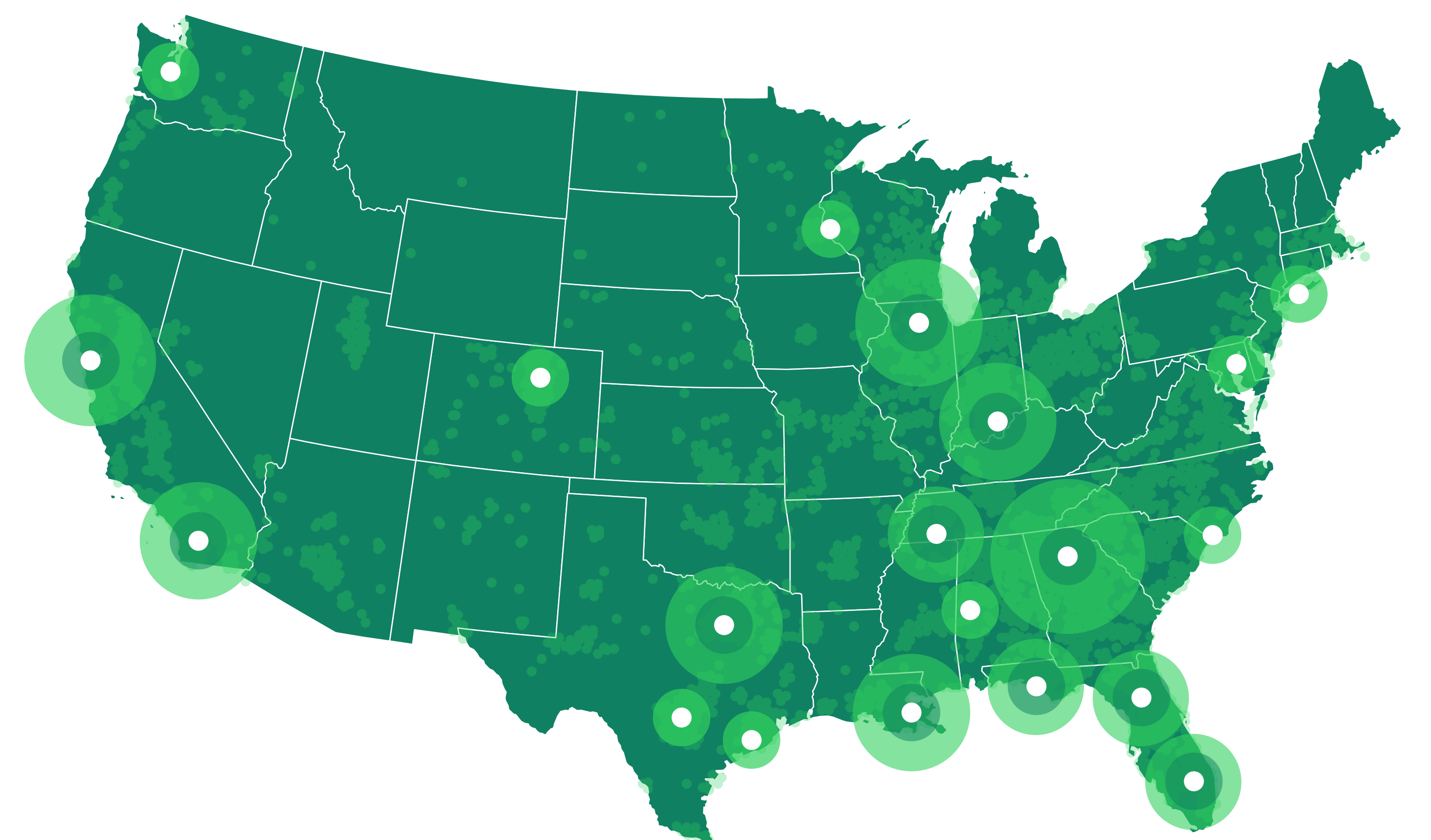




As Automated License Plate Reader (ALPR) technology has become more ubiquitous, discussion has shifted from the proven utility to **understanding how they contribute to solving crimes.**

Recent studies highlight significant positive outcomes, such as increased follow-up arrests, identification of stolen vehicles, and improved case closure rates.

To better understand effective deployment and usage of ALPR cameras, Flock Safety, the leading provider of ALPR technology to 4,000+ communities across the United States, conducted a large-scale analysis of ALPR outcomes correlated with crime clearance and reduction data.



Methodology

The study utilizes a comprehensive survey of Flock Safety ALPR customers, conducted from April to June 2023. Individual agencies' crime clearance data is analyzed in conjunction with FBI-reported crime data, employing multilinear regression to isolate the impact of ALPR-centric, agency-centric, and jurisdiction-centric factors. The survey focuses on raw numbers of crimes solved, filtering out minor offenses. Data which did not meet rigorous criteria for inclusion are also filtered out, leading to 123 survey respondents, representing a diverse range of sizes and demographics, with sufficient granularity for analysis.

The study employs single and multilinear regression to identify factors most associated with ALPR-assisted clearance rates. Notable findings include the importance of ALPR-centric factors, agency behavior, collaboration with other agencies, and surprising success in challenging environments.

10%

Flock Safety devices are now helping solve 10% of reported crime in the U.S.

200x

A typical agency that works with Flock will have access to more than 200 times the number of cameras that they own

9.1%

A typical agency that acquires an additional 1 Flock Device per Sworn Officer, may expect a 9.1% increase in clearance rate



flocksafety.com

(866) 901-1781 | media@flocksafety.com

Key Findings

Access to Evidence

Agencies with more Flock Devices per Sworn Officer and shared devices exhibit higher clearance rates, emphasizing the power of additional investigative evidence.

Agency Behavior

Broad access to ALPR technology within an agency correlates with higher success in solving crimes, highlighting the role of officers in the field and the importance of proper technology use. Agencies who provide Flock access and training to a broad spectrum of officers, from patrol to their investigative bureau and beyond, see more success with the technology.

Collaboration with Other Agencies

Network effects, both locally and on a national scale, should agencies choose to engage in such, can play a significant role. In fact, the number of nearby Flock customers and shared devices per sworn officer may greatly impact clearance rates. As an example, the addition of 20 Flock customers near an agency can lead to a 1% increase in clearance rate.

Overcoming Challenging Environments

Agencies with fewer sworn officers and larger population areas achieve higher clearance rates when using ALPR, suggesting ALPR's effectiveness in addressing resource challenges. This is especially important when considering the current hiring and retention challenges that agencies across the country face.

This research provides valuable insights into ALPR technology's impact on law enforcement outcomes. The identified factors can guide agencies in optimizing their use of ALPR technology for enhanced crime clearance rates.

Applying this framework to all of Flock's customers and estimating the totals, over 700,000 crimes each year are solved using Flock Safety technology. This represents roughly 10% of reported crime nationwide.

These findings warrant further research specifically examining the impact of ALPR usage on specific categories of crimes, especially in examining the before-and-after impacts of those changes. Such a study is presently underway as part of a joint research project by Texas Christian University and the University of Texas at Tyler.

Read the full white paper, published on [Researchgate](#).





Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. **Integrated Cloud-Software & Hardware Platform:**

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

flock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
6. Situational Awareness:
- FlockOS™ is the world’s first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

flock safety

third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center

- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

7. Partnerships:

- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

8. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 

Garrett Langley CEO, Flock Safety®

Flock Safety Q&A

- Privacy and Data Security:

- *All data is stored in AWS Government Cloud and is end to end encrypted. Flock Safety as a company is SOC 2 compliant. It is important to note that the Flock Safety ALPR images contain no personal identifiable information nor do we have any third party databases such as DMV records. All data is hard deleted at 30 days to ensure that there is no long-term collection of data. We are happy to connect your IT Department with our product team to further review our Data Security Practices.*

- Data Sharing and Access Control:

- *Data is owned by the City of Hutto; the police department can choose to share information with other law enforcement agencies within the system for legal law enforcement purposes. Any searches performed by officers of any other agency require a search reason and are auditable by the Department.*

- Retention Policy:

- *Flock's standard is 30 days.*

- Accuracy and Error Rates:

- Flock provides accuracy rates for each image. If an image is determined to be of low accuracy a caution triangle appears by it. However, what is important to note is that each image is an investigative lead, and per SOP the department will be cleared and verified before any action is taken.

Flock Safety Q&A

- Community Engagement and Transparency:
 - *Attached is a Community Outreach and Engagement Document that provides some tips here. Generally: The Department will suggest committing to hosting a community meeting and or issuing a press release to engaging residents*
- Legal and Ethical Considerations:
 - *LPR is widely adopted technology in the state of Texas and helps law enforcement solve crime every day throughout the country. Case law is also soundly behind the use of images from LPR as part of criminal investigations and court cases.*
- Impact Assessment and Success Metrics:
 - *Reports can provide dollars recovered via stolen vehicles and other material goods that can be measured. Success solving crimes that do as well.*
- Implementation Plan and Timeline:
 - *Flock Safety will handle permitting and installation of the system. Installation and permitting typically takes 3-4 months. There will be software training provided by Flock on an ongoing basis. The system is infrastructure free (solar powered + connected to the internet via the cellular network)*
- Case Studies or Evidence of Effectiveness:
 - *Please see the attached 10 percent study.*

	HUTTO POLICE DEPARTMENT	
	SOP: xx.xxxx.xx Automated License Plate Recognition	
	Effective Date:	Replaces:
	Approved: <u>Jeffrey Yarbrough</u> Chief of Police	
	Reference: HPD General Orders/SOP/City Policy	

Automated License Plate Recognition

I. Standard Operating Procedure

The purpose of this Standard Operating Procedure (SOP) is to provide officers with guidelines on the proper use of the automated license plate recognition system. The objectives of the automated license plate recognition program are to deter criminal behavior and to use intelligence gathered by the system in the investigation and prosecution of criminal activity.

It shall be the directive of the Hutto Police Department to use automated license plate recognition technology as authorized and directed by departmental SOP and state and federal law. The automated license plate recognition system, equipment, and data captured by automated license plate recognition equipment shall be used only for legitimate law enforcement purposes.

II. Definitions

- A. Automated License Plate Recognition (ALPR): A system designed to scan, record, and check license plates of vehicles against established databases. These databases include, but are not limited to, the following:
 - 1) NCIC/TCIC Stolen Vehicle List (published by the Texas Department of Public Safety)
 - 2) City of Hutto Active Warrants List
 - 3) Registered Sex Offender Vehicle List
 - 4) Manually entered Hotlists
- B. Hotlist: A list of license plate numbers entered into databases for purposes of extracting information on stolen vehicles / plates, suspects wanted for warrants or crimes, or to assist with the identification of suspects involved in criminal activity.

- C. Hit: Visual and/or audible notification of a match between a scanned license plate and a license plate on the hotlist.
- D. Confirmation: A hit must be verified through the active database in which the license plate was entered. For example, a hit on a stolen license plate/vehicle originating from NCIC must be verified through NCIC. A hit on the hotlist alone is not sufficient cause to make an arrest but justifies further investigation.
- E. ALPR Data: Data captured by the ALPR system from license plates that were read by the device including images of the plate and the vehicle on which it is displayed, the date and time, and information regarding the location of the vehicle at the time of notification.
- F. Flock Safety Camera System: A network of stationary cameras that provide real time hot-list alerts and can be utilized for criminal investigations. ALPR vender, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of 30 days of storage. However, this will not preclude Hutto PD from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established Hutto Police Department retention schedule.

III. Data security and access

- A. Restriction of use of ALPR Data: Information gathered or collected, and records retained by Flock Safety cameras or any other Hutto PD ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.
- B. Each authorized user will be trained in the use of the ALPR system and assigned a unique username and password for access to the Flock Safety system. Usernames and passwords will remain confidential and are not to be shared with other users. The Chief of Police or their designee will be the system administrator and is the point of contact for all issues related to the ALPR systems, and Flock Safety Database.
- C. TCIC/NCIC Hotlists will be automatically downloaded throughout the day per their designated refresh schedule. Manual hotlists or individual license plates may be entered by the system administrator or their designee at any time.
- D. If a manual hotlist or tag is entered into the system, it must be removed when the information is no longer current. The person who entered the data will be responsible for ensuring it is promptly removed.
- E. ALPR data is to be used for authorized criminal justice purposes only and shall not be released to members of the general public. Public information will be handled per departmental policy. ALPR data may be shared with other law enforcement agencies for legitimate investigative purposes. Any ALPR data that involves a hit from which enforcement action, an investigation, or a prosecution resulted will be added to the case file or the records management system (RMS) and maintained therein until no longer needed.

- F. In those instances when ALPR data is identified as relevant to a specific case or investigation, the data should be retained in the investigative file or electronically attached to the case in the records management system.
- G. Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation. Every ALPR Detection Browsing Inquiry must be documented by either the associated Hutto Police Department case number or t number, and/or a reason for the inquiry
- H. ALPR data is not permitted for personal use, harassment or intimidation, or use based on a protected characteristic. Violations of this policy will result in discipline, up to and including termination.
- I. The ALPR system is and will be audited annually by the administrator(s) to ensure compliance to policies and procedures.

IV. Operator Training

- A. All operators will receive department training on the use of the Flock Safety system prior to being granted access
- B. The ALPR vendor is responsible for the installation, repair, and removal of the ALPR equipment. Operators are not authorized to attempt repair or adjustment of any equipment.

V. Field Procedures

- A. Upon receiving a hit, the ALPR operator will visually verify the displayed information matches the subject license plate.
- B. Once visually verified, officers should request confirmation from Communications and broadcast location and vehicle information in order to obtain cover and take appropriate action based upon the type of hit. **Note: It is very important that officers verify and confirm each hit prior to taking any enforcement action, as hotlists may not always contain the most updated information.**

VI. Responsibilities

- A. Patrol personnel will:
 - 1) Keep Communications informed of their location and the need for additional units.
 - 2) Adhere to Pursuit Policy.
 - 3) Submit related case documents from a confirmed hit for retention in RMS

B. Patrol supervisors will:

- 1) Ensure recovered vehicles are not released to the owner until the TCIC/NCIC entry has been cleared.
- 2) If a pursuit does occur, Supervisors will ensure pursuit policy compliance

VII. Prohibitions

A. The Flock ALPR system is prohibited from being used for the following:

- 1) Non Law Enforcement Function
- 2) Facial Recognition
- 3) Enforcement of Traffic Violations

VIII. Responsibility

All members of the department shall know and comply with all aspects of this Standard Operating Procedure. All supervisors and personnel are responsible for ensuring compliance with supervision and intent of this standard operating procedure.

Chief Jeffrey Yarbrough

Original copy kept in the office of the Chief of Police

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action relating to creating a Municipal Court of Record (Legal)
Meeting: Thursday, March 21, 2024
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

A court of record is a municipal court that is required to keep a record of its proceedings. Chapter 30 of the Government Code creates a municipal court of record in 51 Texas cities. For all other cities, the governing body can choose to have a municipal court of record or a municipal court of non-record. A court of non-record does not keep a record of its proceedings. The majority of municipal courts are not courts of record, and appeals from non-record courts go to the county court, the county court at law, or the district court for trials de novo.

Under the authority of Chapter 30 and the Municipal Courts of Record Act passed in 1997, a municipal court may become a court of record through passage of a local ordinance. In a court of record, a formal record and transcript are made of the proceedings in the trial and appeals are made on the record. Such appeals are generally heard in the county court or county court at law. The statutes creating these municipal courts of record require that the judges be licensed to practice law in Texas. No such provision is required of other municipal judges. Municipal courts of record have additional jurisdiction in their territorial limits and their extraterritorial limits. Section 30.00005, G.C. This jurisdiction is concurrent with a district court or county court at law for the purpose of enforcing health and safety or nuisance abatement ordinances.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.1.



AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Discussion and possible action on appropriating \$1,814,600 from the Durango PID community benefit fees to CIP projects and/or road maintenance fund (Councilmember Amberley Kolar)
Meeting: Thursday, March 21, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

At the February 15, 2024 City Council discussed the possibility of appropriating \$1,814,600 from the Durango PID community benefit fee to CIP projects.

A motion was made to appropriate the \$1,814,600 for a new park's building with a community meeting room included. The motion failed 4-3.

A new motion was made to direct staff to come back at the second meeting in March to discuss options for the community benefit fee appropriation.

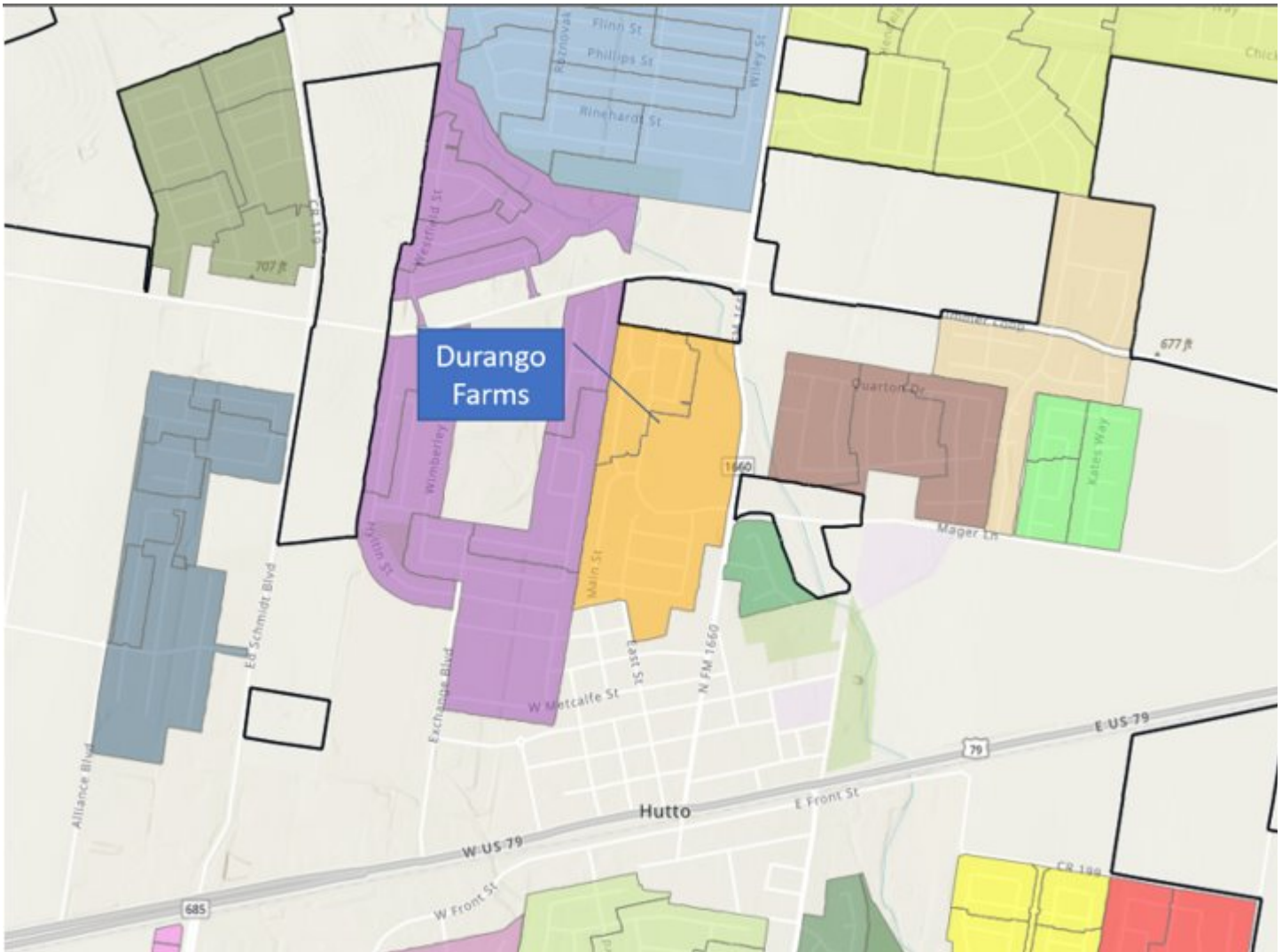
The purpose of this item is to bring back the options that staff has come up with as a result of the direction given.

Staff has looked at several projects that could benefit from the use of this fee.

Just to recap the Durango Farms project includes a Community Benefit Fee of \$1,814,600

AGENDA ITEM REPORT

12.2.



Although the geographical restrictions have been removed staff looked at the projects that are or could be relatively close to the development.

AGENDA ITEM REPORT

12.2.



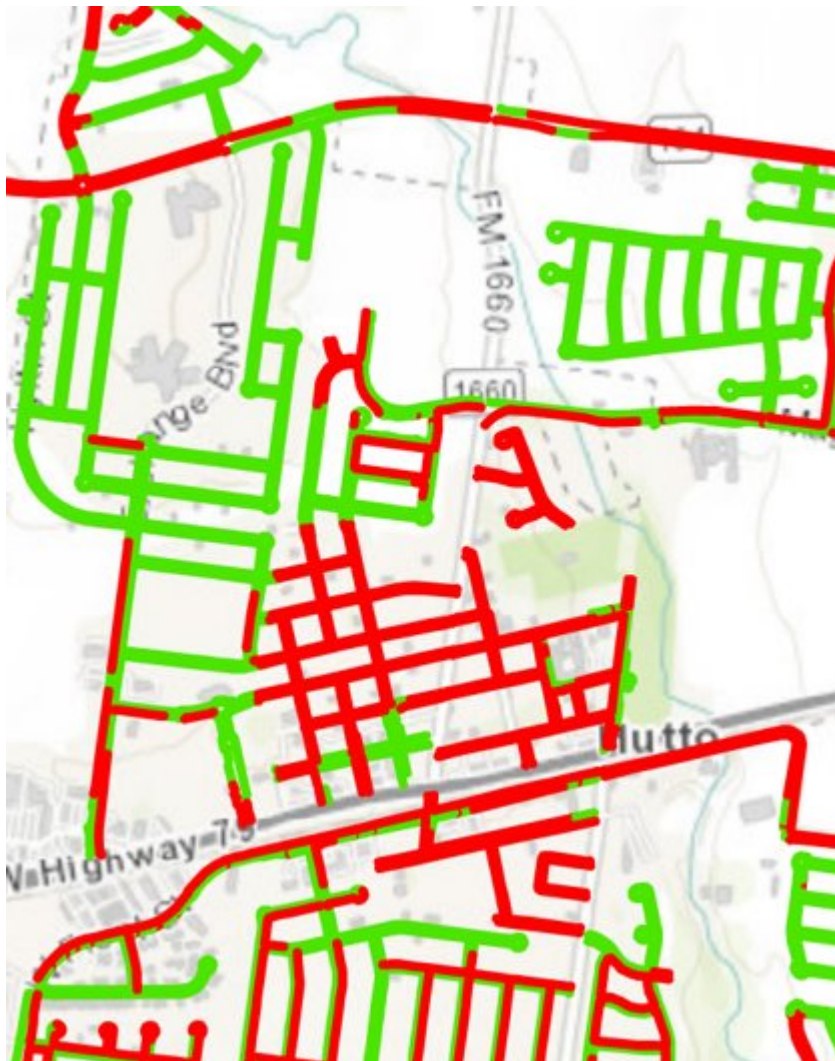
Staff also considered three other projects

1. The new Police Department Building
2. The new Public Works Building
3. Sidewalks missing in Old Town

Here is a snip from the recent sidewalk evaluation. All of the red lines show areas where sidewalks are missing.

AGENDA ITEM REPORT

12.2.



Staff evaluated all of these projects looking at the status.

Project	Status
FM 1660 @ Limmer	In Construction, already funded, exceeds funds available

AGENDA ITEM REPORT

12.2.



Parks Building/Community Meeting	Not programmed, not planned, would exceed funds available
Fritz Park	In Design, slated for construction, exceeds fund available
Veteran's Memorial	Concept is ready, needs design and construction, could be fully funded
Live Oak Reconstruction	In design, Construction in 2025, exceeds funds available
FM 1660 S @ US 79	In design, on hold, exceeds funds available
CR 199 Reconstruction	In design, Construction in 2025, exceeds funds available
Exchange Reconstruction	In design, Construction TBD, exceeds funds available

AGENDA ITEM REPORT

12.2.



Exchange @ Limmer	In design, Construction 2025, construction could be fully funded
PW Building	Programming and planning just started, exceeds funds available
PD Building	Programming and planning expected in April, exceeds funds available
Sidewalks	Could be funded, but limited due to need to address drainage

After this analysis these are the projects that are recommended for consideration of earmarking the community benefit fees.

FM 1660 @ Limmer - Not recommended because it has already been funded with bond dollars
Parks Building/Community Center - Not recommended. Staff suggests waiting to see the updated parks master plan and then prioritizing as necessary.
Fritz Park Improvements - Not recommended because it has already been funded with bond dollars
Veteran's Memorial - Ranked number 7. It should be noted that this project will not use all the funds available.
Live Oak Reconstruction - Ranked number 3. This project has been lingering and was pushed to FY 25 due to limited funds available.
FM 1660 S @ US 79 - Ranked number 6. This project is using bond funds but, due to TxDOT delays, the community benefit could be used to reduce the tax burden.
CR 199 Reconstruction - Ranked number 5. This project is in design and construction is anticipated in 2025. Community benefit could be used to reduce the tax burden.
Exchange Reconstruction - Ranked number 4. The project is in design and construction is anticipated in 2025. Community benefit could be used to reduce the tax burden.
Exchange @ Limmer - Ranked number 2. The project is in design and based on the most recent OPCC, the community benefit fee would cover the entire project.
PW Building - Not recommended. Staff suggest waiting until the building is planned and

AGENDA ITEM REPORT

12.2.



programmed and has a reasonable cost estimate.

PD Building - Not recommended. Staff suggests waiting until the building is planned and programmed and has a reasonable cost estimate.

Old Town Sidewalks - Ranked number 1. This is closest to the project and is a safety concern in Old Town. It should be noted that due to all of the drainage improvements that will be required, the amount of sidewalk achieved will be limited.

SUMMARY OF REQUEST:

Staff requests City Council to provide direction on which project should be earmarked for these funds and any other direction regarding the selected project.

STAFF REVIEW:

FISCAL NOTES:

The City has received \$1,814,600 to date in Community Benefit Fee funds from Durango Farms.

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Consideration and possible action on approval of a funding plan for approved water and wastewater Capital Improvement Projects (CIP) and provide direction to Staff and Bond Counsel to prepare a resolution authorizing the issuance of Certificates of Obligation (Alberta Barrett)
Meeting: Thursday, March 21, 2024
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

At the March 7, 2024 Council meeting, the City Council approved the following water and wastewater projects:

Water

W03 - Northwest Transmission Water Main
W04 - Megasite Water Lines
W07 - New Elevated Storage Tank
W16 - Smart Ball & Pressure Testing/Iron Removal

Wastewater

WW05 - South WWTP for Expansion to 6 MGD (final design & bidding)
WW06 - South WWTP Expansion to 6 MGD (construction)
WW07 - Megasite Wastewater Lift Station
WW10 - SE Loop Wastewater Interceptor
WW11 - Brushy Creek Interceptor Phase 4
WW16 - Central WWTP Expansion Phase 1

The funding for the above projects is estimated at \$277 million with a 2024 debt issuance and approximately \$52 million with a 2026 debt issuance.

SUMMARY OF REQUEST:

For illustration purposes, Staff used a debt service amount of \$33.0 million per year and the LUE projection was derived from the consultant studies that were completed. This revised CIP Water and Wastewater Funding spreadsheet reflects the following:

1. Option A is showing both principal and interest being paid from the Utility Impact Fee Fund.
2. Option B as presented is as follows:
 - The Utility Impact Fee Fund will fund the principal portion of the debt.
 - The Utility Fund will fund the interest portion of the debt.

AGENDA ITEM REPORT

12.3.



- An increase of \$10.00 to all base fee water accounts per month effective June 2024.
- An increase of \$10.00 to all base fee wastewater accounts per month effective June 2024.

STAFF REVIEW:

The funding estimate for the above projects was forwarded to Jim Sabonis, City's financial advisor, and he restructured the debt and provided a more current borrowing rate which lowered our annual debt service from \$33 million per year to \$25 - \$30 million per year. Attached are the amortization schedules for the 2024 issuance and the 2026 issuance. After approval of the financing plan at this meeting, the resolution authorizing the notice of intent will be brought back at the April 4, 2024 City Council meeting. Pricing of the certificates will be around June 6th with the closing and delivery of funds on July 2, 2024.

FISCAL NOTES:

Option B is Staff's recommended option. Also, Staff would like to do an RFQ to contract with a rate consultant to review and make recommendations on the City's water and wastewater rate schedule.

ATTACHMENTS:

1. Revised CIP Water & WW Funding
2. Hutto - Multiyear Utility Fund CIP - 3.5.2024
3. Long Range Budgets
4. Hutto - COs and GO Bonds - Plan of Finance 3_15_24 Final Draft

REVISED CIP WATER & WASTEWATER PROJECTS

	Actual				Projections				
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Projected Water LUE's Annual Growth Rate	6.8%	8.5%	11.4%	8.8%	9.0%	9.0%	18.8%	18.8%	15.0%
Water LUE's (as of February)	5,729	6,216	6,923	7,534	8,212	8,951	10,634	12,633	14,528
Projected WW LUE's Annual Growth Rate	7.0%	7.7%	10.2%	17.8%	9.0%	9.0%	18.8%	18.8%	15.0%
Wastewater LUE's (as of February)	8,999	9,688	10,677	12,577	13,709	14,943	17,752	21,089	24,253

REVISED CIP WATER & WASTEWATER PROJECTS as of 02/15/2024

	2024	2025	2026	2027	2028
Water Projects	\$ 41,284,390	\$ 20,246,857	\$ 19,240,400	\$ 10,509,900	\$ -
Wastewater Projects	73,242,814	224,546,643	39,499,100	14,910,000	10,440,100
Total Water & Wastewater Projects	\$ 114,527,204	\$ 244,793,500	\$ 58,739,500	\$ 25,419,900	\$ 10,440,100

Amount of Unfunded Projects

Water Projects	\$ 6,756,000	\$ 14,861,500	\$ 725,000	\$ -	\$ -
Wastewater Projects	55,675,100	210,472,200	33,433,000	11,900,000	5,945,500
Total Unfunded Water & Wastewater Projects	\$ 62,431,100	\$ 225,333,700	\$ 34,158,000	\$ 11,900,000	\$ 5,945,500
Project #WW10 SE Loop WW Interceptor funds due from the County	\$ (10,000,000)				
Revised Total Unfunded Water & Wastewater Projects	215,333,700				

ESTIMATED ANNUAL DEBT COST

	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Series 2024 Issue (\$277.0)	\$ 19,252,885	\$ 19,252,885	\$ 19,252,885	\$ 19,252,885	\$ 19,252,885
Series 2026 Issue (\$52.0)		3,614,260	3,614,260	3,614,260	3,614,260
Summary of New Debt	\$ 19,252,885	\$ 22,867,145	\$ 22,867,145	\$ 22,867,145	\$ 22,867,145
Existing Debt	10,604,400	10,604,400	10,929,000	10,924,900	10,929,100
Total Estimated Annual Debt Cost	\$ 29,857,285	\$ 33,471,545	\$ 33,796,145	\$ 33,792,045	\$ 33,796,245

FUNDS AVAILABLE

	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29
OPTION A					
Funding both principal and interest from Utility Impact Fee Fund; no use of Utility Fund					
Beginning Fund Balance	\$ 27,291,990	\$ 7,401,945	\$ (3,373,852)	\$ (10,211,273)	\$ (18,445,446)
Projected Addition to Fund Balance	9,967,240	22,695,748	26,958,724	25,557,872	29,389,300
Annual Utility Debt Pmts (Principal & Interest)	(29,857,285)	(33,471,545)	(33,796,145)	(33,792,045)	(33,796,245)
Ending Fund Balance	\$ 7,401,945	\$ (3,373,852)	\$ (10,211,273)	\$ (18,445,446)	\$ (22,852,391)
OPTION B					
Funding principal from Utility Impact Fee Fund; funding interest from Utility Fund					
Beginning Fund Balance	\$ 27,291,990	\$ 15,848,730	\$ 15,235,178	\$ 13,633,002	\$ 6,439,574
Projected Addition to Fund Balance	9,967,240	22,695,748	26,958,724	25,557,872	29,389,300
Annual Utility Debt Pmts (Principal Only)	(17,097,400)	(19,234,900)	(19,393,300)	(19,550,400)	(19,550,400)
Transfer for Capital Impr Projects	(4,313,100)	(4,074,400)	(9,167,600)	(13,200,900)	(3,174,600)
Ending Fund Balance	\$ 15,848,730	\$ 15,235,178	\$ 13,633,002	\$ 6,439,574	\$ 13,103,874

Utility Fund (Operating)		FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29
Beginning Fund Balance		\$ 12,647,933	\$ 8,220,948	\$ 6,579,774	\$ 8,179,157	\$ 9,766,836
Operating Revenues						
Water User Fees	\$10.00 increase to base fee for all water accounts effective June 2024	8,731,700	10,576,970	12,501,469	13,850,175	15,792,086
Wastewater User Fees	\$10.00 increase to base fee for all wastewater accounts effective June 2024	9,622,400	12,251,601	14,794,259	15,646,449	17,753,896
Other Operating Revenues		1,990,900	1,839,100	1,839,100	2,096,600	2,096,600
Total Operating Revenue		\$ 20,345,000	\$ 24,667,671	\$ 29,134,828	\$ 31,593,224	\$ 35,642,582
Operating Expenses		(12,012,100)	(12,072,200)	(13,132,600)	(15,763,900)	(19,079,200)
Annual Utility Debt Pmts (<i>Interest Only</i>)		(12,759,885)	(14,236,645)	(14,402,845)	(14,241,645)	(14,245,845)
Ending Fund Balance		\$ 8,220,948	\$ 6,579,774	\$ 8,179,157	\$ 9,766,836	\$ 12,084,373
Utility Fund Reserve Requirement		\$ (6,192,996)	\$ (6,577,211)	\$ (6,883,861)	\$ (7,501,386)	\$ (8,331,261)
Excess (Deficit)		\$ 2,027,952	\$ 2,563	\$ 1,295,296	\$ 2,265,450	\$ 3,753,112

Note: Above are based on the following assumptions:

LUE growth as projected at the top of the spreadsheet

Increase the water base fee \$10.00 per account per month effective June 2024

Increase the wastewater base fee \$10.00 per account per month effective June 2024

Increased consumption based on LUE projection

Estimated for an increase in operating expenses for EPCOR & Recharge

City of Hutto, Texas

RECOMMENDED WATER & SEWER CIP			
	<u>2024</u>	<u>2026</u>	<u>TOTAL</u>
Water CIP	\$21,617,500	\$725,000	\$22,342,500
Sewer CIP	\$256,147,300	\$51,278,500	\$307,425,800
<u>TOTAL</u>	<u>\$277,764,800</u>	<u>\$52,003,500</u>	<u>\$329,768,300</u>

PRELIMINARY SOURCES & USES OF FUNDS			
	<u>2024</u>	<u>2026</u>	<u>TOTAL</u>
Par Amount	\$280,790,000	\$52,810,000	\$333,600,000
Water CIP Funding	\$21,617,500	\$725,000	\$22,342,500
Sewer CIP Funding	\$256,147,300	\$51,278,500	\$307,425,800
Financing Costs	\$1,340,460	\$436,830	\$1,777,290
Underwriter's Discount	\$1,684,740	\$369,670	\$2,054,410
<u>Total Uses of Funds</u>	<u>\$280,790,000</u>	<u>\$52,810,000</u>	<u>\$333,600,000</u>

PRELIMINARY SUMMARY STATISTICS			
	<u>2024</u>	<u>2026</u>	<u>TOTAL</u>
True Interest Cost %	4.47% ⁽¹⁾	4.99% ⁽²⁾	
Total P&i	\$566,142,924	\$0	\$566,142,924
Avg. Annual P&i	\$18,871,431	\$0	\$18,871,431

Notes:

(1) TIC = True Interest Cost. Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. [Subject to change at any time.](#)

(2) TIC = True Interest Cost. Assumes "AA-" interest rates plus 0.75% as of 2/26/2024. [Subject to change at any time.](#)

City of Hutto, Texas
Water & Sewer System Capital Improvement Program - Phase One

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
	TOTAL Existing W&S Supported D/S	Project Fund = \$277,764,800 Combination Tax & Revenue Certificates of Obligation, Series 2024 All-in True Interest Cost = 4.47% ⁽¹⁾			Projected Total W&S Supported D/S
FYE 30-Sep		Principal	Interest	Total D/S	
2024	\$10,604,347	\$0	\$0	\$0	\$10,604,347
2025	\$10,928,835	\$0	\$13,796,846	\$13,796,846	\$24,725,681
2026	\$10,924,777	\$1,415,000	\$12,386,196	\$13,801,196	\$24,725,973
2027	\$10,929,107	\$1,750,000	\$12,341,340	\$14,091,340	\$25,020,447
2028	\$10,925,927	\$4,210,000	\$12,288,490	\$16,498,490	\$27,424,417
2029	\$10,924,481	\$5,505,000	\$12,165,137	\$17,670,137	\$28,594,618
2030	\$10,929,177	\$5,655,000	\$12,005,492	\$17,660,492	\$28,589,669
2031	\$10,928,544	\$5,825,000	\$11,839,801	\$17,664,801	\$28,593,345
2032	\$10,928,951	\$5,995,000	\$11,669,128	\$17,664,128	\$28,593,079
2033	\$10,925,087	\$6,175,000	\$11,492,875	\$17,667,875	\$28,592,962
2034	\$10,924,872	\$6,360,000	\$11,310,713	\$17,670,713	\$28,595,584
2035	\$10,926,509	\$6,555,000	\$11,111,645	\$17,666,645	\$28,593,154
2036	\$10,927,103	\$6,760,000	\$10,903,851	\$17,663,851	\$28,590,954
2037	\$10,927,004	\$6,990,000	\$10,676,039	\$17,666,039	\$28,593,043
2038	\$10,925,756	\$7,235,000	\$10,429,991	\$17,664,991	\$28,590,747
2039	\$10,927,419	\$7,510,000	\$10,157,955	\$17,667,955	\$28,595,374
2040	\$10,927,594	\$7,800,000	\$9,866,567	\$17,666,567	\$28,594,161
2041	\$10,927,800	\$8,110,000	\$9,555,347	\$17,665,347	\$28,593,147
2042	\$10,925,363	\$8,445,000	\$9,224,459	\$17,669,459	\$28,594,822
2043	\$10,923,819	\$8,795,000	\$8,869,769	\$17,664,769	\$28,588,588
2044	\$10,924,338	\$9,175,000	\$8,494,223	\$17,669,223	\$28,593,560
2045	\$10,924,225	\$9,570,000	\$8,097,863	\$17,667,863	\$28,592,088
2046	\$10,923,975	\$10,000,000	\$7,667,213	\$17,667,213	\$28,591,188
2047	\$10,927,050	\$10,450,000	\$7,217,213	\$17,667,213	\$28,594,263
2048	\$3,323,000	\$18,520,000	\$6,746,963	\$25,266,963	\$28,589,963
2049	\$3,321,000	\$19,360,000	\$5,913,563	\$25,273,563	\$28,594,563
2050	\$3,324,000	\$19,310,000	\$5,042,363	\$24,352,363	\$27,676,363
2051	\$3,321,500	\$20,225,000	\$4,125,138	\$24,350,138	\$27,671,638
2052	\$3,323,500	\$21,185,000	\$3,164,450	\$24,349,450	\$27,672,950
2053	\$3,324,500	\$22,190,000	\$2,158,163	\$24,348,163	\$27,672,663
2054	\$3,324,250	\$23,245,000	\$1,104,138	\$24,349,138	\$27,673,388
2055	\$3,322,500	\$0	\$0	\$0	\$3,322,500
2056	\$3,324,000	\$0	\$0	\$0	\$3,324,000
2057	\$3,323,250	\$0	\$0	\$0	\$3,323,250
	\$295,143,557	\$294,320,000	\$271,822,924	\$566,142,924	\$857,963,231

Notes:

(1) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

City of Hutto, Texas
Water & Sewer System Capital Improvement Program - Phase Two

A	B	C	D	E	F	G	H	I
	TOTAL Existing W&S	Project Fund = \$277,764,800 Combination Tax & Revenue Certificates of Obligation, Series 2024			Project Fund = \$52,003,500 Combination Tax & Revenue Certificates of Obligation, Series 2026			Projected Existing W&S
FYE 30-Sep	Supported D/S	All-in True Interest Cost = 4.47% ⁽¹⁾			All-in True Interest Cost = 4.99% ⁽²⁾			Supported D/S
		Principal	Interest	Total D/S	Principal	Interest	Total D/S	
2024	\$10,604,347	\$0	\$0	\$0	\$0	\$0	\$0	\$10,604,347
2025	\$10,928,835	\$0	\$13,796,846	\$13,796,846	\$0	\$0	\$0	\$24,725,681
2026	\$10,924,777	\$1,415,000	\$12,386,196	\$13,801,196	\$0	\$0	\$0	\$24,725,973
2027	\$10,929,107	\$1,750,000	\$12,341,340	\$14,091,340	\$0	\$2,586,345	\$2,586,345	\$27,606,792
2028	\$10,925,927	\$4,210,000	\$12,288,490	\$16,498,490	\$0	\$2,476,288	\$2,476,288	\$29,900,705
2029	\$10,924,481	\$5,505,000	\$12,165,137	\$17,670,137	\$900,000	\$2,476,288	\$3,376,288	\$31,970,906
2030	\$10,929,177	\$5,655,000	\$12,005,492	\$17,660,492	\$935,000	\$2,444,608	\$3,379,608	\$31,969,277
2031	\$10,928,544	\$5,825,000	\$11,839,801	\$17,664,801	\$965,000	\$2,412,538	\$3,377,538	\$31,970,882
2032	\$10,928,951	\$5,995,000	\$11,669,128	\$17,664,128	\$995,000	\$2,379,728	\$3,374,728	\$31,967,807
2033	\$10,925,087	\$6,175,000	\$11,492,875	\$17,667,875	\$1,030,000	\$2,345,599	\$3,375,599	\$31,968,561
2034	\$10,924,872	\$6,360,000	\$11,310,713	\$17,670,713	\$1,060,000	\$2,310,270	\$3,370,270	\$31,965,854
2035	\$10,926,509	\$6,555,000	\$11,111,645	\$17,666,645	\$1,105,000	\$2,273,806	\$3,378,806	\$31,971,960
2036	\$10,927,103	\$6,760,000	\$10,903,851	\$17,663,851	\$1,145,000	\$2,235,684	\$3,380,684	\$31,971,637
2037	\$10,927,004	\$6,990,000	\$10,676,039	\$17,666,039	\$1,185,000	\$2,194,120	\$3,379,120	\$31,972,163
2038	\$10,925,756	\$7,235,000	\$10,429,991	\$17,664,991	\$1,230,000	\$2,150,631	\$3,380,631	\$31,971,378
2039	\$10,927,419	\$7,510,000	\$10,157,955	\$17,667,955	\$1,270,000	\$2,103,030	\$3,373,030	\$31,968,403
2040	\$10,927,594	\$7,800,000	\$9,866,567	\$17,666,567	\$1,325,000	\$2,051,976	\$3,376,976	\$31,971,136
2041	\$10,927,800	\$8,110,000	\$9,555,347	\$17,665,347	\$1,385,000	\$1,995,531	\$3,380,531	\$31,973,678
2042	\$10,925,363	\$8,445,000	\$9,224,459	\$17,669,459	\$1,440,000	\$1,934,868	\$3,374,868	\$31,969,689
2043	\$10,923,819	\$8,795,000	\$8,869,769	\$17,664,769	\$1,510,000	\$1,870,212	\$3,380,212	\$31,968,799
2044	\$10,924,338	\$9,175,000	\$8,494,223	\$17,669,223	\$1,575,000	\$1,801,054	\$3,376,054	\$31,969,614
2045	\$10,924,225	\$9,570,000	\$8,097,863	\$17,667,863	\$1,650,000	\$1,727,029	\$3,377,029	\$31,969,116
2046	\$10,923,975	\$10,000,000	\$7,667,213	\$17,667,213	\$1,730,000	\$1,648,324	\$3,378,324	\$31,969,511
2047	\$10,927,050	\$10,450,000	\$7,217,213	\$17,667,213	\$1,810,000	\$1,564,938	\$3,374,938	\$31,969,200
2048	\$3,323,000	\$18,520,000	\$6,746,963	\$25,266,963	\$1,905,000	\$1,474,438	\$3,379,438	\$31,969,400
2049	\$3,321,000	\$19,360,000	\$5,913,563	\$25,273,563	\$2,000,000	\$1,379,188	\$3,379,188	\$31,973,750
2050	\$3,324,000	\$19,310,000	\$5,042,363	\$24,352,363	\$3,015,000	\$1,279,188	\$4,294,188	\$31,970,550
2051	\$3,321,500	\$20,225,000	\$4,125,138	\$24,350,138	\$3,170,000	\$1,128,438	\$4,298,438	\$31,970,075
2052	\$3,323,500	\$21,185,000	\$3,164,450	\$24,349,450	\$3,330,000	\$969,938	\$4,299,938	\$31,972,888
2053	\$3,324,500	\$22,190,000	\$2,158,163	\$24,348,163	\$3,500,000	\$795,113	\$4,295,113	\$31,967,775
2054	\$3,324,250	\$23,245,000	\$1,104,138	\$24,349,138	\$3,685,000	\$611,363	\$4,296,363	\$31,969,750
2055	\$3,322,500	\$0	\$0	\$0	\$3,880,000	\$417,900	\$4,297,900	\$7,620,400
2056	\$3,324,000	\$0	\$0	\$0	\$4,080,000	\$214,200	\$4,294,200	\$7,618,200
2057	\$3,323,250	\$0	\$0	\$0	\$0	\$0	\$0	\$3,323,250
	\$295,143,557	\$294,320,000	\$271,822,924	\$566,142,924	\$52,810,000	\$53,252,623	\$106,062,623	\$964,025,854

Notes:

(1) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. **Subject to change at any time.**

(2) Assumes "AA-" interest rates plus 0.75% as of 2/26/2024. **Subject to change at any time.**

	Actual	2020	2021	2022	2023	Budget	Staff Revised Projections					Staff Revised Projections					Staff Revised Projections	
a	Water Projected Annual Growth Rate	14.3%	9.8%	10.5%	6.4%	9.0%	6.5%	8.0%	9.0%	12.0%	15.0%	15.0%	10.0%	5.9%	5.9%	5.9%	2.1%	
	Water LUE Increase			599	706	479	713	515	675	820	1,191	1,668	1,918	1,470	954	1,010	1,070	403
	Number of Water LUE's	6,133	6,732	7,438	7,917		8,630	8,432	9,106	9,926	11,117	12,784	14,702	16,172	17,126	18,137	19,207	19,610
b	WW Projected Annual Growth Rate	7.0%	7.7%	10.2%	17.8%	9.0%	6.5%	8.0%	9.0%	12.0%	15.0%	15.0%	10.0%	5.9%	5.9%	5.9%	2.1%	
	Wastewater LUE Increase			939	1,925	949	1,198	865	1,134	1,378	2,002	2,803	3,223	2,471	1,604	1,698	1,799	678
	Number of W/W Accounts	9,494	10,433	12,358	13,307		14,505	14,172	15,306	16,683	18,685	21,488	24,711	27,182	28,786	30,484	32,283	32,961

Fund 52 - Utility Impact Fees			LONG RANGE UTILITY IMPACT FEE FUND BUDGET												
			Actual FY2022-23	Budget FY2023-24	Projected FY2023-24	Budget FY2024-25	Budget FY2025-26	Budget FY2026-27	Budget FY2027-28	Budget FY2028-29	Budget FY2029-30	Budget FY2030-31	Budget FY2031-32	Budget FY2032-33	Budget FY2033-34
Beginning Fund Balance					\$ 27,291,990	\$ 27,743,790	\$ 25,990,290	\$ 19,251,590	\$ 11,508,490	\$ 22,965,190	\$ 34,052,690	\$ 44,137,390	\$ 46,985,190	\$ 50,433,590	\$ 54,507,390
REVENUES															
	Interest Income		373,430	0	1,500,000	1,300,000	1,000,000	500,000	850,000	1,300,000	1,700,000	1,800,000	2,000,000	2,200,000	1,900,000
c	Water Impact Fees		7,178,692	6,500,000	4,545,000	5,957,400	7,238,300	10,519,600	14,727,500	16,936,600	12,984,700	8,427,100	8,924,300	9,450,800	3,562,300
c	Wastewater Impact Fees		4,011,217	3,400,000	2,411,500	3,160,900	3,840,500	5,581,500	7,814,200	8,986,300	6,889,500	4,471,300	4,735,100	5,014,400	1,890,100
TOTAL REVENUES			11,563,339	9,900,000	8,456,500	10,418,300	12,078,800	16,601,100	23,391,700	27,222,900	21,574,200	14,698,400	15,659,400	16,665,200	7,352,400
EXPENSES															
d	Transfer to Utility Fund (50)		-	-		4,000,000	4,000,000	5,000,000	-	-	-	-	-	-	-
	Tfr to UF DS Existing Debt-Principal Only		3,162,217	3,485,090	3,691,600	4,097,400	4,234,900	4,393,300	4,550,400	4,716,600	4,899,500	5,060,600	5,221,000	5,386,400	5,549,000
	Tfr to UF DS-Series 2024 (\$278.0)-Principal Only						1,415,000	1,750,000	4,210,000	5,505,000	5,655,000	5,825,000	5,995,000	6,175,000	6,360,000
	Tfr to UF DS -Series 2026 (\$52.0)-Principal Only									900,000	935,000	965,000	995,000	1,030,000	1,060,000
e	Total Transfer to Utility Debt Svc		3,162,217	3,485,090	3,691,600	4,097,400	5,649,900	6,143,300	8,760,400	11,121,600	11,489,500	11,850,600	12,211,000	12,591,400	12,969,000
f	Transfer to Capital Impr Fund				4,313,100	4,074,400	9,167,600	13,200,900	3,174,600	5,013,800					
TOTAL EXPENSES			3,162,217	3,485,090	8,004,700	12,171,800	18,817,500	24,344,200	11,935,000	16,135,400	11,489,500	11,850,600	12,211,000	12,591,400	12,969,000
Operating Income (Loss)					451,800	(1,753,500)	(6,738,700)	(7,743,100)	11,456,700	11,087,500	10,084,700	2,847,800	3,448,400	4,073,800	(5,616,600)
g	Ending Fund Balance		27,291,990		\$ 27,743,790	\$ 25,990,290	\$ 19,251,590	\$ 11,508,490	\$ 22,965,190	\$ 34,052,690	\$ 44,137,390	\$ 46,985,190	\$ 50,433,590	\$ 54,507,390	\$ 48,890,790

- Notes/Assumptions:
- a&b

Revised LUE projections based on current development trends
- c

Impact Revenue Fees are based on current fees and revised LUE projections
- d

Transfer to Utility Fund to offset
- e

Utility Debt Service principal payments
- f

Water & Wastewater CIP projects
- g

Fund Balance is positive until FYE 2041

LONG RANGE UTILITY FUND BUDGET															
Proposed Rate Increase - Water			+ \$10.00/base rate		7%		10%								
Proposed Rate Increase - Wastewater			+ \$10.00/base rate		7%		10%								
			eff June 2024												
Fund 50 - Utility Fund			Actual FY2022-23	Budget FY2023-24	Projected FY2023-24	Budget FY2024-25	Budget FY2025-26	Budget FY2026-27	Budget FY2027-28	Budget FY2028-29	Budget FY2029-30	Budget FY2030-31	Budget FY2031-32	Budget FY2032-33	Budget FY2033-34
Beginning Fund Balance				\$ 12,647,933	\$ 12,647,933	\$ 13,123,533	\$ 10,581,654	\$ 9,432,454	\$ 10,082,654	\$ 10,200,954	\$ 10,257,354	\$ 10,572,455	\$ 10,983,557	\$ 10,993,360	\$ 10,916,864
REVENUES															
a	Water User Fees		7,720,621	7,350,000	8,731,700	10,522,936	12,206,600	13,671,400	17,089,300	19,652,700	21,618,000	23,542,000	25,637,200	27,918,900	29,342,800
a	Wastewater User Fees		8,378,757	8,800,000	9,622,400	12,228,885	14,185,500	15,887,800	19,859,800	22,838,800	25,122,700	26,604,900	28,174,600	29,836,900	30,463,500
Other Operating Revenues			1,236,666	1,990,823	1,990,900	1,839,100	1,839,100	2,096,600	2,096,600	2,101,600	1,651,601	1,401,602	1,401,603	1,431,604	1,331,605
Total Operating Revenue			17,336,044	18,140,823	20,345,000	24,590,921	28,231,200	31,655,800	39,045,700	44,593,100	48,392,301	51,548,502	55,213,403	59,187,404	61,137,905
b	Reimbursement from 2024 CO proceeds					5,516,500									
c	Transfers In from other Funds		179,167	500,000	-	4,000,000	4,000,000	5,000,000	-	-					
TOTAL REVENUES			17,515,211	18,640,823	20,345,000	34,107,421	32,231,200	36,655,800	39,045,700	44,593,100	48,392,301	51,548,502	55,213,403	59,187,404	61,137,905
EXPENSES															
d	Total Operating Expense		8,128,994	12,012,189	12,012,100	11,694,300	13,954,200	14,342,200	17,586,900	17,987,400	18,397,400	18,817,100	19,246,900	19,686,800	20,137,100
e	Total Bond Expense (Interest portion)		6,680,609	7,119,310	7,162,800	20,628,400	19,226,200	21,463,400	21,140,500	20,849,300	20,479,800	20,120,300	19,756,700	19,377,100	18,996,800
Total Operating Expense			14,809,603	19,131,499	19,174,900	32,322,700	33,180,400	35,805,600	38,727,400	38,836,700	38,877,200	38,937,400	39,003,600	39,063,900	39,133,900
Capital Outlay			21,030	694,457	694,500	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
f	Transfers Out to Capital Improvement Fund		242,941	-	-	4,126,600			-	5,500,000	9,000,000	12,000,000	16,000,000	20,000,000	22,000,000
TOTAL EXPENSES			15,073,574	19,825,956	19,869,400	36,649,300	33,380,400	36,005,600	38,927,400	44,536,700	48,077,200	51,137,400	55,203,600	59,263,900	61,333,900
Operating Income (Loss)			2,441,637	(1,185,133)	475,600	(2,541,879)	(1,149,200)	650,200	118,300	56,400	315,101	411,102	9,803	(76,496)	(195,995)
g	Ending Fund Balance		12,647,933	11,462,800	13,123,533	10,581,654	9,432,454	10,082,654	10,200,954	10,257,354	10,572,455	10,983,557	10,993,360	10,916,864	10,720,869
h	Fund Balance Requirement		3,702,401	4,782,875	4,793,725	8,080,675	8,295,100	8,951,400	9,681,850	9,709,175	9,719,300	9,734,350	9,750,900	9,765,975	9,783,475
i	Excess (Deficit)		8,945,532	6,679,925	8,329,808	2,500,979	1,137,354	1,131,254	519,104	548,179	853,155	1,249,207	1,242,460	1,150,889	937,394
Notes/Assumptions:															
a	Water & Wastewater Fees based on rates and consumption														
b	Reimbursed expenses before issuance of 2024 CO's														
c	Transfer from Utility Impact Fee Fund														
d	Operating expenses reflect and increase in 2026 and 2028 for EPCOR & Recharge														
e	Utility Debt Service interest payments														
f	Water & Wastewater CIP projects														
g	Utility Fund Balance														
h	Utility Fund Balance requirement														
i	Excess (Deficit) fund balance over the requirement														



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City of Hutto, Texas

Plan of Finance to Fund Utility and Street Improvements

by Issuance of

Certificates of Obligation, Serie 2024

General Obligation Bonds, Series 2024

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Summary



Hutto's 2024 Debt Funded Capital Improvement Program

<u>Streets</u>	<u>Utilities</u>	<u>Total</u>
\$26,000,000	\$277,764,800	\$303,764,800

Debt Issuance Instruments

<u>Streets</u>	<u>Utilities</u>
\$16.9 mm General Obligation Bonds \$9.6 mm Certificates of Obligation	\$280.8 mm Certificates of Obligation

Amortization

<u>Streets</u>	<u>Utilities</u>
25 years	30 years

Bond Rating and Interest Cost

- “AA-” Standard and Poor’s Long-term Debt Rating
- Current tax-exempt interest rates plus 0.25%

I&S Ad Valorem Tax - Sources and Uses, and Debt Service



PRELIMINARY SOURCES & USES OF FUNDS			
	<u>GO</u>	<u>CO</u>	<u>TOTAL</u>
Par Amount	\$16,875,000	\$9,605,000	\$26,480,000
Project Fund	\$16,500,000	\$9,500,000	\$26,000,000
Budgeted Financing Costs	\$206,250	\$47,370	\$253,620
<u>Budgeted Underwriter's Discount</u>	<u>\$168,750</u>	<u>\$57,630</u>	<u>\$226,380</u>
<u>Total Uses of Funds</u>	<u>\$16,875,000</u>	<u>\$9,605,000</u>	<u>\$26,480,000</u>

PRELIMINARY SUMMARY STATISTICS			
	<u>GO</u>	<u>CO</u>	<u>TOTAL</u>
True Interest Cost	4.47% ⁽¹⁾	4.47% ⁽²⁾	
Total Principal & Interest	\$28,129,293	\$17,394,748	\$45,524,042
Avg. Annual Principal & Interest	\$1,125,172	\$695,790	\$1,820,962

Notes & Assumptions

(1) Fiscal 2023 & 2024 TAV is actual. Growth assumptions from Fiscal Years 2025-2027 as provided by City Staff. Subject to char

(2) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

(3) Per City Staff. FYE 2023-2024 fund balance projected = \$2,294,469

(4) Project Fund 6-month level drawdown invested at 4.47% (bond yield) of GO Bonds Series 2024 & COs Series 2024.

(5) Fiscal 2024 tax rate is actual. Debt Service (I&S) Tax Rates calculated assuming 99.80% collections thereafter.

I&S Ad Valorem Tax – Debt Service and Tax Rate



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
				Existing	\$9,605,000			\$16,875,000			Less:	Less:	NET NEW	99.80%	Variance
	Fiscal		Adjusted	Tax-Supported	Combination Tax & Revenue			General Obligation New Money			I&S	Interest	Tax-Supported	Required	from
	Year	Estimated	Taxable	General	Certificates of Obligation, Series 2024			Bonds, Series 2024			Debt Service	Earnings on	General	Debt Service	FY 2024
	Ending	Growth	Assessed	Obligation	All-in True Interest Cost = 4.47% ⁽²⁾			All-in True Interest Cost = 4.47% ⁽²⁾			Funds on	Construction	Obligation	(I&S)	Tax Rate ⁽⁵⁾
	9/30	Factor ⁽¹⁾	Valuation ⁽¹⁾	Debt Service	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Hand ⁽³⁾	Fund ⁽⁴⁾	Debt Service	Tax Rate ⁽⁵⁾	\$0.1336
Actual Budget	2024	20.78%	\$4,594,391,774	\$6,775,975	\$0	\$0	\$0	\$0	\$0	\$0	(\$648,676)	\$0	\$6,127,299	0.1336	NA
Projected	2025	16.00%	\$5,329,494,458	\$7,279,073	\$0	\$445,740	\$445,740	\$0	\$727,915	\$727,915	(\$1,068,413)	(243,148.51)	7,141,166	0.1343	0.0006
Projected	2026	13.00%	\$6,022,328,737	\$7,280,187	\$0	\$400,166	\$400,166	\$0	\$653,490	\$653,490	(\$188,335)	(\$100,059)	8,045,448	0.1339	0.0002
Projected	2027	7.00%	\$6,443,891,749	\$7,223,449	\$0	\$400,166	\$400,166	\$0	\$653,490	\$653,490	\$0	\$0	8,277,104	0.1287	0.0049
Projected	2028	5.00%	\$6,766,086,336	\$7,210,979	\$0	\$400,166	\$400,166	\$250,000	\$653,490	\$903,490	\$0	\$0	8,514,634	0.1261	0.0075
Projected	2029	3.00%	\$6,969,068,927	\$7,102,737	\$0	\$400,166	\$400,166	\$555,000	\$646,165	\$1,201,165	\$0	\$0	8,704,067	0.1251	0.0085
Projected	2030	1.00%	\$7,038,759,616	\$6,989,501	\$0	\$400,166	\$400,166	\$570,000	\$630,070	\$1,200,070	\$0	\$0	8,589,736	0.1223	0.0114
Projected	2031	0.00%	\$7,038,759,616	\$6,896,613	\$100,000	\$400,166	\$500,166	\$585,000	\$613,369	\$1,198,369	\$0	\$0	8,595,147	0.1224	0.0113
Projected	2032	0.00%	\$7,038,759,616	\$6,854,761	\$100,000	\$397,236	\$497,236	\$605,000	\$596,228	\$1,201,228	\$0	\$0	8,553,225	0.1218	0.0119
Projected	2033	0.00%	\$7,038,759,616	\$6,795,286	\$100,000	\$394,296	\$494,296	\$620,000	\$578,441	\$1,198,441	\$0	\$0	8,488,023	0.1208	0.0128
Projected	2034	0.00%	\$7,038,759,616	\$6,785,399	\$100,000	\$391,346	\$491,346	\$640,000	\$560,151	\$1,200,151	\$0	\$0	8,476,896	0.1207	0.0130
Projected	2035	0.00%	\$7,038,759,616	\$6,750,913	\$100,000	\$388,216	\$488,216	\$660,000	\$540,119	\$1,200,119	\$0	\$0	8,439,248	0.1201	0.0135
Projected	2036	0.00%	\$7,038,759,616	\$6,747,413	\$100,000	\$385,046	\$485,046	\$680,000	\$519,197	\$1,199,197	\$0	\$0	8,431,655	0.1200	0.0136
Projected	2037	0.00%	\$7,038,759,616	\$6,289,608	\$540,000	\$381,676	\$921,676	\$705,000	\$496,281	\$1,201,281	\$0	\$0	8,412,565	0.1198	0.0139
Projected	2038	0.00%	\$7,038,759,616	\$6,013,585	\$560,000	\$362,668	\$922,668	\$730,000	\$471,465	\$1,201,465	\$0	\$0	8,137,718	0.1158	0.0178
Projected	2039	0.00%	\$7,038,759,616	\$6,017,213	\$580,000	\$341,612	\$921,612	\$755,000	\$444,017	\$1,199,017	\$0	\$0	8,137,841	0.1158	0.0178
Projected	2040	0.00%	\$7,038,759,616	\$6,022,320	\$605,000	\$319,108	\$924,108	\$785,000	\$414,723	\$1,199,723	\$0	\$0	8,146,151	0.1160	0.0177
Projected	2041	0.00%	\$7,038,759,616	\$6,006,263	\$625,000	\$294,968	\$919,968	\$815,000	\$383,402	\$1,198,402	\$0	\$0	8,124,632	0.1157	0.0180
Projected	2042	0.00%	\$7,038,759,616	\$6,017,125	\$655,000	\$269,468	\$924,468	\$850,000	\$350,150	\$1,200,150	\$0	\$0	8,141,743	0.1159	0.0177
Projected	2043	0.00%	\$7,038,759,616	\$4,984,863	\$680,000	\$241,958	\$921,958	\$885,000	\$314,450	\$1,199,450	\$0	\$0	7,106,270	0.1012	0.0325
Projected	2044	0.00%	\$7,038,759,616	\$4,989,450	\$710,000	\$212,922	\$922,922	\$925,000	\$276,660	\$1,201,660	\$0	\$0	7,114,032	0.1013	0.0324
Projected	2045	0.00%	\$7,038,759,616	\$3,293,988	\$740,000	\$182,250	\$922,250	\$960,000	\$236,700	\$1,196,700	\$0	\$0	5,412,938	0.0771	0.0566
Projected	2046	0.00%	\$7,038,759,616	\$3,288,100	\$775,000	\$148,950	\$923,950	\$1,005,000	\$193,500	\$1,198,500	\$0	\$0	5,410,550	0.0770	0.0566
Projected	2047	0.00%	\$7,038,759,616	\$3,290,913	\$810,000	\$114,075	\$924,075	\$1,050,000	\$148,275	\$1,198,275	\$0	\$0	5,413,263	0.0771	0.0566
Projected	2048	0.00%	\$7,038,759,616	\$1,647,638	\$845,000	\$77,625	\$922,625	\$1,100,000	\$101,025	\$1,201,025	\$0	\$0	3,771,288	0.0537	0.0799
Projected	2049	0.00%	\$7,038,759,616	\$0	\$880,000	\$39,600	\$919,600	\$1,145,000	\$51,525	\$1,196,525	\$0	\$0	2,116,125	0.0301	0.1035
Total Projected				\$141,777,373	\$9,605,000	\$7,789,748	\$17,394,748	\$16,875,000	\$11,254,293	\$28,129,293	(\$1,905,424)	(\$343,208)	\$191,828,759		

Notes & Assumptions

(1) Fiscal 2023 & 2024 TAV is actual. Growth assumptions from Fiscal Years 2025-2027 as provided by City Staff. Subject to char

(2) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

(3) Per City Staff. FYE 2023-2024 fund balance projected = \$2,294,469

(4) Project Fund 6-month level drawdown invested at 4.47% (bond yield) of GO Bonds Series 2024 & COs Series 2024.

(5) Fiscal 2024 tax rate is actual. Debt Service (I&S) Tax Rates calculated assuming 99.80% collections thereafter.

Utility Fund - Sources and Uses, and Debt Service



WATER & SEWER CAPITAL IMPROVEMENT PROGRAM	
	<u>2024</u>
Water CIP	\$21,617,500
Sewer CIP	\$256,147,300
<u>TOTAL</u>	<u>\$277,764,800</u>
PRELIMINARY SOURCES & USES OF FUNDS	
	<u>2024</u>
Par Amount	\$280,790,000
<u>Total Sources of Funds</u>	<u>\$280,790,000</u>
Water CIP Funding	\$21,617,500
Sewer CIP Funding	\$256,147,300
Budgeted Financing Costs	\$1,355,370
<u>Budgeted Underwriter's Discount</u>	<u>\$1,684,830</u>
<u>Total Uses of Funds</u>	<u>\$280,805,000</u>
PRELIMINARY SUMMARY STATISTICS	
	<u>2024</u>
True Interest Cost	4.47%
Total Principal & Interest	\$543,965,627
Avg. Annual Principal & Interest	\$18,132,188

Notes

(1) TIC = True Interest Cost. Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

Utility Fund – Debt Service



A	B	C	D	E	F
FYE 30-Sep	TOTAL Existing W&S Supported D/S	Project Fund = \$277,764,800 Combination Tax & Revenue Certificates of Obligation, Series 2024 All-in True Interest Cost = 4.47% ⁽¹⁾ Principal Interest Total D/S			Projected Existing W&S Supported D/S
2024	\$ 10,604,347	\$ -	\$ -	\$ -	\$ 10,604,347
2025	10,928,835	-	13,219,983	13,219,983	24,148,818
2026	10,924,777	1,415,000	11,868,314	13,283,314	24,208,091
2027	10,929,107	1,350,000	11,823,459	13,173,459	24,102,565
2028	10,925,927	3,800,000	11,782,689	15,582,689	26,508,615
2029	10,924,481	5,080,000	11,671,349	16,751,349	27,675,830
2030	10,929,177	5,225,000	11,524,029	16,749,029	27,678,205
2031	10,928,544	5,375,000	11,370,936	16,745,936	27,674,480
2032	10,928,951	5,535,000	11,213,449	16,748,449	27,677,400
2033	10,925,087	5,700,000	11,050,720	16,750,720	27,675,807
2034	10,924,872	5,870,000	10,882,570	16,752,570	27,677,441
2035	10,926,509	6,050,000	10,698,839	16,748,839	27,675,348
2036	10,927,103	6,240,000	10,507,054	16,747,054	27,674,156
2037	10,927,004	6,450,000	10,296,766	16,746,766	27,673,770
2038	10,925,756	6,680,000	10,069,726	16,749,726	27,675,482
2039	10,927,419	6,930,000	9,818,558	16,748,558	27,675,976
2040	10,927,594	7,200,000	9,549,674	16,749,674	27,677,267
2041	10,927,800	7,485,000	9,262,394	16,747,394	27,675,194
2042	10,925,363	7,795,000	8,957,006	16,752,006	27,677,368
2043	10,923,819	8,120,000	8,629,616	16,749,616	27,673,434
2044	10,924,338	8,470,000	8,282,892	16,752,892	27,677,229
2045	10,924,225	8,835,000	7,916,988	16,751,988	27,676,213
2046	10,923,975	9,230,000	7,519,413	16,749,413	27,673,388
2047	10,927,050	9,645,000	7,104,063	16,749,063	27,676,113
2048	3,323,000	17,680,000	6,670,038	24,350,038	27,673,038
2049	3,321,000	18,480,000	5,874,438	24,354,438	27,675,438
2050	3,324,000	19,310,000	5,042,838	24,352,838	27,676,838
2051	3,321,500	20,230,000	4,125,613	24,355,613	27,677,113
2052	3,323,500	21,185,000	3,164,688	24,349,688	27,673,188
2053	3,324,500	22,195,000	2,158,400	24,353,400	27,677,900
2054	3,324,250	23,245,000	1,104,138	24,349,138	27,673,388
2055	3,322,500	-	-	-	3,322,500
2056	3,324,000	-	-	-	3,324,000
2057	3,323,250	-	-	-	3,323,250
	\$ 295,143,557	\$ 280,805,000	\$ 263,160,627	\$ 543,965,627	\$ 835,785,934

Notes:

(1) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

Proposed Schedule of Events



Date	Event
Thursday, 03/21/24	<u>Regular Scheduled City Council Meeting</u> 1) Presentation of Plan of Finance to City Council 2) City Council considers and approves Plan of Finance and directs staff and consultants to implement
Thursday, 04/4/24	<u>Regular Scheduled City Council Meeting</u> 1) City Council approves a Resolution authorizing publication of Notice of Intent to issue Certificates of Obligation, Series 2024
Thursday, 06/6/24	Pricing of the General Obligation Bonds, Series 2024 Pricing of the Certificates, Series 2024 <u>Regular Scheduled City Council Meeting</u> 1) Presentation of pricing and final transaction numbers to City Council 2) City Council considers and approves Ordinance authorizing the issuance of the General Obligation Bonds, Series 2024 3) City Council considers and approves Ordinance authorizing the issuance of Certificates of Obligation, Series 2024
Prior to Closing	Attorney General Review and Approval
Tuesday, 07/2/24	Closing of the Certificates and Bonds and delivery of funds to the City



Questions and Discussion



Appendix A

Standard and Poor's “AA-” Bond Rating



Standard and Poor's "AA-" Bond Rating

Highest Quality Credit	Long Term		Short Term (less than 3 years)			Lowest Quality Credit
	Moody's	Fitch / S&P	Moody's	S&P	Fitch	
	Aaa	AAA	MIG 1	SP-1+	F1 (+ or -)	
	Aa1	AA+	MIG 2	SP-1	F2 (+ or -)	
	Aa2	AA	MIG 3	SP-2	F3 (+ or -)	
	Aa3	AA-	SG	SP-3	B (+ or -)	
	A1	A+				
	A2	A				
	A3	A-				
	Baa1	BBB+				
	Baa2	BBB				
	Baa3	BBB-				
	Ba1	BB+				
	Ba2	BB				

Ratings below the red line are speculative grade.

The City of Hutto is rated "AA-" by Standard & Poor's with a Stable Outlook



Standard and Poor's "AA-"/Stable Outlook Bond Rating

The rating reflects our opinion of the city's:

S&P Global
Ratings

- ***"Rapidly expanding economy outside of Austin..."***
- ***"Expectation of stable financial performance through fiscal year-end 2022..."***
- ***"Standard fiscal management practices and policies and strong institutional framework..."***

Outlook

- ***"The stable outlook reflects our view of Hutto's solid gains in market value and positive financial performance with an increase in available general fund reserves...."***
- ***"We could raise the rating if Hutto continues to produce positive annual financial performance while establishing a sustained trend of very strong reserves, if more formalized long-term financial planning is established, or if future debt issuance doesn't outpace growth..."***



Appendix B

Market Commentary as of March , 2024



Market Observations

Primary Market:

- 30-Day Visible Supply is approximately \$12.401 billion
- The calendar consists of \$9.5 billion of negotiated deals and \$939 million of competitive deals
- The largest negotiated deal of the week is the \$2.985 billion Dormitory Authority of the State of New York General Purpose State Personal Income Tax Revenue Bonds

Secondary Market:

- Municipal Bond Funds reported \$869 million of net inflows, compared with \$72 million of inflows the prior week
- Weekly trade volume of \$65.715 billion represents an increase of \$6.388 billion from the previous week's \$59.327 billion

General Market Overview:

- The 4-week moving average for Municipal Supply has reached its high for 2024 at \$8.5B. While March has historically presented challenges due to increased supply, decreased redemptions, and tax season jitters, in the last 10 years only 2 years have seen the MMD benchmark scale end the month at higher yields than where it started.
- The first week of March 2024 saw a drop in interest rates on the MMD by 2-6bps, positive fund flows into the Asset class, and \$8.5B of Supply that was well received with positive pricing action and aggressive bidding.

Economic Calendar: CPI, Treasury Statement, EIA Petroleum Status Report, Jobless Claims, PPI Final Demand, Retail Sales, Business Inventories, EIA Natural Gas Report, Fed Balance Sheet, Empire State Manufacturing Index, Import and Export Prices, Industrial Production, Consumer Sentiment

Statistics

	3/8/2024	3/1/2024	Change
5Y MMD	2.40	2.44	(0.04) ▼
10Y MMD	2.40	2.46	(0.06) ▼
15Y MMD	2.87	2.91	(0.04) ▼
20Y MMD	3.25	3.27	(0.02) ▼
30Y MMD	3.57	3.59	(0.02) ▼
MMD 2/30 Yield Curve Steepness	86	86	- -
Bond Buyer 11 GO Bond Index	3.42	3.44	(0.02) ▼
Bond Buyer 20 GO Bond Index	3.52	3.54	(0.02) ▼
Bond Buyer Revenue Bond Index	3.80	3.82	(0.02) ▼
1Y UST	4.92	4.94	(0.02) ▼
5Y UST	4.06	4.17	(0.11) ▼
7Y UST	4.08	4.20	(0.12) ▼
10Y UST	4.09	4.19	(0.10) ▼
30Y UST	4.26	4.33	(0.07) ▼
UST 2/30 Yield Curve Steepness	(22)	(21)	(1) ▼
10Y MMD/UST Ratio	58	58	(0.3) ▼
30Y MMD/UST Ratio	82	81	0.9 ▲
SIFMA	3.37	3.30	0.07 ▲
1M SOFR	5.32	5.32	(0.001) ▼
30-Day Negotiated Visible Supply	11,120.7	7,537.1	3,583.6 ▲
30-Day Competitive Visible Supply	1,280.3	1,154.5	125.8 ▲
Lipper Muni Bond Fund Flows	869	72	797 ▲

Source: Ipreo, TM3, Bloomberg, BBC, Wall Street Journal, New York Times, The Bond Buyer, Econoday, CNBC

Change in 20-Year MMD



Change in 20-Year MMD with Market Commentary – 1/1/21 to 3/8/2024

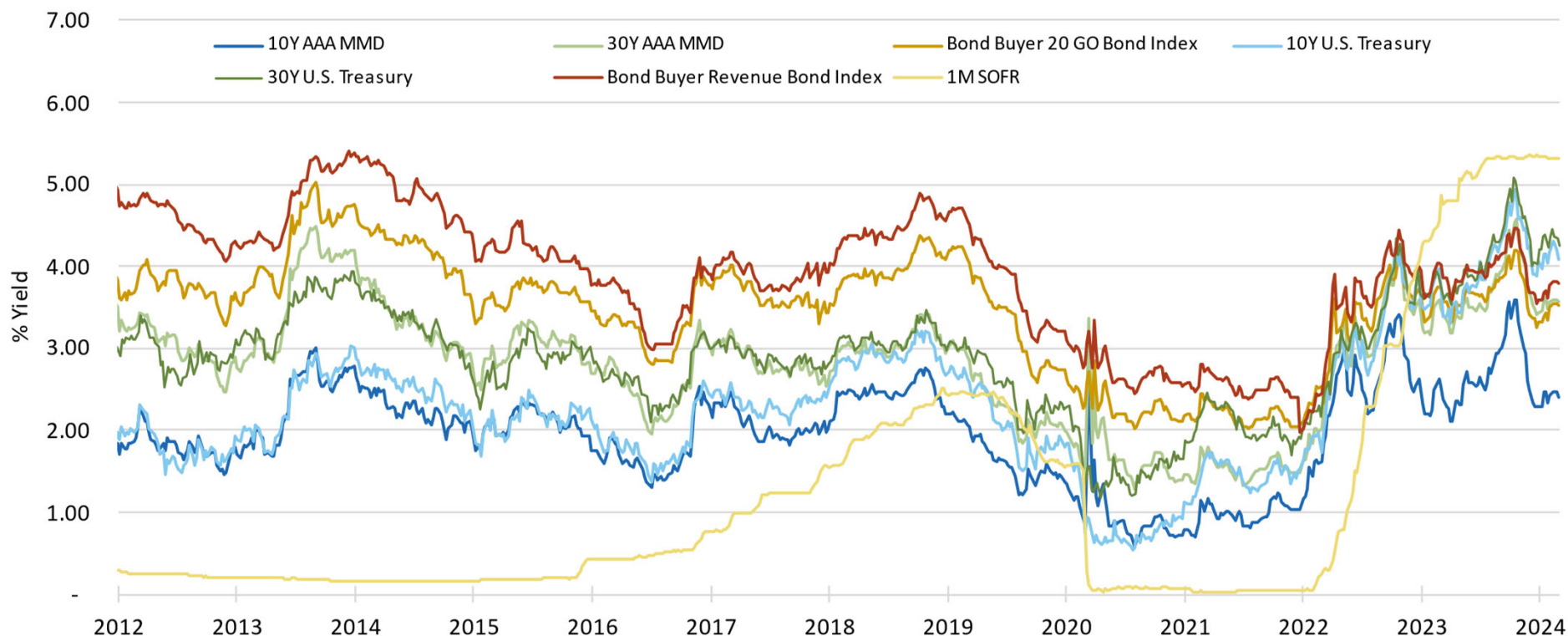


Source: Refinitiv Municipal Market Data and HilltopSecurities

Weekly Benchmark Interest Rates



Benchmark Interest Rates – 1/1/2012 to 3/8/2024



Rates Analysis – 1/1/2012 to 3/8/2024

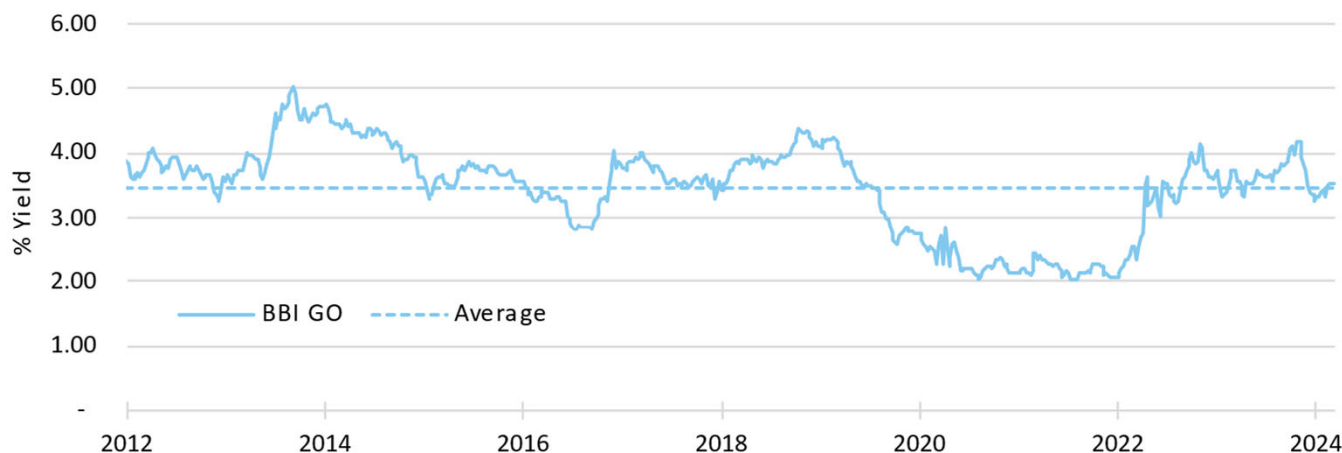
	10-Year AAA MMD	30-Year AAA MMD	Bond Buyer 20 GO Bond Index	Bond Buyer Revenue Bond Index	10-Year U.S. Treasury	30-Year U.S. Treasury	SIFMA	1-Month SOFR ⁽¹⁾
Current	2.40	3.57	3.52	3.80	4.09	4.26	3.37	5.32
Maximum	3.59	4.57	5.03	5.40	4.93	5.09	5.20	5.36
Minimum	0.58	1.27	2.02	1.97	0.55	1.17	0.01	0.01
Average	1.96	2.82	3.47	3.91	2.30	2.90	0.84	1.21
% Time Lower	73.7%	87.1%	39.3%	36.6%	95.8%	95.8%	94.7%	95.8%

Source: Refinitiv Municipal Market Data, U.S. Treasury and Bloomberg

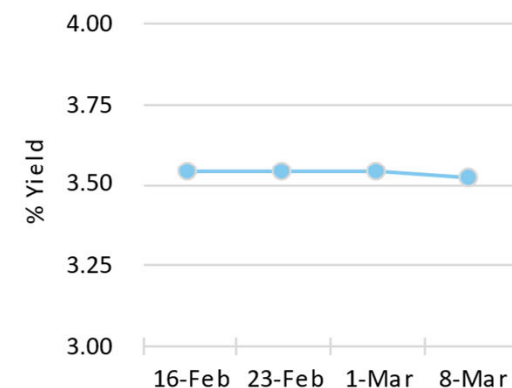
⁽¹⁾ SOFR 1 Month is blended with LIBOR 1 Month rates prior to 2019



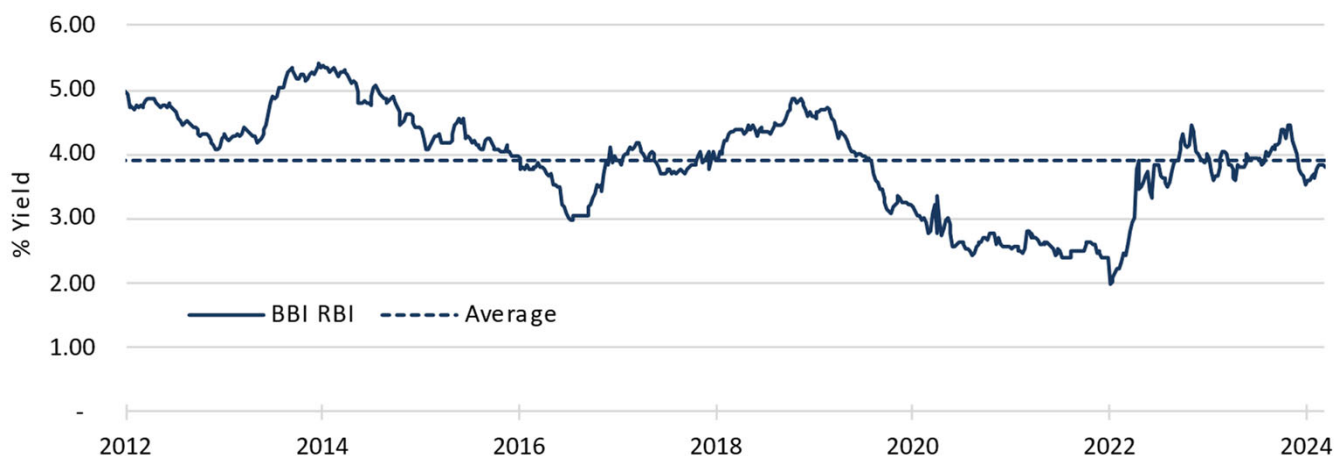
The Bond Buyer 20-Bond General Obligation Index – 1/1/12 to 3/8/2024



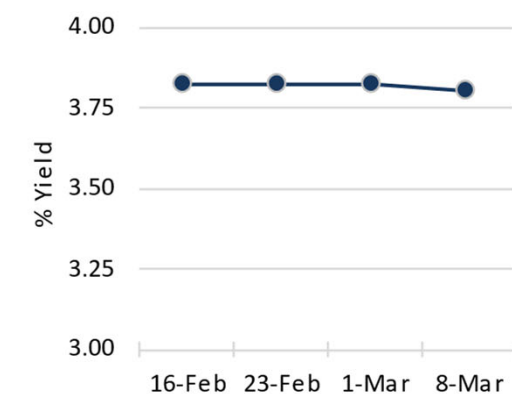
4-Week Snapshot



The Bond Buyer Revenue Bond Index – 1/1/12 to 3/8/2024



4-Week Snapshot



Source: The Bond Buyer

AGENDA ITEM REPORT

12.4.



To: City Council
Subject: Consideration and possible action on approval of a funding plan for approved transportation Capital Improvement Projects (CIP) and provide direction to Staff and Bond Counsel to prepare a resolution authorizing the issuance of Certificates of Obligation (Alberta Barrett)
Meeting: Thursday, March 21, 2024
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

At the March 7th Council workshop, Staff presented Street and Drainage projects that needed immediate funding. Those projects are as follows:

Drainage

D01 - Legends of Hutto Drainage Ditches

Streets

T05 - CR137 from FM1660 to Brushy Creek

T09 - Live Oak Reconstruction

T19 - CR199 Reconstruction

The funding needed for the above projects is estimated at \$26 million which is being proposed to be funded from \$16,500,000 authorized but not issued from the 2018 GO issuance and \$9,500,000 with a new Series debt issuance.

Jim Sabonis, City's financial advisor, with Hill Top Securities will be present at the March 21st Council meeting to discuss the City's maximum credit line before affecting our rating as well as the amount the City can borrow before our I&S rate needs to be raised.

SUMMARY OF REQUEST:

Once the City Council approves the financing plan a resolution authorizing the publication of notice of intent will be brought to the City Council for approval. If the financing plan is approved at the March 21st meeting the notice of intent resolution will be brought to the City Council for approval on April 4, 2024. Pricing of the bonds/certificates will be done around June 6, 2024 with the closing and funding occurring around July 2, 2024.

STAFF REVIEW:

AGENDA ITEM REPORT

12.4.



FISCAL NOTES:

The Interest & Sinking (I&S) Ad Valorem Tax Debt Service and Tax Rate information (page 5) of the attached in the presentation by Jim Sabonis with Hilltop Securities. Jim will be present to discuss the financing plan at the March 21st City Council meeting.

ATTACHMENTS:

1. Hutto - COs and GO Bonds - Plan of Finance 3_15_24 Final Draft



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City of Hutto, Texas

Plan of Finance to Fund Utility and Street Improvements

by Issuance of

Certificates of Obligation, Serie 2024

General Obligation Bonds, Series 2024

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Summary



Hutto's 2024 Debt Funded Capital Improvement Program

<u>Streets</u>	<u>Utilities</u>	<u>Total</u>
\$26,000,000	\$277,764,800	\$303,764,800

Debt Issuance Instruments

<u>Streets</u>	<u>Utilities</u>
\$16.9 mm General Obligation Bonds \$9.6 mm Certificates of Obligation	\$280.8 mm Certificates of Obligation

Amortization

<u>Streets</u>	<u>Utilities</u>
25 years	30 years

Bond Rating and Interest Cost

- “AA-” Standard and Poor’s Long-term Debt Rating
- Current tax-exempt interest rates plus 0.25%

I&S Ad Valorem Tax - Sources and Uses, and Debt Service



PRELIMINARY SOURCES & USES OF FUNDS			
	<u>GO</u>	<u>CO</u>	<u>TOTAL</u>
Par Amount	\$16,875,000	\$9,605,000	\$26,480,000
Project Fund	\$16,500,000	\$9,500,000	\$26,000,000
Budgeted Financing Costs	\$206,250	\$47,370	\$253,620
<u>Budgeted Underwriter's Discount</u>	<u>\$168,750</u>	<u>\$57,630</u>	<u>\$226,380</u>
<u>Total Uses of Funds</u>	<u>\$16,875,000</u>	<u>\$9,605,000</u>	<u>\$26,480,000</u>

PRELIMINARY SUMMARY STATISTICS			
	<u>GO</u>	<u>CO</u>	<u>TOTAL</u>
True Interest Cost	4.47% ⁽¹⁾	4.47% ⁽²⁾	
Total Principal & Interest	\$28,129,293	\$17,394,748	\$45,524,042
Avg. Annual Principal & Interest	\$1,125,172	\$695,790	\$1,820,962

Notes & Assumptions

(1) Fiscal 2023 & 2024 TAV is actual. Growth assumptions from Fiscal Years 2025-2027 as provided by City Staff. Subject to char

(2) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

(3) Per City Staff. FYE 2023-2024 fund balance projected = \$2,294,469

(4) Project Fund 6-month level drawdown invested at 4.47% (bond yield) of GO Bonds Series 2024 & COs Series 2024.

(5) Fiscal 2024 tax rate is actual. Debt Service (I&S) Tax Rates calculated assuming 99.80% collections thereafter.

I&S Ad Valorem Tax – Debt Service and Tax Rate



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
				Existing	\$9,605,000			\$16,875,000			Less:	Less:	NET NEW	99.80%	Variance
	Fiscal		Adjusted	Tax-Supported	Combination Tax & Revenue			General Obligation New Money			I&S	Interest	Tax-Supported	Required	from
	Year	Estimated	Taxable	General	Certificates of Obligation, Series 2024			Bonds, Series 2024			Debt Service	Earnings on	General	Debt Service	FY 2024
	Ending	Growth	Assessed	Obligation	All-in True Interest Cost = 4.47% ⁽²⁾			All-in True Interest Cost = 4.47% ⁽²⁾			Funds on	Construction	Obligation	(I&S)	Tax Rate ⁽⁵⁾
	9/30	Factor ⁽¹⁾	Valuation ⁽¹⁾	Debt Service	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Hand ⁽³⁾	Fund ⁽⁴⁾	Debt Service	Tax Rate ⁽⁵⁾	\$0.1336
Actual Budget	2024	20.78%	\$4,594,391,774	\$6,775,975	\$0	\$0	\$0	\$0	\$0	\$0	(\$648,676)	\$0	\$6,127,299	0.1336	NA
Projected	2025	16.00%	\$5,329,494,458	\$7,279,073	\$0	\$445,740	\$445,740	\$0	\$727,915	\$727,915	(\$1,068,413)	(243,148.51)	7,141,166	0.1343	0.0006
Projected	2026	13.00%	\$6,022,328,737	\$7,280,187	\$0	\$400,166	\$400,166	\$0	\$653,490	\$653,490	(\$188,335)	(\$100,059)	8,045,448	0.1339	0.0002
Projected	2027	7.00%	\$6,443,891,749	\$7,223,449	\$0	\$400,166	\$400,166	\$0	\$653,490	\$653,490	\$0	\$0	8,277,104	0.1287	0.0049
Projected	2028	5.00%	\$6,766,086,336	\$7,210,979	\$0	\$400,166	\$400,166	\$250,000	\$653,490	\$903,490	\$0	\$0	8,514,634	0.1261	0.0075
Projected	2029	3.00%	\$6,969,068,927	\$7,102,737	\$0	\$400,166	\$400,166	\$555,000	\$646,165	\$1,201,165	\$0	\$0	8,704,067	0.1251	0.0085
Projected	2030	1.00%	\$7,038,759,616	\$6,989,501	\$0	\$400,166	\$400,166	\$570,000	\$630,070	\$1,200,070	\$0	\$0	8,589,736	0.1223	0.0114
Projected	2031	0.00%	\$7,038,759,616	\$6,896,613	\$100,000	\$400,166	\$500,166	\$585,000	\$613,369	\$1,198,369	\$0	\$0	8,595,147	0.1224	0.0113
Projected	2032	0.00%	\$7,038,759,616	\$6,854,761	\$100,000	\$397,236	\$497,236	\$605,000	\$596,228	\$1,201,228	\$0	\$0	8,553,225	0.1218	0.0119
Projected	2033	0.00%	\$7,038,759,616	\$6,795,286	\$100,000	\$394,296	\$494,296	\$620,000	\$578,441	\$1,198,441	\$0	\$0	8,488,023	0.1208	0.0128
Projected	2034	0.00%	\$7,038,759,616	\$6,785,399	\$100,000	\$391,346	\$491,346	\$640,000	\$560,151	\$1,200,151	\$0	\$0	8,476,896	0.1207	0.0130
Projected	2035	0.00%	\$7,038,759,616	\$6,750,913	\$100,000	\$388,216	\$488,216	\$660,000	\$540,119	\$1,200,119	\$0	\$0	8,439,248	0.1201	0.0135
Projected	2036	0.00%	\$7,038,759,616	\$6,747,413	\$100,000	\$385,046	\$485,046	\$680,000	\$519,197	\$1,199,197	\$0	\$0	8,431,655	0.1200	0.0136
Projected	2037	0.00%	\$7,038,759,616	\$6,289,608	\$540,000	\$381,676	\$921,676	\$705,000	\$496,281	\$1,201,281	\$0	\$0	8,412,565	0.1198	0.0139
Projected	2038	0.00%	\$7,038,759,616	\$6,013,585	\$560,000	\$362,668	\$922,668	\$730,000	\$471,465	\$1,201,465	\$0	\$0	8,137,718	0.1158	0.0178
Projected	2039	0.00%	\$7,038,759,616	\$6,017,213	\$580,000	\$341,612	\$921,612	\$755,000	\$444,017	\$1,199,017	\$0	\$0	8,137,841	0.1158	0.0178
Projected	2040	0.00%	\$7,038,759,616	\$6,022,320	\$605,000	\$319,108	\$924,108	\$785,000	\$414,723	\$1,199,723	\$0	\$0	8,146,151	0.1160	0.0177
Projected	2041	0.00%	\$7,038,759,616	\$6,006,263	\$625,000	\$294,968	\$919,968	\$815,000	\$383,402	\$1,198,402	\$0	\$0	8,124,632	0.1157	0.0180
Projected	2042	0.00%	\$7,038,759,616	\$6,017,125	\$655,000	\$269,468	\$924,468	\$850,000	\$350,150	\$1,200,150	\$0	\$0	8,141,743	0.1159	0.0177
Projected	2043	0.00%	\$7,038,759,616	\$4,984,863	\$680,000	\$241,958	\$921,958	\$885,000	\$314,450	\$1,199,450	\$0	\$0	7,106,270	0.1012	0.0325
Projected	2044	0.00%	\$7,038,759,616	\$4,989,450	\$710,000	\$212,922	\$922,922	\$925,000	\$276,660	\$1,201,660	\$0	\$0	7,114,032	0.1013	0.0324
Projected	2045	0.00%	\$7,038,759,616	\$3,293,988	\$740,000	\$182,250	\$922,250	\$960,000	\$236,700	\$1,196,700	\$0	\$0	5,412,938	0.0771	0.0566
Projected	2046	0.00%	\$7,038,759,616	\$3,288,100	\$775,000	\$148,950	\$923,950	\$1,005,000	\$193,500	\$1,198,500	\$0	\$0	5,410,550	0.0770	0.0566
Projected	2047	0.00%	\$7,038,759,616	\$3,290,913	\$810,000	\$114,075	\$924,075	\$1,050,000	\$148,275	\$1,198,275	\$0	\$0	5,413,263	0.0771	0.0566
Projected	2048	0.00%	\$7,038,759,616	\$1,647,638	\$845,000	\$77,625	\$922,625	\$1,100,000	\$101,025	\$1,201,025	\$0	\$0	3,771,288	0.0537	0.0799
Projected	2049	0.00%	\$7,038,759,616	\$0	\$880,000	\$39,600	\$919,600	\$1,145,000	\$51,525	\$1,196,525	\$0	\$0	2,116,125	0.0301	0.1035
Total Projected				\$141,777,373	\$9,605,000	\$7,789,748	\$17,394,748	\$16,875,000	\$11,254,293	\$28,129,293	(\$1,905,424)	(\$343,208)	\$191,828,759		

Notes & Assumptions

(1) Fiscal 2023 & 2024 TAV is actual. Growth assumptions from Fiscal Years 2025-2027 as provided by City Staff. Subject to char

(2) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

(3) Per City Staff. FYE 2023-2024 fund balance projected = \$2,294,469

(4) Project Fund 6-month level drawdown invested at 4.47% (bond yield) of GO Bonds Series 2024 & COs Series 2024.

(5) Fiscal 2024 tax rate is actual. Debt Service (I&S) Tax Rates calculated assuming 99.80% collections thereafter.

Utility Fund - Sources and Uses, and Debt Service



WATER & SEWER CAPITAL IMPROVEMENT PROGRAM	
	<u>2024</u>
Water CIP	\$21,617,500
Sewer CIP	\$256,147,300
<u>TOTAL</u>	<u>\$277,764,800</u>
PRELIMINARY SOURCES & USES OF FUNDS	
	<u>2024</u>
Par Amount	\$280,790,000
<u>Total Sources of Funds</u>	<u>\$280,790,000</u>
Water CIP Funding	\$21,617,500
Sewer CIP Funding	\$256,147,300
Budgeted Financing Costs	\$1,355,370
<u>Budgeted Underwriter's Discount</u>	<u>\$1,684,830</u>
<u>Total Uses of Funds</u>	<u>\$280,805,000</u>
PRELIMINARY SUMMARY STATISTICS	
	<u>2024</u>
True Interest Cost	4.47%
Total Principal & Interest	\$543,965,627
Avg. Annual Principal & Interest	\$18,132,188

Notes

(1) TIC = True Interest Cost. Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. [Subject to change at any time.](#)

Utility Fund – Debt Service



A	B	C	D	E	F
FYE 30-Sep	TOTAL Existing W&S Supported D/S	Project Fund = \$277,764,800 Combination Tax & Revenue Certificates of Obligation, Series 2024 All-in True Interest Cost = 4.47% ⁽¹⁾			Projected Existing W&S Supported D/S
		Principal	Interest	Total D/S	
2024	\$ 10,604,347	\$ -	\$ -	\$ -	\$ 10,604,347
2025	10,928,835	-	13,219,983	13,219,983	24,148,818
2026	10,924,777	1,415,000	11,868,314	13,283,314	24,208,091
2027	10,929,107	1,350,000	11,823,459	13,173,459	24,102,565
2028	10,925,927	3,800,000	11,782,689	15,582,689	26,508,615
2029	10,924,481	5,080,000	11,671,349	16,751,349	27,675,830
2030	10,929,177	5,225,000	11,524,029	16,749,029	27,678,205
2031	10,928,544	5,375,000	11,370,936	16,745,936	27,674,480
2032	10,928,951	5,535,000	11,213,449	16,748,449	27,677,400
2033	10,925,087	5,700,000	11,050,720	16,750,720	27,675,807
2034	10,924,872	5,870,000	10,882,570	16,752,570	27,677,441
2035	10,926,509	6,050,000	10,698,839	16,748,839	27,675,348
2036	10,927,103	6,240,000	10,507,054	16,747,054	27,674,156
2037	10,927,004	6,450,000	10,296,766	16,746,766	27,673,770
2038	10,925,756	6,680,000	10,069,726	16,749,726	27,675,482
2039	10,927,419	6,930,000	9,818,558	16,748,558	27,675,976
2040	10,927,594	7,200,000	9,549,674	16,749,674	27,677,267
2041	10,927,800	7,485,000	9,262,394	16,747,394	27,675,194
2042	10,925,363	7,795,000	8,957,006	16,752,006	27,677,368
2043	10,923,819	8,120,000	8,629,616	16,749,616	27,673,434
2044	10,924,338	8,470,000	8,282,892	16,752,892	27,677,229
2045	10,924,225	8,835,000	7,916,988	16,751,988	27,676,213
2046	10,923,975	9,230,000	7,519,413	16,749,413	27,673,388
2047	10,927,050	9,645,000	7,104,063	16,749,063	27,676,113
2048	3,323,000	17,680,000	6,670,038	24,350,038	27,673,038
2049	3,321,000	18,480,000	5,874,438	24,354,438	27,675,438
2050	3,324,000	19,310,000	5,042,838	24,352,838	27,676,838
2051	3,321,500	20,230,000	4,125,613	24,355,613	27,677,113
2052	3,323,500	21,185,000	3,164,688	24,349,688	27,673,188
2053	3,324,500	22,195,000	2,158,400	24,353,400	27,677,900
2054	3,324,250	23,245,000	1,104,138	24,349,138	27,673,388
2055	3,322,500	-	-	-	3,322,500
2056	3,324,000	-	-	-	3,324,000
2057	3,323,250	-	-	-	3,323,250
	\$ 295,143,557	\$ 280,805,000	\$ 263,160,627	\$ 543,965,627	\$ 835,785,934

Notes:

(1) Assumes "AA-" interest rates plus 0.25% as of 2/26/2024. Subject to change at any time.

Proposed Schedule of Events



Date	Event
Thursday, 03/21/24	<u>Regular Scheduled City Council Meeting</u> 1) Presentation of Plan of Finance to City Council 2) City Council considers and approves Plan of Finance and directs staff and consultants to implement
Thursday, 04/4/24	<u>Regular Scheduled City Council Meeting</u> 1) City Council approves a Resolution authorizing publication of Notice of Intent to issue Certificates of Obligation, Series 2024
Thursday, 06/6/24	Pricing of the General Obligation Bonds, Series 2024 Pricing of the Certificates, Series 2024 <u>Regular Scheduled City Council Meeting</u> 1) Presentation of pricing and final transaction numbers to City Council 2) City Council considers and approves Ordinance authorizing the issuance of the General Obligation Bonds, Series 2024 3) City Council considers and approves Ordinance authorizing the issuance of Certificates of Obligation, Series 2024
Prior to Closing	Attorney General Review and Approval
Tuesday, 07/2/24	Closing of the Certificates and Bonds and delivery of funds to the City



Questions and Discussion



Appendix A

Standard and Poor's “AA-” Bond Rating



Standard and Poor's "AA-" Bond Rating

Highest Quality Credit ↑	Long Term		Short Term (less than 3 years)			↓ Lowest Quality Credit
	Moody's	Fitch / S&P	Moody's	S&P	Fitch	
	Aaa	AAA	MIG 1	SP-1+	F1 (+ or -)	
	Aa1	AA+	MIG 2	SP-1	F2 (+ or -)	
	Aa2	AA	MIG 3	SP-2	F3 (+ or -)	
	Aa3	AA-	SG	SP-3	B (+ or -)	
	A1	A+				
	A2	A				
	A3	A-				
	Baa1	BBB+				
	Baa2	BBB				
	Baa3	BBB-				
	Ba1	BB+				
	Ba2	BB				

Ratings below the red line are speculative grade.

The City of Hutto is rated "AA-" by Standard & Poor's with a Stable Outlook



Standard and Poor's "AA-"/Stable Outlook Bond Rating

The rating reflects our opinion of the city's:

S&P Global
Ratings

- *"Rapidly expanding economy outside of Austin..."*
- *"Expectation of stable financial performance through fiscal year-end 2022..."*
- *"Standard fiscal management practices and policies and strong institutional framework..."*

Outlook

- *"The stable outlook reflects our view of Hutto's solid gains in market value and positive financial performance with an increase in available general fund reserves...."*
- *"We could raise the rating if Hutto continues to produce positive annual financial performance while establishing a sustained trend of very strong reserves, if more formalized long-term financial planning is established, or if future debt issuance doesn't outpace growth..."*



Appendix B

Market Commentary as of March , 2024



Market Observations

Primary Market:

- 30-Day Visible Supply is approximately \$12.401 billion
- The calendar consists of \$9.5 billion of negotiated deals and \$939 million of competitive deals
- The largest negotiated deal of the week is the \$2.985 billion Dormitory Authority of the State of New York General Purpose State Personal Income Tax Revenue Bonds

Secondary Market:

- Municipal Bond Funds reported \$869 million of net inflows, compared with \$72 million of inflows the prior week
- Weekly trade volume of \$65.715 billion represents an increase of \$6.388 billion from the previous week's \$59.327 billion

General Market Overview:

- The 4-week moving average for Municipal Supply has reached its high for 2024 at \$8.5B. While March has historically presented challenges due to increased supply, decreased redemptions, and tax season jitters, in the last 10 years only 2 years have seen the MMD benchmark scale end the month at higher yields than where it started.
- The first week of March 2024 saw a drop in interest rates on the MMD by 2-6bps, positive fund flows into the Asset class, and \$8.5B of Supply that was well received with positive pricing action and aggressive bidding.

Economic Calendar: CPI, Treasury Statement, EIA Petroleum Status Report, Jobless Claims, PPI Final Demand, Retail Sales, Business Inventories, EIA Natural Gas Report, Fed Balance Sheet, Empire State Manufacturing Index, Import and Export Prices, Industrial Production, Consumer Sentiment

Statistics

	3/8/2024	3/1/2024	Change
5Y MMD	2.40	2.44	(0.04) ▼
10Y MMD	2.40	2.46	(0.06) ▼
15Y MMD	2.87	2.91	(0.04) ▼
20Y MMD	3.25	3.27	(0.02) ▼
30Y MMD	3.57	3.59	(0.02) ▼
MMD 2/30 Yield Curve Steepness	86	86	- -
Bond Buyer 11 GO Bond Index	3.42	3.44	(0.02) ▼
Bond Buyer 20 GO Bond Index	3.52	3.54	(0.02) ▼
Bond Buyer Revenue Bond Index	3.80	3.82	(0.02) ▼
1Y UST	4.92	4.94	(0.02) ▼
5Y UST	4.06	4.17	(0.11) ▼
7Y UST	4.08	4.20	(0.12) ▼
10Y UST	4.09	4.19	(0.10) ▼
30Y UST	4.26	4.33	(0.07) ▼
UST 2/30 Yield Curve Steepness	(22)	(21)	(1) ▼
10Y MMD/UST Ratio	58	58	(0.3) ▼
30Y MMD/UST Ratio	82	81	0.9 ▲
SIFMA	3.37	3.30	0.07 ▲
1M SOFR	5.32	5.32	(0.001) ▼
30-Day Negotiated Visible Supply	11,120.7	7,537.1	3,583.6 ▲
30-Day Competitive Visible Supply	1,280.3	1,154.5	125.8 ▲
Lipper Muni Bond Fund Flows	869	72	797 ▲

Source: Ipreo, TM3, Bloomberg, BBC, Wall Street Journal, New York Times, The Bond Buyer, Econoday, CNBC

Change in 20-Year MMD



Change in 20-Year MMD with Market Commentary – 1/1/21 to 3/8/2024

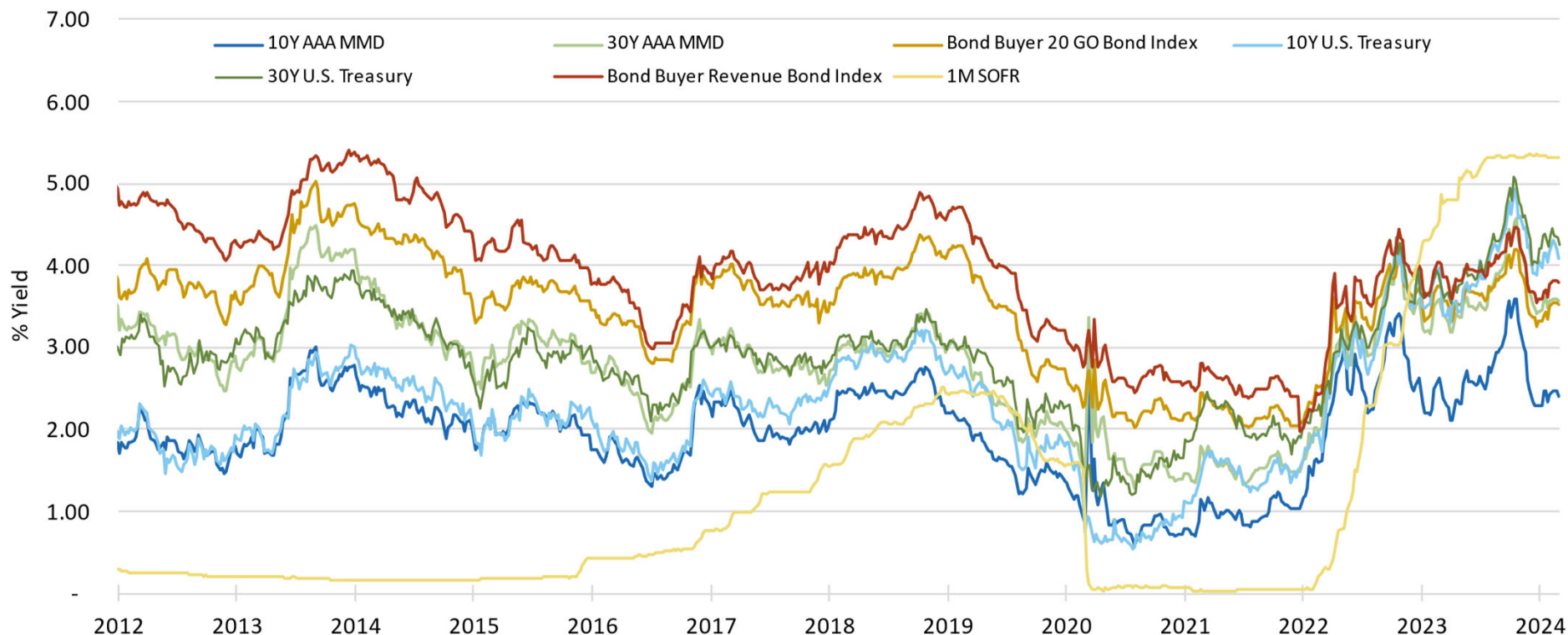


Source: Refinitiv Municipal Market Data and HilltopSecurities

Weekly Benchmark Interest Rates



Benchmark Interest Rates – 1/1/2012 to 3/8/2024



Rates Analysis – 1/1/2012 to 3/8/2024

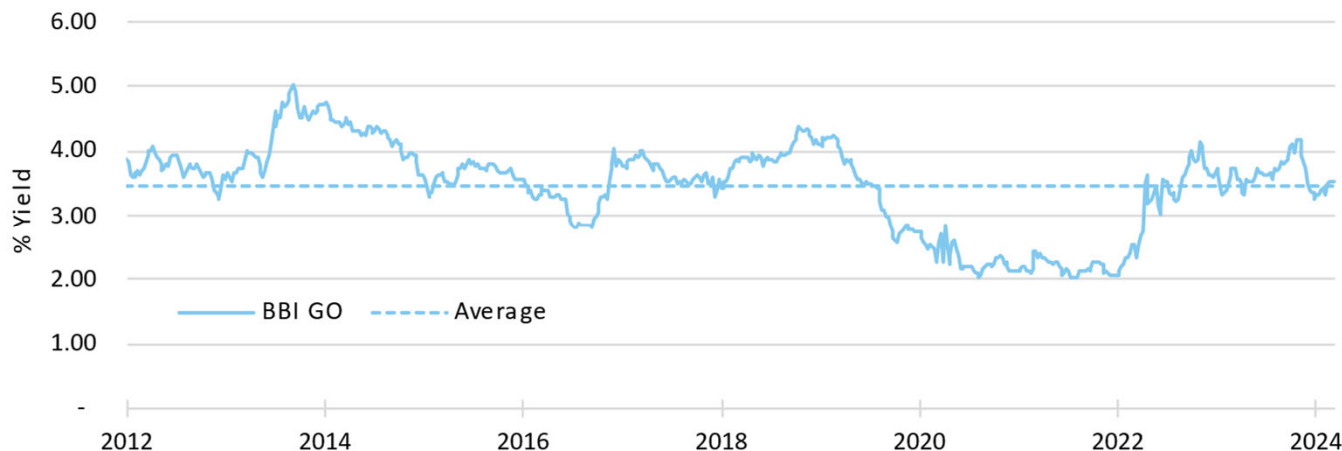
	10-Year AAA MMD	30-Year AAA MMD	Bond Buyer 20 GO Bond Index	Bond Buyer Revenue Bond Index	10-Year U.S. Treasury	30-Year U.S. Treasury	SIFMA	1-Month SOFR ⁽¹⁾
Current	2.40	3.57	3.52	3.80	4.09	4.26	3.37	5.32
Maximum	3.59	4.57	5.03	5.40	4.93	5.09	5.20	5.36
Minimum	0.58	1.27	2.02	1.97	0.55	1.17	0.01	0.01
Average	1.96	2.82	3.47	3.91	2.30	2.90	0.84	1.21
% Time Lower	73.7%	87.1%	39.3%	36.6%	95.8%	95.8%	94.7%	95.8%

Source: Refinitiv Municipal Market Data, U.S. Treasury and Bloomberg

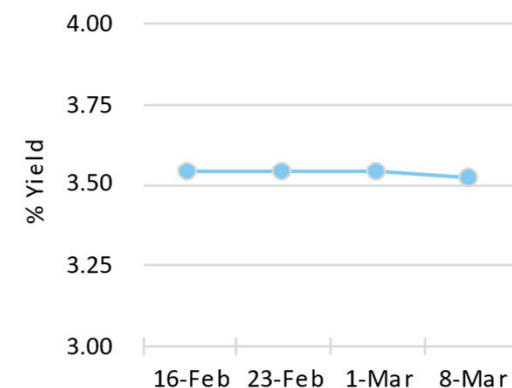
⁽¹⁾ SOFR 1 Month is blended with LIBOR 1 Month rates prior to 2019



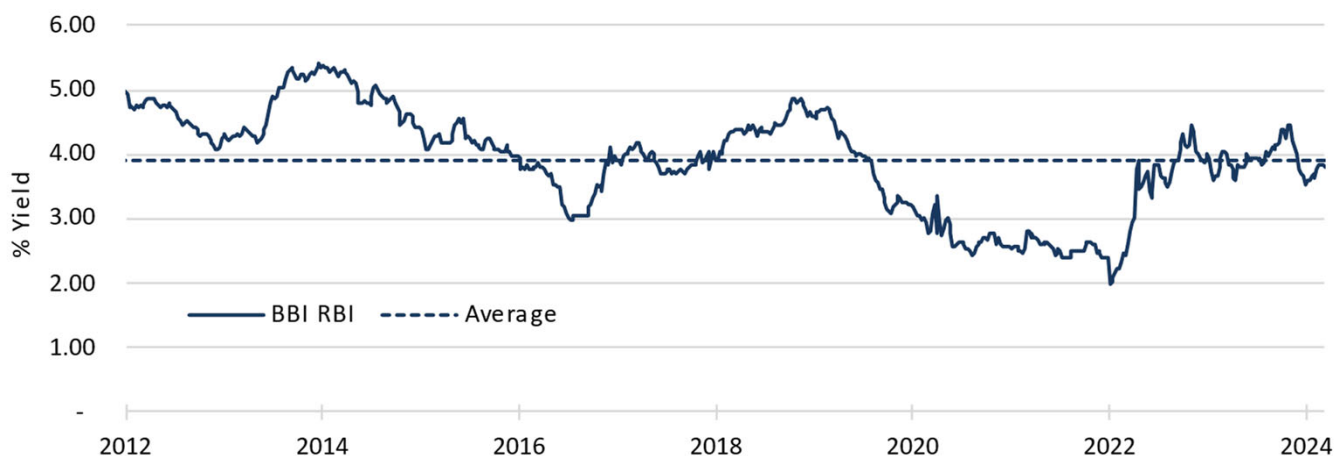
The Bond Buyer 20-Bond General Obligation Index – 1/1/12 to 3/8/2024



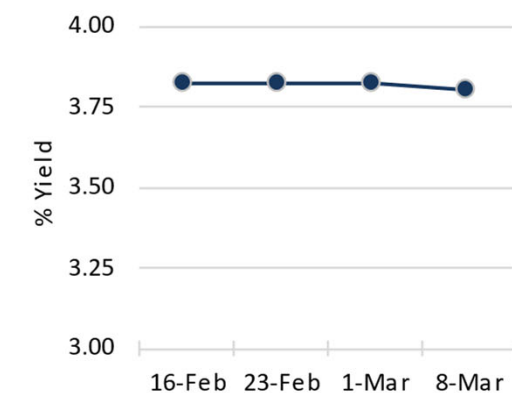
4-Week Snapshot



The Bond Buyer Revenue Bond Index – 1/1/12 to 3/8/2024



4-Week Snapshot



Source: The Bond Buyer

AGENDA ITEM REPORT

12.5.



To: City Council
Subject: Consideration and possible action providing direction to staff relating to the Development Agreement and Economic Development Performance Agreement between the City and JRS Company, Inc. dated August 17, 2017 (Councilmember Dan Thornton)
Meeting: Thursday, March 21, 2024
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.6.



To: City Council
Subject: Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)
Meeting: Thursday, March 21, 2024
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

Hutto has three pending applications for Wastewater Facilities in the City of Hutto Extraterritorial Jurisdiction.

1. **Preserve Hutto LLC, application.** Hearing Notice, attached. The hearing was held on February 21, 2024. TCEQ Commissioners voted to grant Hutto's (and Star Ranch's) hearing request. The case will now move to the State Office of Administrative Hearings (SOAH). The City will get notice of a preliminary hearing from SOAH in the next 60 days or so.
2. **705 Limmer Loop JV LLC application.** Notice of Public Meeting, Attached. TCEQ has scheduled a public meeting on this application for April 9, 2024, at 7 pm in the Hutto High Gym. As a reminder, this is an application for a wastewater discharge from a small tract north of Limmer Loop just north of Siena. The developer filed a petition to remove from Hutto's ETJ.
3. **Limmer Holdings, LLC application.** Filed February 26, 2024. This is an application to authorize the discharge of volume of treated wastewater not to exceed an average flow of 150,000 gallons per day. The domestic wastewater treatment facility will be located approximately 0.5 miles south-southwest of the intersection of Limmer Loop and State Highway 130, in Williamson County, Texas 78634. The discharge route will be from the plant site to an unnamed tributary; thence to Soil Conservation Service Site 18 Reservoir; thence to an unnamed tributary; and thence to Brushy Creek. TCEQ received this application on January 8, 2024. The permit application will be available for viewing and copying at Hutto Public Library, 500 West Live Oak Street, Hutto, Texas.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT

12.6.



FISCAL NOTES:

ATTACHMENTS:

1. TCEQ Notice of Hearing Permit No. WQ0016145001 Preserve Hutto
2. TCEQ WQ0016260001_PUBLIC_MEETING 705 Limmerloop JV LLC
3. TCEQ Notice WQ0016462001 Limmer Holdings, LLC



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 17, 2024

TO: Persons on the Attached Mailing List

**RE: Docket No. 2023-1566-MWD
Preserve Hutto, LLC (Applicant)
Request(s) filed on Permit No. WQ0016145001**

The above-referenced application and all timely filed hearing requests/requests for reconsideration on the above-referenced application will be considered by the commissioners of the Texas Commission on Environmental Quality (TCEQ) during the public meeting on **February 21, 2024**. The meeting will begin at 9:30 a.m. The agenda meeting may be held in person in Room 201S of Building E at the Commission's offices located at 12100 Park 35 Circle in Austin, Texas, virtually, or both in person and virtually. To confirm how the meeting will be held, please visit the Commissioners' Agenda webpage at <https://www.tceq.texas.gov/goto/agendas> eight days before the Agenda.

In accordance with commission rules, copies of the timely hearing requests/requests for reconsideration have been forwarded to the Applicant, the Executive Director of the TCEQ, and the Public Interest Counsel of the TCEQ. Each of these persons is entitled to file a formal written response to the hearing requests/requests for reconsideration on **January 29, 2024**. Persons who have filed timely hearing requests/requests for reconsideration may file a formal written reply to these responses on **February 12, 2024**.

All responses and replies must be filed with the Chief Clerk of the TCEQ. Responses and replies may be filed with the Chief Clerk electronically at www.tceq.texas.gov/goto/efilings or by filing an original and 7 copies with the Chief Clerk of the TCEQ. The mailing address of the Chief Clerk is: Office of Chief Clerk, ATTN: Agenda Docket Clerk, Mail Code 105, TCEQ, P.O. Box 13087, Austin, Texas 78711-3087 [Fax number (512) 239-3311]. On the same day any response is transmitted to the Chief Clerk, a copy must also be sent to the Executive Director, the Public Interest Counsel, the Applicant, and the requesters at their addresses listed on the attached mailing list. On the same day any reply is transmitted to the Chief Clerk, a copy must also be sent to the Executive Director, the Public Interest Counsel, other requesters, and the Applicant at their addresses listed on the attached mailing list.

The procedures for evaluating hearing requests/requests for reconsideration are located in 30 Texas Administrative Code (TAC) Chapter 55, Subchapter F (§§55.200-211) of the commission's rules. The procedures for filing and serving responses and replies are located in 30 TAC Chapters 1 (§§1.10-11) and 55 (§55.209) of the commission's rules.

The hardcopy filing requirement is waived by the General Counsel pursuant to 30 TAC §1.10(h). Copies of these rules may be obtained by calling the Public Education Program toll free at 1-800-687-4040.

The commissioners will not take oral argument or additional comment on this matter at the public meeting. Therefore, it is important to address the sufficiency of the requests in timely filed written responses and requesters' replies. At the public meeting, the commissioners may ask questions of the Applicant, requesters, or TCEQ staff. The commissioners will make a decision on the request(s) during the meeting and will base that decision on the timely written requests, public comments, any written responses and replies, any responses to questions during the meeting, and applicable statutes and rules. Copies of all timely public comments and requests have been forwarded to the Alternative Dispute Resolution Program to determine if informal, voluntary mediation might help resolve any dispute.

The attachment to this letter is intended to help you better understand how the TCEQ processes and evaluates hearing requests and requests for reconsideration. To obtain additional information, or to ask questions about anything in this letter, please call the Public Education Program toll free at 1-800-687-4040.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Gharis".

Laurie Gharis
Chief Clerk

Enclosures: Copies of protestant correspondence to Applicant, Executive Director, Office of Public Interest Counsel, and Alternative Dispute Resolution.

ATTACHMENT

Procedures Concerning Requests for Reconsideration and Requests for Contested Case Hearing

The purpose of this document is to describe commission procedures for evaluating requests for reconsideration and requests for contested case hearing. This document is not intended to be a comprehensive guide to public participation at the TCEQ.

The three commissioners determine the validity of requests for reconsideration and requests for contested case hearing and vote to grant or deny the requests during a public meeting. These public meetings are usually held every other Wednesday in Austin. Prior to the meeting, the following occurs:

- (1) the written requests are distributed to the executive director, the public interest counsel, and the Applicant. These persons may file a response at least 23 days before the meeting;
- (2) the requester may then file a reply to the responses at least 9 days before the meeting. This is the requester's opportunity to address any deficiencies in the request that have been identified by TCEQ staff or the Applicant. The requester must submit any information he or she wishes the commissioners to consider (ex: maps or diagrams showing requester's location relative to the Applicant's proposed activities) by this deadline; and
- (3) the commissioners read the requests, the responses to requests, and the replies, before the public meeting. Then, during the public meeting, the commissioners vote to grant or deny the requests.

Requests for Reconsideration

A request for reconsideration must expressly state that the person is requesting that the commission reconsider the executive director's decision and state the reasons why the commission should reconsider the executive director's decision. The commission will consider a request for reconsideration at a scheduled public meeting and grant or deny the request.

Requests for Contested Case Hearing

A contested case hearing is an evidentiary proceeding, similar to a hearing in civil court. The law allows for holding a contested case hearing on certain types of applications.

A valid request for a contested case hearing must:

- (1) demonstrate that the requester is an "affected person" with a "personal justiciable interest" related to a legal right, duty, privilege, power or economic interest which would be affected by the application in a manner not common to the general public;

- (2) If the request is made by a group or association, the request must identify:
- (A) one person by name, address, daytime telephone number, and, if possible, the fax number, of the person who will be responsible for receiving all communications and documents for the group;
 - (B) the comments on the application submitted by the group that are the basis of the hearing request; and
 - (C) by name and physical address one or more members of the group that would otherwise have standing to request a hearing in their own right. The interests the group seeks to protect must relate to the organization's purpose. Neither the claim asserted nor the relief requested must require the participation of the individual members in the case.
- (3) expressly request a contested case hearing;
- (4) raise disputed issues of fact that are relevant and material to the commission's decision on the application which were raised **by the requestor** during the comment period and not withdrawn **by the requestor** prior to the filing of the Executive Director's Response to Comment; and
- (5) include any other information as specified in public notices.

The commission is authorized to protect human health and safety, and natural resources. The commission cannot address other matters outside the commission's authority, such as the effect of the existence of a proposed facility on nearby property values.

When the commissioners deny hearing requests, they often proceed to vote on approval or denial of the application. Alternatively, they may remand the application to the executive director for final action. If a hearing request is granted and the application is referred to the State Office of Administrative Hearings (SOAH), the commissioners will specify a list of issues which will be the subject of the hearing and an expected date for the SOAH judge's proposal for decision. Pursuant to 30 TAC § 80.118(d), if a matter is referred to SOAH by the Commission for hearing, the Applicant shall provide to the Chief Clerk two duplicates of the original application, including all revisions to the application, for inclusion in the administrative record, no later than 10 days after the Chief Clerk mails the Commission's Order referring the matter to SOAH. The SOAH judge will conduct the hearing and submit a proposal to the commission to approve or deny the application.

The Alternative Dispute Resolution Program may contact requesters to determine their interest in informal discussions with the permit Applicant and a mediator.

By necessity this document gives a very general description of commission procedures. If you have any questions, please call the Public Education Program toll free at 1-800-687-4040.



COMISIÓN DE CALIDAD AMBIENTAL DE TEXAS

Protegiendo a Texas al Reducir y Prevenir la Contaminación

17 de enero del 2024

PARA: Personas en la lista de correo adjunta

RE: Expediente N.º 2023-1566-MWD
Preserve Hutto, LLC (Solicitante)
Solicitud(es) presentada(s) en el Permiso N.º WQ0016145001

La solicitud mencionada anteriormente y todas las solicitudes de audiencia / solicitudes de reconsideración presentadas oportunamente sobre la solicitud mencionada anteriormente serán consideradas por los comisionados de la Comisión de Calidad Ambiental de Texas (TCEQ, por sus siglas en inglés) durante la reunión pública del **21 de febrero del 2024**. La reunión comenzará a las 9:30 a.m. La reunión de la agenda puede convocarse en persona en la Sala 201S del Edificio E en las oficinas de la Comisión ubicadas en 12100 Park 35 Circle en Austin, Texas, virtualmente, o tanto en persona como virtualmente. Para confirmar cómo se llevará a cabo la reunión, visite la página web de la Agenda de los Comisionados en <https://www.tceq.texas.gov/goto/agendas> ocho días antes de la Agenda.

De conformidad con las normas de la comisión, se han enviado copias de las solicitudes de audiencia/solicitudes de reconsideración oportunas al solicitante, al Director Ejecutivo de la TCEQ y al Asesor Jurídico de Interés Público de la TCEQ. Cada una de estas personas tiene derecho a presentar una respuesta formal por escrito a las solicitudes de audiencia / solicitudes de reconsideración en o antes de las **29 de enero de 2024**. Las personas que hayan presentado solicitudes de audiencia oportunas / solicitudes de reconsideración pueden presentar una respuesta formal por escrito a estas réplicas en o antes de las **12 de febrero de 2024**.

Todas las respuestas y réplicas deben presentarse ante el Secretario Oficial de la TCEQ. Las respuestas y contestaciones pueden presentarse electrónicamente ante el Secretario Oficial en www.tceq.texas.gov/goto/efilings o presentando una original y 7 copias ante el Secretario Oficial de la TCEQ. La dirección postal del Secretario Principal es: Office of Chief Clerk, ATTN: Agenda Docket Clerk, Mail Code 105, TCEQ, P.O. Box 13087, Austin, Texas 78711-3087 [Número de fax (512) 239-3311]. El mismo día en que se transmite cualquier respuesta al Secretario Oficial, también se debe enviar una copia al Director Ejecutivo, al Asesor de Interés Público, al Solicitante y a los solicitantes a sus direcciones que figuran en la lista de correo adjunta. El mismo día en que se transmite cualquier respuesta al Secretario Oficial, también se debe enviar una copia al Director Ejecutivo, al Asesor de Interés Público, a otros solicitantes y al Solicitante a sus direcciones que figuran en la lista de correo adjunta.

Los procedimientos para evaluar las solicitudes de audiencia / solicitudes de reconsideración se encuentran en 30 Código Administrativo de Texas (TAC) Capítulo 55, Subcapítulo F (§§55.200-211) de las reglas de la comisión. Los procedimientos para presentar y notificar las respuestas y réplicas se encuentran en 30 TAC Capítulos 1 (§§1.10-11) y 55 (§55.209) de las reglas de la comisión.

El Asesor Jurídico renuncia al requisito de presentación impresa de conformidad con 30 TAC §1.10(h). Se pueden obtener copias de estas reglas llamando al Programa de Educación Pública al número gratuito 1-800-687-4040.

Los comisionados no aceptarán argumentos orales ni comentarios adicionales sobre este asunto en la reunión pública. Por lo tanto, es importante abordar la suficiencia de las solicitudes en las respuestas por escrito presentadas oportunamente y en las respuestas de los solicitantes. En la reunión pública, los comisionados pueden hacer preguntas al solicitante, a los solicitantes o al personal de la TCEQ. Los comisionados tomarán una decisión sobre la(s) solicitud(es) durante la reunión y basarán esa decisión en las solicitudes oportunas por escrito, los comentarios públicos, las respuestas y réplicas escritas, las respuestas a las preguntas durante la reunión y los estatutos y reglas aplicables. Se han enviado copias de todos los comentarios y solicitudes públicas oportunas al Programa de Resolución Alternativa de Disputas para determinar si la mediación informal y voluntaria podría ayudar a resolver cualquier disputa.

El anexo a esta carta tiene por objeto ayudarle a comprender mejor cómo la TCEQ procesa y evalúa las solicitudes de audiencia y las solicitudes de reconsideración. Para obtener información adicional o para hacer preguntas sobre cualquier cosa en esta carta, llame gratis al Programa de Educación Pública al 1-800-687-4040.

Atentamente,



Laurie Gharis
Jefe de Secretaria

Anexos: Copias de la correspondencia protestante al solicitante, Director Ejecutivo, Oficina del Asesor de Interés Público y Resolución Alternativa de Disputas.

ARCHIVO ADJUNTO

Procedimientos Relativos a las Solicitudes de Reconsideración y Solicitudes de Audiencia de Casos Impugnados

El propósito de este documento es para describir los procedimientos de la comisión para evaluar las solicitudes de reconsideración y las solicitudes de audiencia de casos impugnados. Este documento no pretende ser una guía exhaustiva para la participación pública en la TCEQ.

Los tres comisionados determinan la validez de las solicitudes de reconsideración y las solicitudes de audiencia de casos impugnados y votan para conceder o denegar las solicitudes durante una reunión pública. Estas reuniones públicas generalmente se llevan a cabo cada dos miércoles en Austin. Antes de la reunión, ocurre lo siguiente:

- (1) las solicitudes escritas se distribuyen al director ejecutivo, al abogado de interés público y al solicitante. Estas personas pueden presentar una respuesta al menos 23 días antes de la reunión;
- (2) El solicitante puede presentar una respuesta a las respuestas al menos 9 días antes de la reunión. Esta es la oportunidad del solicitante para abordar cualquier deficiencia en la solicitud que haya sido identificada por el personal de la TCEQ o el solicitante. El solicitante debe presentar cualquier información que desee que los comisionados consideren (por ejemplo, mapas o diagramas que muestren la ubicación del solicitante en relación con las actividades propuestas por el solicitante) antes de esta fecha límite; y
- (3) Los comisionados leen las solicitudes, las respuestas a las solicitudes y las réplicas antes de la reunión pública. Luego, durante la reunión pública, los comisionados votan para conceder o negar las solicitudes.

Solicitudes de Reconsideración

Una solicitud de reconsideración debe indicar expresamente que la persona solicita que la comisión reconsidere la decisión del director ejecutivo y exponga las razones por las cuales la comisión debe reconsiderar la decisión del director ejecutivo. La comisión considerará una solicitud de reconsideración en una reunión pública programada y concederá o rechazará la solicitud.

Solicitudes de Audiencia de Casos Impugnados

Una audiencia de caso impugnado es un procedimiento probatorio, similar a una audiencia en un tribunal civil. La ley permite convocar una audiencia de caso impugnado sobre ciertos tipos de solicitudes.

Una solicitud válida para una audiencia de caso impugnado debe:

- (1) demostrar que el solicitante es una "persona afectada" con un "interés personal justiciable" relacionado con un derecho, deber, privilegio, poder o interés

económico legal que se vería afectado por la solicitud de una manera no común al público en general;

(2) Si la solicitud es realizada por un grupo o asociación, la solicitud debe identificar:

- (A) una persona por nombre, dirección, número de teléfono diurno y, si es posible, el número de fax, de la persona que será responsable de recibir todas las comunicaciones y documentos para el grupo;
- (B) los comentarios sobre la solicitud presentada por el grupo que constituyen la base de la solicitud de audiencia; y
- (C) por nombre y dirección física, uno o más miembros del grupo que de otro modo tendrían derecho a solicitar una audiencia por derecho propio. Los intereses que el grupo busca proteger deben estar relacionados con el propósito de la organización. Ni la reclamación alegada ni la reparación solicitada deben requerir la participación de los miembros individuales en el caso.

(3) solicitar expresamente una audiencia de caso impugnado;

(4) plantear cuestiones de hecho controvertidas que sean relevantes y materiales para la decisión de la Comisión sobre la solicitud que hayan sido planteadas **por el solicitante** durante el período de presentación de observaciones y que el solicitante no haya retirado antes de la presentación de la respuesta del director ejecutivo al comentario, e

(5) Incluir cualquier otra información especificada en los avisos públicos.

La comisión está autorizada para proteger la salud y la seguridad humana, y los recursos naturales. La comisión no puede abordar otros asuntos fuera de la autoridad de la comisión, como el efecto de la existencia de una instalación propuesta en los valores de las propiedades cercanas.

Cuando los comisionados niegan las solicitudes de audiencia, a menudo proceden a votar sobre la aprobación o denegación de la solicitud. Alternativamente, pueden devolver la solicitud al director ejecutivo para que adopte una decisión definitiva. Si se concede una solicitud de audiencia y la solicitud se remite a la Oficina Estatal de Audiencias Administrativas (SOAH), los comisionados especificarán una lista de asuntos que serán objeto de la audiencia y una fecha prevista para la propuesta de decisión del juez de SOAH. De conformidad con 30 TAC § 80.118 (d), si la Comisión remite un asunto a SOAH para su audiencia, el Solicitante proporcionará al Secretario Oficial dos duplicados de la solicitud original, incluidas todas las revisiones de la solicitud, para su inclusión en el registro administrativo, a más tardar 10 días después de que el Secretario Oficial envíe por correo la Orden de la Comisión que remite el asunto a SOAH. El juez del SOAH llevará a

cabo la audiencia y presentará una propuesta a la comisión para aprobar o denegar la solicitud.

El Programa de Resolución Alternativa de Disputas puede comunicarse con los solicitantes para determinar su interés en conversaciones informales con el solicitante del permiso y un mediador.

Por necesidad, este documento ofrece una descripción muy general de los procedimientos de comisión. Si tiene alguna pregunta, llame gratis al Programa de Educación Pública al 1-800-687-4040.

MAILING LIST/LISTA DE CORREO
Preserve Hutto, LLC
TCEQ Docket No./TCEQ Expediente N.º 2023-1566-MWD
Permit No./Permiso N.º WQ0016145001

FOR THE APPLICANT/PARA EL SOLICITANTE:

Richard Owen, Authorized Signatory
Preserve Hutto, LLC
3200 Southwest Freeway, Suite 1870
Houston, Texas 77027

Jerry Ince, P.E., Senior Project Engineer
Ward Getz and Associates, PLLC
2500 Tanglewilde Street, Suite 120
Houston, Texas 77063

REQUESTER(S)/INTERESTED PERSON(S)/SOLICITANTE(S)/PERSONA(S) INTERESADA(S):

See attached list/Ver lista adjunta.

FOR THE EXECUTIVE DIRECTOR/PARA EL DIRECTOR EJECUTIVO
via electronic mail:

Kathy Humphreys, Staff Attorney
Texas Commission on Environmental Quality
Environmental Law Division, MC-173
P.O. Box 13087
Austin, Texas 78711

Deba Dutta, Technical Staff
Texas Commission on Environmental Quality
Water Quality Division, MC-148
P.O. Box 13087
Austin, Texas 78711

Ryan Vise, Deputy Director
Texas Commission on Environmental Quality
External Relations Division
Public Education Program, MC-108
P.O. Box 13087
Austin, Texas 78711

FOR PUBLIC INTEREST COUNSEL/PARA ABOGADOS DE INTERÉS PÚBLICO
via electronic mail:

Garrett T. Arthur, Attorney
Texas Commission on Environmental Quality
Public Interest Counsel, MC-103
P.O. Box 13087
Austin, Texas 78711

FOR ALTERNATIVE DISPUTE RESOLUTION/PARA LA RESOLUCIÓN ALTERNATIVA DE DISPUTAS
via electronic mail:

Kyle Lucas
Texas Commission on Environmental Quality
Alternative Dispute Resolution, MC-222
P.O. Box 13087
Austin, Texas 78711

FOR THE CHIEF CLERK/ PARA EL
SECRETARIO OFICIAL

via eFilings:

Docket Clerk
Texas Commission on Environmental
Quality
Office of Chief Clerk, MC-105
P.O. Box 13087
Austin, Texas 78711
www.tceq.texas.gov/goto/efilings

ALDER , CHARLIE
1320 HUNTINGTON TRL
ROUND ROCK TX 78664-9316

BLAKEY , KAREN
1328 HUNTINGTON TRL
ROUND ROCK TX 78664-9316

BLISS , H
1321 HUNTINGTON TRL
ROUND ROCK TX 78664-9316

BLISS , KENNETH R
1321 HUNTINGTON TRL
ROUND ROCK TX 78664-9316

BORHAN , MEL
149 ELLINGER RD
GEORGETOWN TX 78626-2756

BOWMAN , PATRICIA A
PO BOX 5066
ROUND ROCK TX 78683-5066

CASPER , DANIELLE
208 E NAKOMA
ROUND ROCK TX 78664-9311

COBURN , JOSH
20812 PRESTWICK DR
HUTTO TX 78634-5550

DALE , KIMBERLY
149 WILTSHIRE DR
HUTTO TX 78634-5553

DIMEGO , MR MICHAEL
1325 QUAIL RAVINE
ROUND ROCK TX 78664-9314

DIMEGO , MRS VICKY
1325 QUAIL RAVINE
ROUND ROCK TX 78664-9314

FREELAND , JOE
MATHEWS & FREELAND LLP
STE 4-240
8140 N MOPAC EXPY
AUSTIN TX 78759-8837

GREENE , MR JAMES J
1353 MEADOWILD DR
ROUND ROCK TX 78664-9322

GREENE , MRS SUE E
1353 MEADOWILD DR
ROUND ROCK TX 78664-9322

GRUENER , JACOB
501 LADY SWISS LN
HUTTO TX 78634-5777

HALLAK , MOHAMMED
2012 OAK VISTA DR
PFLUGERVILLE TX 78660-9475

HAMPSON , BARBARA
1321 QUAIL RAVINE
ROUND ROCK TX 78664-9314

HEINTZE , KIM
2108 MAPLE VISTA DR
PFLUGERVILLE TX 78660-9454

HUBRATH , JEAN
1400 AUGUSTA BEND DR
HUTTO TX 78634-5273

LINDHOLM , JANENE COUVILLION
1903 PALM VISTA DR
PFLUGERVILLE TX 78660-9462

MAASS , JEFFERY
1405 CHRIS LN
PFLUGERVILLE TX 78660-7520

MCMILLIN , MEGAN
1404 MEADOWILD CV
ROUND ROCK TX 78664-9334

OBRIEN , LEE D
20912 PRESTWICK DR
HUTTO TX 78634-5389

PATEL , ANAND
MURFEE ENGINEERING COMPANY
BLDG D
1101 S CAPITAL OF TEXAS HWY
WEST LAKE HILLS TX 78746-6445

RIKER , MARTIN L
1204 HUNTINGTON TRL
ROUND ROCK TX 78664-9335

SCOGIN , JUDY
1357 MEADOWILD DR
ROUND ROCK TX 78664-9322

SCOGIN , TRAVIS
1357 MEADOWILD DR
ROUND ROCK TX 78664-9322

VAN DYKE , MR IAN M
1013 BETHPAGE DR
HUTTO TX 78634-5385

VAN DYKE , MS ROSITA A
1013 BETHPAGE DR
HUTTO TX 78634-5385

YOUNG , SUSY
1337 QUAIL RAVINE
ROUND ROCK TX 78664-9300

Texas Commission on Environmental Quality



NOTICE OF PUBLIC MEETING FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER

NEW

PERMIT NO. WQ0016260001

APPLICATION AND PRELIMINARY DECISION. 705 Limmerloop JV LLC, 5900 Balcones Drive, Suite 100, Austin, TX 78731, has applied to the Texas Commission on Environmental Quality (TCEQ) for a new Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016260001, which authorizes the discharge of treated domestic wastewater at a daily average flow not to exceed 50,000 gallons per day. TCEQ received this application on November 29, 2022.

The facility will be located approximately 650 feet northeast of the intersection of Etna Way and Limmer Loop (County Road 109), in Williamson County, Texas 78634. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.594469,30.563358&level=18>

The treated effluent will be discharged to an unnamed ditch, thence to an unnamed tributary, thence to McNutt Creek, thence to Brushy Creek in Segment No. 1244 of the Brazos River Basin. The unclassified receiving water uses are minimal aquatic life use for the unnamed ditch, limited aquatic life use for the unnamed tributary, and high aquatic life use for the McNutt Creek. The designated uses for Segment No. 1244 are primary contact recreation, public water supply, aquifer protection, and high aquatic life use. The aquifer protection use applies to the contributing, recharge, and transition zones of the Edwards Aquifer. However, this facility is downstream of these areas.

In accordance with 30 Texas Administrative Code §307.5 and TCEQ's *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), an antidegradation review of the receiving waters was performed. A Tier 1 antidegradation review has preliminarily determined that existing water quality uses will not be impaired by this permit action. Numerical and narrative criteria to protect existing uses will be maintained. A Tier 2 review has preliminarily determined that no significant degradation of water quality is expected in McNutt Creek, which has been identified as having high aquatic life use. Existing uses will be maintained and protected. The preliminary determination can be reexamined and may be modified if new information is received.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under

which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements.

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notice>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notice>.

PUBLIC COMMENT / PUBLIC MEETING. A public meeting will be held and will consist of two parts, an Informal Discussion Period and a Formal Comment Period. A public meeting is not a contested case hearing under the Administrative Procedure Act. During the Informal Discussion Period, the public will be encouraged to ask questions of the applicant and TCEQ staff concerning the permit application. The comments and questions submitted orally during the Informal Discussion Period will not be considered before a decision is reached on the permit application and no formal response will be made. Responses will be provided orally during the Informal Discussion Period. During the Formal Comment Period on the permit application, members of the public may state their formal comments orally into the official record. A written response to all timely, relevant and material, or significant comments will be prepared by the Executive Director. All formal comments will be considered before a decision is reached on the permit application. A copy of the written response will be sent to each person who submits a formal comment or who requested to be on the mailing list for this permit application and provides a mailing address. Only relevant and material issues raised during the Formal Comment Period can be considered if a contested case hearing is granted on this permit application.

The Public Meeting is to be held:

**Tuesday, April 9, 2024 at 7:00 PM
Hutto High School Gymnasium
101 FM 685
Hutto, Texas 78634**

INFORMATION. Members of the public are encouraged to submit written comments anytime during the meeting or by mail before the close of the public comment period to the Office of the Chief Clerk, TCEQ, Mail Code MC-105, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www.tceq.texas.gov/goto/comment. If you need more information about the permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040. *Si desea información en Español, puede llamar 1-800-687-4040.* General information about the TCEQ can be found at our web site at <https://www.tceq.texas.gov>

The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Hutto Public Library, 500 West Live Oak Street, Hutto, Texas. Further information may also be obtained from 705 Limmerloop JV LLC at the address stated above or by calling Mr. Brian Tucker, Senior Vice President of Development, at 512-675-6864.

Persons with disabilities who need special accommodations at the meeting should call the Office of the Chief Clerk at (512) 239-3300 or 1-800-RELAY-TX (TDD) at least five business days prior to the meeting.

Issuance Date: February 22, 2024

Comisión de Calidad Ambiental de Texas



AVISO DE REUNIÓN PÚBLICA PARA EL PERMISO TPDES PARA AGUAS RESIDUALES MUNICIPALES

NUEVO

PERMISO N.º WQ0016260001

SOLICITUD Y DECISIÓN PRELIMINAR. 705 Limmerloop JV LLC, 5900 Balcones Drive, Suite 100, Austin, TX 78731, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ, por sus siglas en inglés) un nuevo Permiso N.º WQ0016260001, que autoriza la descarga de aguas residuales domésticas tratadas con un flujo promedio diario que no exceda los 50,000 galones por día. La TCEQ recibió esta solicitud el 29 de noviembre del 2022.

La instalación estará ubicada aproximadamente a 650 pies al noreste de la intersección de Etna Way y Limmer Loop (County Road 109), en el Condado de Williamson, Texas 78634. Este enlace a un mapa electrónico de la ubicación general del sitio o instalación se proporciona como cortesía pública y no forma parte de la solicitud o aviso. Para conocer la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.594469,30.563358&level=18>

El efluente tratado se descargará a una zanja sin nombre, de allí a un afluente sin nombre, de allí a McNutt Creek, de allí a Brushy Creek en el Segmento N.º 1244 de la cuenca del Río Brazos. Los usos no clasificados del agua receptora son el uso mínimo de vida acuática para la zanja sin nombre, el uso limitado de vida acuática para el afluente sin nombre y el uso de vida acuática alta para el Arroyo McNutt. Los usos designados para el Segmento N.º 1244 son recreación de contacto primario, suministro público de agua, protección de acuíferos y alto uso de vida acuática. El uso de protección del acuífero se aplica a las zonas de contribución, recarga y transición del Acuífero Edwards. Sin embargo, esta instalación se encuentra aguas abajo de estas áreas.

De acuerdo con el Título 30 del Código Administrativo de Texas §307.5 y los Procedimientos de la TCEQ *para Implementar los Estándares de Calidad del Agua Superficial de Texas* (junio del 2010), se realizó una revisión antidegradación de las aguas receptoras. Una revisión antidegradación de Nivel 1 ha determinado preliminarmente que los usos existentes de la calidad del agua no se verán afectados por esta acción de permiso. Se mantendrán los criterios numéricos y descriptivos para proteger los usos existentes. Una revisión de Nivel 2 ha determinado preliminarmente que no se espera una degradación significativa de la calidad del agua en McNutt Creek, que ha sido identificado como de alto uso de vida acuática. Se mantendrán y protegerán los usos existentes. La determinación preliminar puede ser reexaminada y puede ser modificada si se recibe nueva información.

El Director Ejecutivo de la TCEQ ha completado el examen técnico de la solicitud y ha preparado un borrador de permiso. El borrador de permiso, de ser aprobado, establecería las condiciones bajo las cuales la instalación debe operar. El Director Ejecutivo ha tomado una decisión preliminar en el sentido de que este permiso, si se concede, cumple con todos los requisitos legales y reglamentarios.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notice>.

COMENTARIO PÚBLICO / REUNIÓN PÚBLICA. Se llevará a cabo una reunión pública que constará de dos partes, un Período de Discusión Informal y un Período de Comentarios Formales. Una reunión pública no es una audiencia de caso impugnado según la Ley de Procedimiento Administrativo. Durante el Período de Discusión Informal, se alentará al público a hacer preguntas al solicitante y al personal de la TCEQ con respecto a la solicitud de permiso. Los comentarios y preguntas presentados oralmente durante el Período de Discusión Informal no se considerarán antes de que se llegue a una decisión sobre la solicitud de permiso y no se dará una respuesta formal. Las respuestas se proporcionarán oralmente durante el Período de Discusión Informal. Durante el Período de Comentarios Formales sobre la solicitud de permiso, los miembros del público pueden expresar sus comentarios formales oralmente en el registro oficial. El Director Ejecutivo preparará una respuesta por escrito a todos los comentarios oportunos, pertinentes y sustanciales, o significativos. Todos los comentarios formales serán considerados antes de que se tome una decisión sobre la solicitud de permiso. Se enviará una copia de la respuesta por escrito a cada persona que presente un comentario formal o que haya solicitado estar en la lista de correo para esta solicitud de permiso y proporcione una dirección postal. Solo se pueden considerar las cuestiones relevantes y materiales planteadas durante el Período de Comentarios Formales si se concede una audiencia de caso impugnado sobre esta solicitud de permiso.

La Reunión Pública se llevará a cabo:

**martes, 9 de abril del 2024 a las 7:00 PM
Hutto High School Gymnasium
101 FM 685
Hutto, Texas 78634**

INFORMACIÓN. Se alienta a los miembros del público a enviar comentarios por escrito en cualquier momento durante la reunión o por correo antes del cierre del período de comentarios públicos a Office of the Chief Clerk, TCEQ, Mail Code MC-105, P.O. Box 13087, Austin, TX 78711-3087 o electrónicamente en www.tceq.texas.gov/goto/comment. Si necesita más información sobre la solicitud de permiso o el proceso de permisos, llame al Programa de Educación Pública de la TCEQ, sin cargo, al 1-800-687-4040. *Si desea información en español, puede llamar 1-800-687-4040.* Puede encontrar información general sobre la TCEQ en nuestro sitio web en <https://www.tceq.texas.gov>

La solicitud de permiso, la decisión preliminar del Director Ejecutivo y el borrador del permiso están disponibles para su visualización y copia en el Hutto Public Library, 500 West Live Oak Street, Hutto, Texas. También se puede obtener más información de 705 Limmerloop JV LLC en la dirección indicada anteriormente o llamando al Sr. Brian Tucker, Vicepresidente Senior de Desarrollo, al 512-675-6864.

Las personas con discapacidades que necesiten acomodaciones especiales en la reunión deben llamar a la Oficina del Secretario Oficial al (512) 239-3300 o al 1-800-RELAY-TX (TDD) al menos cinco días hábiles antes de la reunión.

Fecha de Emisión: 22 de febrero del 2024

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

PROPOSED PERMIT NO. WQ0016462001

APPLICATION. Limmer Holdings LLC, 101 Parklane Boulevard, Sugar Land, Texas 77478, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016462001 (EPA I.D. No. TX0145483) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 150,000 gallons per day. The domestic wastewater treatment facility will be located approximately 0.5 miles south-southwest of the intersection of Limmer Loop and State Highway 130, in Williamson County, Texas 78634. The discharge route will be from the plant site to an unnamed tributary; thence to Soil Conservation Service Site 18 Reservoir; thence to an unnamed tributary; and thence to Brushy Creek. TCEQ received this application on January 8, 2024. The permit application will be available for viewing and copying at Hutto Public Library, 500 West Live Oak Street, Hutto, Texas prior to the date this notice is published in the newspaper. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.58098,30.554958&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notices>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing.** A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing

to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Limmer Holdings LLC at the address stated above or by calling Ms. Lauren Crone, P.E., Senior Project Manager, LJA Engineering, Inc., at 512-439-4700.

Issuance Date: February 26, 2024

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA

PERMISO PROPUESTO NO. WQ0016462001

SOLICITUD. Limmer Holdings LLC, 101 Parklane Boulevard, Sugar Land, Texas 77478, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) el permiso propuesto para el Sistema de Eliminación de Descargas Contaminantes de Texas (TPDES) No. WQ0016462001 (EPA I.D. No. TX0145483) para autorizar la descarga de aguas residuales tratadas en un volumen que no exceda un flujo promedio diario de 150,000 galones por día. La instalación de tratamiento de aguas residuales domésticas estará ubicada aproximadamente a 0,5 millas al suroeste de la intersección de Limmer Loop y State Highway 130, en el condado de Williamson, Texas 78634. La ruta de descarga será desde el sitio de la planta hasta un afluente sin nombre; de allí al embalse del Sitio 18 del Servicio de Conservación de Suelos; de allí a un afluente sin nombre; y de allí a Brushy Creek. La TCEQ recibió esta solicitud el 8 de enero de 2024. La solicitud de permiso estará disponible para ver y copiar en la Biblioteca Pública de Hutto, 500 West Live Oak Street, Hutto, Texas, antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o instalación se proporciona como cortesía pública y no forma parte de la solicitud o aviso. Para conocer la ubicación exacta, consulte la aplicación.

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar **comentarios públicos o pedir una reunión pública sobre esta solicitud.** El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida**

directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief

Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener más información de Limmer Holdings LLC en la dirección indicada anteriormente o llamando a la Sra. Lauren Crone, P.E., Gerente Senior de Proyectos, LJA Engineering, Inc., al 512-439-4700.

Fecha de emisión 26 de febrero de 2024

AGENDA ITEM REPORT

12.7.



To: City Council
Subject: Consideration and possible action relating to City Council meeting decorum and professionalism (Mayor Mike Snyder)
Meeting: Thursday, March 21, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.8.



To: City Council
Subject: Consideration and possible action of acceptance of appointment of acting City Manager(s) in case of extended city manager absence, per City Manager Absence policy (City Manager, James Earp).
Meeting: Thursday, March 21, 2024
Department: City Manager /
Staff Contact: James Earp

BACKGROUND INFORMATION:

Council recently approved Resolution R-2024-022 City Manager absence policy in the event the city manager is absent for an extended period that included appointment(s) by the City Manager of individuals that would have signature and budget amendment authority during said absence. Per policy, City Manager shall present the list of names to council, for council to accept, and those names to remain on file with the City Secretary.

SUMMARY OF REQUEST:

Per the policy, City Manager Earp is appointing Matt Wojnowski, Assistant City Manager or David Amsler, Assistant to the City Manager to serve as Acting City Manager in his extended unavailability. After council approval, a letter will also be filed with City Secretary Office, in addition, a copy of the minutes of this agenda item.

STAFF REVIEW:

This action will ensure the continuous and effective management of city operations under an Acting City Manager during the absence or disability of the City Manager. The adoption of the City Manager Absence/Disability Policy by the Hutto City Council through Resolution No. R-2024-022 ensures the City of Hutto has a structured and clear protocol for managing the duties of the City Manager during their absence or disability. This policy is crucial for maintaining the continuity of city operations and governance, providing a framework for temporary leadership and decision-making authority in the City Manager's absence.

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. R-2024-022_Approve CM Absence-Leave Policy

AGENDA ITEM REPORT

12.8.



RESOLUTION NO. R-2024-022

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE CITY MANAGER ABSENCE/DISABILITY POLICY TO DESIGNATE AT LEAST ONE QUALIFIED ADMINISTRATIVE OFFICER OF THE CITY TO PERFORM THE DUTIES OF THE CITY MANAGER IN THE EVENT OF THE CITY MANAGER'S ABSENCE OR DISABILITY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City staff desires to introduce a policy to designate at least one qualified administrative officer of the City to perform the duties of the City Manager in the event of the City Manager's absence or disability; and

WHEREAS, the City Council desires to approve the City Manager Absence/Disability policy, 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.

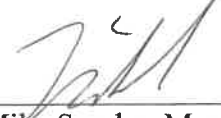
Section 2: The Hutto City Council hereby approves and authorizes the City Manager Absence/Disability policy, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

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

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

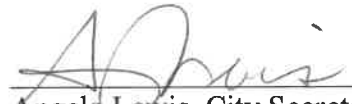
PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 7th day of March, 2024 on vote of 7 AYES; 0 NAYS; 0 ABSTENTIONS.

THE CITY OF HUTTO, TEXAS



Mike Snyder, Mayor

ATTEST:



Angela Lewis, City Secretary



Exhibit A

City Manager Absence or Disability Policy

Designated Acting City Manager

The City Manager shall designate by letter filed with the City Secretary, at least one qualified administrative officer of the City to perform the duties of the City Manager, to include signature and budget authority, in the City Manager's extended absence or disability. Designations shall be approved by city council.

The City Manager may make temporary appointments from time to time to perform the duties of the City Manager, NOT to include signature or budget authority, and these appointments do not require approval of the City Council, but shall be communicated to the City Council by email highlighting the assignment and appropriate contact information.

An extended absence or disability shall be defined as any leave from office for more than three, consecutive business days, but less than twenty consecutive business days, when the City Manager cannot be expected to respond to electronic communication or perform signatory duties.

Temporary Appointments

Temporary appointments are typically utilized for planned absences when the City Manager can be expected to respond to electronic communication.

Acting City Manager

For absences or disability of twenty-one business days or greater, an Acting City Manager shall be officially appointed and confirmed by City Council action. An Acting City Manager in this case shall make their own designations in accordance with this policy.

Signature Block

When a document is being signed under the authority of this policy, the signature block shall state:

EMPLOYEE NAME

EMPLOYEE TITLE

On Behalf of

City Manager Name

City Manager

Or

EMPLOYEE NAME

Acting City Manager

Emergency Response and Communication

Exhibit A

In the event an emergency, declared or not, or a critical event that affects the city should occur, the designated Emergency Management Coordinator shall be the primary point of contact for elected officials and staff during the duration of the event.

AGENDA ITEM REPORT

13.1.



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, March 21, 2024
Department: Engineering /
Staff Contact:

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 presenting the second GMP.

AGENDA ITEM REPORT

13.1.



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.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

2023A General Obligation Bonds (17)
Account ID:17-040-039-6702
Account Description: Fritz Park
Line Item Budgeted Amount: \$11,000,000
Subline(Project) Budgeted Amount : \$11,000,000
Subline(Project) Balance Available: \$10,967,000
Subline(Project) Amount Requested: \$277,087
Subline(Project) Remaining Balance: \$10,689,913

ATTACHMENTS:

1. Hutto Res STR Constructors Fritz Park Ph 1 3.14.24
2. Exh A Hutto Fritz Park Phase 1 CMAR_Clean 3.14.24 w all exhibits
3. Fritz Park Phs 1 Original Packet - R-2024-011

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 sale 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st day of March 2024 on vote of ____AYES; ____NAYS; ____ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

**CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF HUTTO,
TEXAS AND STR CONSTRUCTORS, LLC,
FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR FRITZ PARK PHASE 1 IMPROVEMENTS AND RENOVATIONS**

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT made and entered into as of the Effective Date hereof as defined below, by and between the City of Hutto, Texas, a Texas home-rule municipal corporation with principal administrative offices in Williamson County, (“Owner” or “City”), and STR CONSTRUCTORS, LLC, a Texas limited liability company, with principal administrative offices in Williamson County, Texas (“STR Constructors,” “CMAR,” “Construction Manager,” or “Contractor”) (Owner and CMAR together, the “Parties”).

WHEREAS, the Owner wishes to enter into this contract manager at risk agreement (“Agreement”) for the provision of construction of Fritz Park Phase 1 improvements and renovations, located in the City (“Project”) with the Construction Manager; and

WHEREAS, the Construction Manager also wishes to enter into this Agreement and represents that it is capable and prepared to provide the services as provided in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows subject to authorization of the City’s City Council and the appropriation of City funds:

1. PRELIMINARY.

The contents of the above recitations and of this Preliminary Section are hereby incorporated into this Agreement:

1.1 Definitions and Terminology

- 1.1.1 Addendum or Addenda: Additional material added to a document, to correct, clarify, or supplement the contents thereof.
- 1.1.2 Accept, Acknowledge, Acquiesce, Agree, Advise, Approval, Approve, Assert, Authorize, Claim, Comment, Consent, Consult, Correct, Deliver, Demand, Detail, Describe, Determine, Direct, Disagree, Disapprove, Disclose, Distribute, Explain, Identify, Instruct, Issue, List, Notice, Negotiate, Notify, Object, Order, Permit, Prohibit, Question, Recommend, Reconcile, Reflect, Reject, Rejection, Renegotiate, Reply, Report, Request, Require, Resolve, Respond, Review, Revise, Seek, Send, Serve, Specify, State, Submit, Supplement, Transmit, Update, Waive, and any and all other forms of each such word, and any other word denoting or connoting a communication or recordation between the Parties or their respective representatives: Unless otherwise expressly stated in this Agreement as to specific items, each such action requires embodiment in a Writing to become effective. This definition applies whether or not such words are capitalized in this Agreement. Unwritten communications that are required to be in Writing shall be followed up with that communication in Writing.
- 1.1.3 Address for Receiving Notices: The physical, telephone facsimile (“facsimile”), and/or electronic mail (“email”) information for a Party provided in accordance with Section 24.1, including any changes made in accordance with that Section.
- 1.1.4 As Built Drawings: Record drawings as explained in the below definition of “Drawings.”

Exhibit A

- 1.1.5 Block Construction Schedule. A Construction Schedule that divides the project into a series of blocks or segments, each with its own set of tasks and deadlines, not necessarily using the Critical Path Method.
- 1.1.6 Change or Contract Change: A Modification as herein defined.
- 1.1.7 Change Order: A written instrument defined in Section 14.2 of this Agreement.
- 1.1.8 Claim: A demand or assertion by a Party seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Agreement, and also includes other disputes and matters in question between the Owner and Construction Management arising out of or relating to the Agreement.
- 1.1.9 Construction Change Directive or CCD: A written contract Modification agreed-to by the Owner and Engineer-Architect and sent to the Construction Manager, and to which the Construction Manager may agree but whose concurrence or agreement is not required, as further elaborate in Section 14.3.
- 1.1.10 Construction Manager: STR Constructors LLC, the Construction Manager, which is the entity identified as such in this Agreement and is referred to throughout the Contract Documents. The term “Construction Manager” includes the Construction Manager’s authorized representative. As noted above, Construction Manager may also be identified herein as “Contractor,” “CMAR,” “STR Constructors, LLC,” or “STR.”
- 1.1.11 Construction Manager’s Cost Proposal or STR Cost Proposal: STR Constructor, LLC’s Proposal for Hutto Fritz Park Improvements — Phase 1 — Costs dated December 4, 2023.
- 1.1.12 Construction Schedule: A schedule of Work for some or all stages of the Project, including without limitation, schedules for Subcontractor Work, prepared using basic Block Scheduling for each subcontractor or task, or if the Owner directs, using CPM and presented as a CPM Schedule, as provided in Section 3.2.5.
- 1.1.13 Construction Team: The group constating of the Construction Manager, the Owner’s Project Manager, and the Engineer-Architect, further described in below Section 2.2
- 1.1.14 Contract Documents: The documents listed and described in below Section 1.2.
- 1.1.15 Contract Sum: The total amount that the Owner will pay the Construction Manager for the Project.
- 1.1.16 Contract Time: The number of days stated in the Agreement to:
 - 1.1.16.1 achieve Milestones, if any;
 - 1.1.16.2 achieve Substantial Completion; and/or
 - 1.1.16.3 achieve Final Completion.
- 1.1.17 Critical Path Method or CPM: A Project scheduling method that identifies the longest sequence of dependent tasks within a project and the tasks that can be completed in parallel to critical tasks with more buffer time around them, often but not necessarily created by using a customer relationship management (CRM) software application or software as a service tool.
- 1.1.18 Critical Path Method Schedule or CPM Schedule: A schedule of Project tasks created using CPM.

Exhibit A

- 1.1.19 Dates and Days: Unless otherwise specified, references to days and dates refer to calendar days or dates, respectively, rather than to business days or dates.
- 1.1.20 Engineer-Architect: The individual licensed in Texas in accordance with the Texas Occupations Code as a professional engineer or professional architect who is designated by the Owner to provide professional design services related to the Project. If the Engineer-Architect is a member of City staff, all requirements for actions by both the Owner and the Engineer-Architect are satisfied if the Engineer-Architect acts alone without further Owner involvement. Until and unless changed by the City Manager with Notice to Construction Manager, XX the City Engineer with serve as the "Engineer-Architect."
- 1.1.21 Division: A category or portion of the Work pertaining to a particular Trade or type of work.
- 1.1.22 Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, character, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, notes, annotations, and diagrams. All working drawings submitted by the Construction Manager and approved by the Engineer-Architect shall become part of the Drawings. Record drawings will be synonymous with "As Built" Drawings.
- 1.1.23 Effective Date: The date on which the provisions of the contract take effect, which will be stated as the "effective Date" on this Agreement immediately above the Parties' signatures.
- 1.1.24 Estimate of Cost Reports or EOC Reports: The estimate of cost reports for the design development and construction documents phases shall be submitted within 10 days after any Change Order or Change Directive proposed to cure variances between estimated costs and actual costs. The EOC Reports shall be based on unit prices for labor, materials, overhead and profit, for each portion of the Work.
- 1.1.25 Final Acceptance: The Owner's complete acceptance of the Project Work other than Guarantee Work after Final Completion.
- 1.1.26 Final Completion: The Project status when all of the following items have been completed or satisfied:
 - 1.1.26.1 Construction of the Project is totally complete, (all Work of the Contract Documents as defined herein) and certified as such by the Owner and Engineer-Architect.
 - 1.1.26.2 The Project is suitable for full use and occupancy as determined by the Owner and Engineer-Architect.
 - 1.1.26.3 All Punch List items have been completed, or otherwise disposed of or accounted for, to the Owner's satisfaction and approval.
 - 1.1.26.4 A final certificate of occupancy, if required by the Permitting Authority and all other permits and approvals required, has been legally and validly issued.
 - 1.1.26.5 A completed final punch list and Engineer-Architect's concurrence letter.

Exhibit A

- 1.1.26.6 Construction Manager' Final Payment Affidavit (Exhibit I) has been executed.
- 1.1.26.7 Final Completion Date: The date on which Final Completion is achieved, including completion of all Guarantee Work, and all other contract Work.
- 1.1.27 Force Majeure Event: Those events or circumstances listed in Section Force Majeure as grounds for excusable temporary delay of performance by a Party to the extent of time permitted by such Section and subject to the other Party's rights upon expiration of such time as stated in that Section.
- 1.1.28 General Conditions or Indirect Costs: Contractor's costs of performing the Work that are not specific to any trade, including but not limited to payroll taxes, franchise taxes, insurance, builder's risk insurance premiums, payment bond premiums, and general and administrative costs, including home office overhead.
- 1.1.29 GMP: The Guaranteed Maximum Price that CMAR will charge the Owner under this Agreement for completion of the Project.
- 1.1.30 GMP Proposal or Guaranteed Maximum Price Proposal: The Construction Manager's proposed GMP as accepted and executed by the Owner as described in Section 1 below.
- 1.1.31 Guarantee Work: All work including, without limitation, service, furnishing materials, and construction, needed to satisfy guarantees including without limitation all work subject to performance, as provided in the Project Manual until Final Completion of Phase 1, or other bond from or on behalf of the Construction Manager, a Subcontractor, or other individual or entity, under or required by this Agreement, except to the extent if any that a surety, guarantor, warrantor, or insurer with the Owner's Consent, has brought in a substitute for the Construction Manager to perform such Guarantee Work.
- 1.1.32 Hazardous Materials: Includes any substance that is now or hereafter defined or listed in, 49 C.F.R. § 171.8, as amended, or otherwise classified pursuant to any applicable restrictive covenants, service extension requests, zoning ordinances, building code, and any access, health, safety, environmental, and natural resource protection laws, rules, and/or regulations; or common law, as "hazardous substance," hazardous material," "hazardous waste," "acutely hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table, Title 49 C.F.R. § 172.101, as amended.
- 1.1.33 Invitation to Bid or ITB: The method of procurement to be used by the Construction Manager after the Effective Date for procuring long lead items, materials, and services that were not procured earlier or when the earlier procurement failed. The ITB includes any and all solicitation types (including Bids, Proposals and Quotes) normally utilized by the Construction Manager to ensure effective competition.
- 1.1.34 Maintenance Work: All work including, without limitation, service, furnishing materials, and construction, needed to maintain the Project prior to Final Completion and all work needed to any

Exhibit A

extent required by the Project Manual to satisfy any maintenance or other bonding or other guarantee requirements.

- 1.1.35 Modification: (a) a written amendment to this Agreement signed by both parties, (b) a Change Order, c) a Construction Change Directive (“CCD”) each issued as described in Section 14, or (d) a written order for a minor change in the Work issued by the Engineer-Architect.
- 1.1.36 Notice to Proceed or NTP: A written notice executed by the Owner which shall designate the date upon which the Work shall commence, the Contract Time, and the Final Completion Date, in form substantially as depicted in Exhibit A-1.
- 1.1.37 Occupancy. In addition to or instead of its ordinary meaning, as the context may require, the term means the Final Acceptance of a Phase of Work such as without limitation surveying, assessment, landscaping, earthmoving, excavation, or grading that does not include providing a structure that can be occupied by individuals or things.
- 1.1.38 Owner: The City of Hutto, Texas, acting through the Project Manager except as otherwise stated in the below definition of Project Manager, or where Texas statutes or the Charter or ordinances of the City restrict approval authority to the City Council, City Manager, or other officer or officer’s designee.
- 1.1.39 Owner’s Contingency: Thirty thousand dollars (\$30,000) in an original amount, over and above the amount of the GMP that the Owner need not set aside or segregate, but that the Owner will make available upon approval by the City of a request by the Construction Manager for some or all of the Owner’s Contingency to pay for unanticipated work. The amount of the Owner’s Contingency will be reduced by the amount of any draw or expenditure and the Owner is not required to replenish that amount or to maintain the original amount. The Owner has complete discretion as to the use of any unused amounts remaining of the Owner’s Contingency upon Final Completion, for use for Fritz Park or otherwise.
- 1.1.40 Owner-furnished Contractor-Installed Material or OFCI Material: Items provided by the Owner, and therefore the price including shipment of which is not included in the GMP, but of which the cost of installation by or on behalf of the Construction Manager is included in the GMP except to the extent, if any, that storage and/or installation is not included in the GMP.
- 1.1.41 Party and Parties: The Construction Manager and Owner each is a Party to this Agreement, and together are the only Parties to this Agreement.
- 1.1.42 Pay Application, Payment Application, or Application for Payment: AIA Form G702-G703 or similar form Approved by the Owner that serves as a progress payment summary and invoice for payment.
- 1.1.43 Permitting Authority: The authority having jurisdiction over the Work requiring a permit.
- 1.1.44 Phase: A clearly defined subset of work. This Agreement addresses only Phase 1 of all contemplated improvements at Fritz Park in the City.
- 1.1.45 Project: The Project is the total work to be performed under this Agreement, which is Phase 1 of the Fritz Park improvement project. The Project consists of planning, design, permitting, construction, maintenance, code inspection and final inspections necessary to build the component parts of the Project incorporated in the final design and which shall be identified in the GMP (Exhibit B hereto).

Exhibit A

- 1.1.46 Project Accounting Report: A current report of Project expenses compared to GMP prepared using generally accepted accounting principles, commencing from the Effective Date, and noting unusual, suspect, and questionable financial matters.
- 1.1.47 Project Management Information System or PMIS: The method of logical organization of the information required for the Construction Manager and the Project Team to execute the Project successfully, in a format and on a platform, which may but need not be computer software or software as a service, designated by the Engineer-Architect in consultation with the Construction Manager.
- 1.1.48 Project Manager: The person designated in writing by the Owner through the City Manager or the City Manager's designee as the Owner's Authorized Representative to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. The Project Manager will be fully acquainted with the Project with authority to render decisions necessary to expedite the Project, subject to the limitations in this Agreement. If no Project-Manager is named by the Owner, the Architect-Engineer is the Project Manager. Any reference in this Agreement to something the Owner is to receive, consider, or do is satisfied by the receipt, consideration, or action of the Project Manager except for approvals of amendments to this Agreement, acceptance of GMP, or any other matters that this Agreement, State law, or the City's Charter or ordinances reserves for the City Manager or City Council. The Owner may change the Project Manager at any time, effective on Notice to the Construction Manager.
- 1.1.49 Project Manual: The volume assembled for the Work and dated January 19, 2024, that was prepared by Burditt Consultants, LLC for the City bearing "Project No. PO2-2023," and was provided by the City to the Construction Manager through their respective attorneys on or about January 17, 2024, as it may be amended or supplemented from time to time, as detailed in below Section 3.6.4.
- 1.1.50 Project Team: The group consisting of one or more Construction Manager's representatives, the Project Manager, one or more Owner's representatives, and the Engineer-Architect for pre-construction planning, design, preparation or construction, and related activities, and whose functions may continue into the construction stage as appropriate.
- 1.1.51 Public Information Act or PIA: The Texas Public Information Act, Texas Government Code Chapter 551 as amended from time to time.
- 1.1.52 Punch List: List of items of work prepared by the Project Manager to be delivered to the Contractor specifying the Work items to be completed and deficiencies to be corrected, which items and deficiencies shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.
- 1.1.53 Record Drawings: As Built drawings as explained in the above definition of "Drawings."
- 1.1.54 Schedule of Values: The schedule to be used as a basis for progress payments to be made to the Construction Manager by the Owner during performance of the Project, based on the then current percentage of progress of construction of the Project, subject to the review of the Engineer-Architect and approval by the Project Manager.
- 1.1.55 Sections: Unless the context otherwise requires, the discrete portions and sub-portions of this Agreement, numbered in levels, such as 1, 1.1, 1.1.1, etc. Reference to a section number without identification of the document of which that section is a part refers to a section number in this Agreement. Any references to subsections include reference to the full Section. Any reference to a Section includes reference to its subsections.

Exhibit A

- 1.1.56 Service Contract Work: All Work under or required by this Agreement.
- 1.1.57 Shop Drawings: A set of Drawings that serve as a guide for fabricating, constructing, and/or installing elements of a structure and/or other components.
- 1.1.58 Site: So much or all of Fritz Park in the City of Hutto that the Construction Manager designates for performing the Project and effectively separates by fence or other structure from the public during the Project, and that with the Approval of the Owner may include adjacent or nearby space for staging materials, storage, shelter, or similar use for the Project, all to be cleaned and restored to original condition (aside from the improvements made in accordance with the Contract Documents, on or before Final Completion. The Precise location(s) of the Site may change from time to time during the Project as approved by the Owner.
- 1.1.59 Specifications: The portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services including without limitation, the contents of the Drawings and the Project Manual.
- 1.1.60 Special Conditions. If any, refers to provisions in any Contract Documents that are specific to one or more specific Trades, tasks, or locations, including without limitation the contents of Drawings and the Project Manual.
- 1.1.61 Stage: A step of Work such as, without limitation, pre-construction or construction.
- 1.1.62 Subcontractor: An individual or organization who has a direct contract with the Construction Manager to perform any of the Work at the site.
- 1.1.63 Substantial Completion: The Project status at which the Project (or specified part thereof) has progressed to the point where, in the opinion of the Engineer-Architect and the Owner, the Project (or specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that such Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Project refer to Substantial Completion thereof.
- 1.1.64 Substantial Completion Date: The date, certified by the Engineer-Architect, that the Project, or designated portion thereof, when Substantial Completion is achieved.
- 1.1.65 Superintendent: The individual designated with Approval of the Owner by the Construction Manager as the latter’s on-Site supervisor of Work, and who shall be authorized to act on behalf of the Construction Manager.
- 1.1.66 Trade: A specialized skill or occupation that involves performing specific tasks related to the demolition, earthwork, construction, installation, or maintenance of buildings and other infrastructure.
- 1.1.67 Trade Contractor: A Subcontractor that specializes in a specific part of a construction project, such as, without limitation, specializations such as electrical, plumbing, painting, information technology, or site preparation.
- 1.1.68 Utilities: Without limitation, any and all facilities used to facilitate, generate, produce, transform, process, transport, or deliver, and any and all pipes, cables or other linear conveyance systems used to transport or deliver, power, water, gas, oil, wastewater, electronic information, or similar items, including any and all utility pumps, meters, outfalls, and intakes.

Exhibit A

- 1.1.69 Warranty Period: The time during which there remain in force and affect any warranties, bonds, policies of insurance, indemnities, and hold-harmless and defense obligations issued in or required by this Agreement.
- 1.1.70 Work: The construction and services required by the Contract Documents for the Project, whether such Contract Documents are completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Construction Manager to fulfill their obligations to the Owner under this Agreement. The Work may constitute the whole or a part of the Project. As of the Effective Date, the full Work is as depicted in Exhibit B, the GMP Proposal, which includes the sealed drawings and notes approved by the Owner and the signed Final Proposal of the Construction Manager.
- 1.1.71 Writing or Written: Includes electronic mail and attachments thereto that expressly reference this Agreement, but not text messages or items attached or linked to or embedded in text messages unless such items are also delivered in writing. In emergencies, if a writing would otherwise be required, communication by the fastest effective available means followed by written communication as soon as feasible is acceptable as a substitute for written communication.

1.2 THE CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents are incorporated herein by this reference, and each is a material part of this Agreement for Construction Management at Risk Services.
- 1.2.2 This Agreement represents the entire and integrated agreement between the parties hereto regarding the subject-matters herein, and supersedes all prior negotiations, representations, promises, or agreements either written or oral.
- 1.2.3 The Agreement may be amended or modified only by a Modification.
- 1.2.4 Except as set forth in Section 5, the Contract Documents create a contractual relationship between the Owner and the Construction Manager but shall not be construed to create a contractual relationship of any kind between Parties with non-Parties are between non-Parties.
 - 1.2.4.1 Between the Engineer-Architect or Project Manager, or any other agent of the Owner, and the Construction Manager;
 - 1.2.4.2 Between the Owner, Engineer-Architect or Project Manager, or any other agent of the Owner and a Subcontractor or Material Supplier;
 - 1.2.4.3 Between the Owner, Project Manager, Engineer-Architect, or any other agent of the Owner and any Subcontractor; nor between any persons or entities other than the Owner and Construction Manager.
- 1.2.5 However, the Engineer-Architect and Project Manager each shall be entitled to performance and enforcement of obligations under the Agreement intended to facilitate performance of the Engineer's-Architect's duties by virtue the Construction Manager's contractual obligations to the Owner under this Agreement.
- 1.2.6 Other than, and only to the extent, as may be provided under indemnity, hold-harmless, defense, insurance, or bonding provisions of this Agreement, including any bonds or policies of insurance issued in accordance with such provisions, there are no third-party or non-party beneficiaries under this Agreement.

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- 1.2.7 The Contract Documents consist of the following documents. If, and to the extent of any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority:
- 1.2.7.1 Contract Modifications and Addenda including without limitation, Change Orders, fully executed as provided in this Agreement as to each type of Modification after the Effective Date, with those of latest dates taking precedence over those of earlier dates;
 - 1.2.7.2 The signed Contractor Manager's Guaranteed Maximum Price Proposal in the amount of **\$277,087.00**, which includes a contingency of **\$30,000.00**, (Exhibit A) executed by the Owner;
 - 1.2.7.3 The "Notice to Proceed";
 - 1.2.7.4 Contractor's Assumptions & Clarifications, Qualifications, and List of Allowances, if any, to the extent Approved or Accepted by Owner;
 - 1.2.7.5 This Agreement including all exhibits attached hereto not separately enumerated in this Section 1.2.7;
 - 1.2.7.6 The sealed, signed, and dated Drawings, with stated measurements controlling over scaled measurements and large scaled plans controlling over smaller scaled plans;
 - 1.2.7.7 All schedules and addenda as provided for in Section 3 as updated and amended from time to time, as Approved by the Owner.
 - 1.2.7.8 The Plans Specifications attached.
 - 1.2.7.9 The Project Manual.
 - 1.2.7.10 The Drawings, Technical Specifications, Details, and other documents developed by the Engineer-Architect to describe the Project and accepted by the Owner;
 - 1.2.7.11 The Drawings, Technical Specifications, Details, and other documents developed by other consultants, if any, to describe the Project and which have been accepted by the Owner; and
 - 1.2.7.12 All items to be provided by the Construction Manager and approved by the Owner prior to issuance of a Notice to Proceed.
- 1.2.8 The Engineer-Architect shall Interpret the Contract Documents including without limitation Issuing reasonable inferences from their contents and Deciding, Resolving, and Reconciling any ambiguities, omissions, or inconsistencies between or among Contract Documents, and such Interpretations shall be final, subject to the contractor's right to make a claim for Change Order, or to pursue a claim for breach of contract.

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- 1.2.8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Construction Manager. Contract Documents are complimentary of each other, and what is required by any single Contract Document shall be as binding as if required by all; performance by the Construction Manager shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.8.2 Except to the extent that context requires otherwise, in the Contract Documents, all references to one gender shall include the others, use of the plural shall include the singular, and use of the singular shall include the plural.
- 1.2.8.3 If there are conflicting provisions in the specifications or the drawings, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive; and the more recent will take precedence over the earlier provisions. On all drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Construction Manager's own risk. The Parties will consult in good faith to attempt to resolve any asserted or apparent material discrepancies among or between any Contract Documents or within any Contract Documents, but each represents that they are aware of none that are unresolved as of the Effective Date.
- 1.2.8.4 Organization of any Contract Documents including without limitation the specifications into divisions, sections, articles, or other parts, and the arrangement of drawings shall not control the Construction Manager in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any Trade.
- 1.2.8.5 Unless otherwise stated in the Contract Documents, words which have well-known technical, or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.9 The Contract Documents comprise the full Contract between the Parties regarding the Project.
- 1.2.10 Execution of the Agreement is a representation that the Construction Manager has carefully examined the Contract Documents and the site, and a representation that the Construction Manager is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance.
- 1.2.11 The Construction Manager further represents that, as a result of such examinations and investigations, including adequate consultation with any experts and professionals at Construction Manager's option, the Construction Manager thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations,

and rules as they apply to the Work, and that the Construction Manager will abide by same. Claims for additional time or additional compensation, as a result of the Construction Manager's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents, will not be permitted.

1.3 THE WORK

- 1.3.1 The Construction Manager has overall responsibility for, and shall provide and complete at the GMP the Work including, without limitation, all pre-construction and construction services, and furnish all materials, equipment, tools, and labor as necessary, to complete the Work in accordance with the terms of the Contract Documents for:

PROJECT NAME: FRITZ PARK IMPROVEMENTS AND RENOVATIONS PHASE 1
AS SHOWN IN EXHIBIT A2.

- 1.3.2 Other than as provided in this Agreement and as to immediate emergency responses, any obligation of the Construction Manager respecting the assessment, identification, preservation, protection, removal, restoration, or remediation as to Hazardous Materials will be undertaken under separate contract with the Construction Manager or another entity.

2 INTEGRATION CLAUSE, THE EXTENT OF AGREEMENT, AND THE CONSTRUCTION TEAM

2.1 Integration Clause: Extent of Agreement

- 2.1.1 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, promises, or agreements, either written or oral. Construction Manager acknowledges that it shall be bound by the terms and provisions of and shall perform the Work subject to the City's issuance of a Notice to Proceed.
- 2.1.2 If the Construction Manager wishes to have the Owner's acceptance of the proposed GMP amount effective when the Owner executes this Agreement, the Construction Manager shall one (1) set of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Engineer-Architect, shall acknowledge on the face of each document of each set that it is the set upon which the Construction Manager based its GMP. At the Owner's expense, the Construction Manager shall provide such additional sets of the same of documents in the same substance and form as the Owner may direct. Alternatively, the Construction Manager shall obtain one digital set of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Engineer-Architect, shall acknowledge on the face of each document of that set that it is the set upon which the Construction Manager based its GMP, shall digitalize that acknowledged set of documents and deliver that digital copy together with the Construction Manager's signed GMP Proposal in digital format to the Owner's Project Manager and to the Engineer-Architect, and at the Owner's expense, the Construction Manager shall provide such additional sets of the same of documents in the same substance and form as the Owner may direct.
- 2.1.3 If the Owner has not accepted the CMAR's GMP Proposal in this Agreement, when all construction documents, drawings, specifications, and other descriptive documents defining the Work to be included in the Guaranteed Maximum Price (GMP) are of sufficient detail to be acceptable to the Owner, the Agreement shall be amended by the Owner and Construction

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Manager acknowledging the GMP amount and the drawings, specifications, and other descriptive documents upon which the GMP is based. To expedite the preparation of this Amendment by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Engineer-Architect, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's Project Manager along with Construction Manager's GMP Proposal, while keeping one set for Construction Manager and returning one set to the Engineer-Architect.

- 2.1.4 The Construction Manager accepts the relationship of trust and confidence established between him/her and the Owner by this Agreement. It covenants with the Owner to furnish its best skill and judgment and to cooperate with the Engineer-Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner, and the Construction Manager warrants that it has read those sections of the current Texas Building Code pertaining to Construction Management and agrees to perform to its standards and rules.

2.2 The Construction Team

- 2.2.1 The Construction Manager, the Owner, the Owner's Project Manager, and the Engineer-Architect (collectively, the "Construction Team") shall work jointly during design and through Final Completion and shall be reasonably available thereafter should additional services be required to provide information about the Project. Additional services above and beyond this Agreement after Final Completion if Requested by the Owner may be charged to the Owner at a price to be agreed, or if no agreement, at prices for equivalent services as provided under this Agreement even if this causes the total Project price to exceed the GMP.
- 2.2.2 The Engineer-Architect will provide leadership during the design phase with support from the Construction Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.
- 2.2.3 The specific individuals representing the members of the Construction Team and their respective contact information are shown in the completed Exhibit F hereto, but a Party with Notice to the other Party accomplished by modification of said Exhibit F may change their representatives by supplementing Exhibit F with the name and contact information of the new representative(s), together with the date of the supplementation, and provide the other Party with a copy of the supplemented Exhibit F. A Party should use its best efforts to notify the other Party and all Construction Team representatives of such change promptly by electronic mail in advance of the effectiveness of the change.

2.3 Term

- 2.3.1 The term of this Agreement shall extend from the Effective Date of this Agreement until Final Completion unless the term is extended or shortened by amendment of this Agreement. Provisions surviving the expiration, cancellation or termination of this Agreement are set forth in this Agreement.

3 CONSTRUCTION MANAGER'S SERVICES

3.1 Construction Manager Services Generally

- 3.1.1 The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive listing having the effect of excluding services not specifically mentioned.
- 3.1.2 The Construction Manager shall perform all services specifically identified in Exhibit A2 and as including tasks necessary to perform such services. The Construction Manager agrees to perform these services using its best professional efforts, skills, judgment, and abilities.
- 3.1.3 Construction Manager shall cooperate with the Engineer-Architect and the Project Manager, and endeavor to further the interests of the Owner and the Project. Construction Manager shall furnish pre-construction services and construction services and complete the Project in an expeditious and economical manner, consistent with the interests of the Owner and in accordance with the Project Schedule.
- 3.1.4 The Construction Manager may experience and should anticipate the possibility of other work, including without limitation construction work, to occur in the vicinity of or within or under Fritz Park during the course of the Project. Such construction may be under control of the Owner, but some, such as without limitation utility repairs, federal or state inspections, or law enforcement activity, may be beyond the City's control. In such instances, the Construction Manager shall cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Construction Manager's work location and/or schedule to effectuate such coordination. The Construction Manager shall afford other workers reasonable opportunity for the execution of their work and shall properly connect and coordinate its Work with the work of others. The Construction Manager is responsible for remaining reasonably informed of the progress and the details of the work of the others; and shall notify the Owner and/or the Engineer-Architect immediately of any interference. If other workers cause lack of progress or defective workmanship to this Project, the Construction Manager shall immediately notify the Owner and the Engineer-Architect. Whenever there is interference with work under contracts with the Owner, the Owner shall decide the manner in which the work shall proceed under each contract in an attempt to reduce or eliminate the interference to the greatest extent practicable. The Construction Manager shall proceed at its own risk in the event the Construction Manager fails to obtain such prior direction or assistance from the Owner.

3.2 Other Services

- 3.2.1 At Owner's request, the Construction Manager shall attend public meetings and hearings concerning the development and schedule of the Project.
- 3.2.2 The Construction Manager shall utilize an information and reporting system acceptable to the Owner to provide the Owner with an accurate and current cost control, Work status, including but not limited to Work narrative, Work completed/anticipated, schedules, estimated expenditures, and Project Accounting Systems of the Project at all times.
- 3.2.3 Cost Consultation
 - 3.2.3.1 The Construction Manager is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the duration of the Project.

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- 3.2.3.2 The Construction Manager shall Provide continuous cost consultation services throughout the duration of the Project, including Identification and tracking of decisions that affect the scope or quality of the Project and provide ongoing Updates of their cost impact. The Project Manager shall Advise the Project Team immediately if the Construction Manager has reason to believe that construction costs are exceeding or are on track to exceed the most current GMP or not meeting the Construction Manager's schedule requirements and Recommend reasonable strategies for bringing the Project cost and schedule in line. The Owners contingency shall not be included in the costs when determining if construction costs exceed the GMP.
- 3.2.3.3 The Construction Manager shall promptly Identify all variances between estimated costs and actual costs during the Project and shall promptly report such variances to the Project Team along with recommendations for action. An EOC Report shall be required within ten (10) days business after any Change Order or Change Directive has been proposed.
- 3.2.3.4 Along with each Application for Payment, the Construction Manager shall Submit to the Owner a statement, along with cost reports, showing in detail all monies paid out, cost accumulated, or costs incurred on account of the Total Construction Cost of the Project during the previous calendar month. This data shall be attached to the Application and Certificate for Payment. Payments by the Owner to the construction manager shall be made as described in this Agreement.
- 3.2.4 Master Project Schedule: Construction Manager shall Submit to the Owner for Approval, Comment, Questions, or Rejection a Master Project Schedule covering the entire Project, from planning and design Approvals, to construction, Owner occupancy and Final Completion of the Project. This schedule will serve as the framework for any and all subsequent development of detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project unless otherwise Directed by the Owner. The Master Project Schedule for Phase I shall be Submitted within 15 days after execution of this Agreement. The Master Project Schedule shall identify all important project milestones, work breakdown schedule, anticipated durations for each major category of work or trade and list any material purchases requiring long lead times. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the Owner shall be made without the Owner's written approval.
- 3.2.5 Block Construction Schedule: Not used.
- 3.2.6 Design Review, Recommendations and Warranty:
 - 3.2.6.1 The Construction Manager shall review all Drawings, Specifications, and other Construction Documents as they are developed by or for the Owner, by the Engineer-Architect or another, during the schematic design, design development, and construction documents design phases of the Project.

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3.2.6.2 The Construction Manager shall

3.2.6.2.1 Consult with Owner, Engineer-Architect, and Owner's consultants on the selection of materials, equipment, component systems, and types of construction used on the Project, and promptly deliver to any of them any information and documents related to the Project required by the Contract Documents including Modifications; and

3.2.6.2.2 Advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

3.2.6.3 The Construction Manager shall advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

3.2.6.4 The Construction Manager shall advise Owner on reasonable adjustments in the Project scope, quality, or other options for keeping the Project cost within the GMP.

3.2.6.5 The Construction Manager shall review the Construction Documents for compliance with all applicable Texas and Williamson County Building Codes, laws, rules, and regulations and with City of Hutto requirements.

3.2.6.6 The Construction Manager shall become thoroughly familiar with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of the design.

3.2.6.7 By executing this Agreement and the GMP Amendment to this Agreement, Exhibit A, Construction Manager represents that the Construction Manager, Subcontractors and material and equipment suppliers have compared the Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site drawings and specifications and have reviewed all general and specific details on the drawings and that all patent conflicts, discrepancies, errors, and omissions have been either corrected or clarified prior to acceptance of drawings by the Owner. The Construction Manager represents that the GMP shall represent the total costs for complete and functional systems and, therefore, the Construction Manager's review and comparison of all drawings have taken into consideration the total and complete functioning of all systems.

3.2.6.8 The Construction Manager agrees that time is of the essence in maintaining the Project schedule. In an effort to achieve the Project schedule, the Engineer-Architect will rely upon the input and recommendations of the Construction Manager in preparing the Project documents.

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- 3.2.6.9 The Construction Manager shall promptly Notify the Project Manager and the Engineer-Architect of any apparent defects in the design, drawings and specifications or other documents.
- 3.2.6.10 By executing this Agreement and the GMP Amendment of this Agreement, Exhibit A, the Construction Manager represents, that to the best of its knowledge, without assuming any architectural or engineering responsibility, that the plans and specifications are consistent, practical, feasible and constructible, and that the Work described in the plans and specifications for the various bidding packages is constructible within the Contract Time and within the GMP contained in the Amendment to this Agreement.
- 3.2.6.11 The Owner disclaims any warranty that the plans and specifications for the Project are accurate, practical, consistent and/or constructible and the Construction Manager acknowledges and agrees to this disclaimer.

3.2.7 Construction Planning and Procurement

- 3.2.7.1 The Construction Manager shall identify equipment or material requiring extended delivery times and Advise Owner regarding any need or procedures for expedited procurement of those items.
- 3.2.7.2 The Construction Manager shall advise Owner and Engineer-Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items.
- 3.2.7.3 If Requested by Owner, Construction Manager shall issue requests for technical proposals to qualified providers and receive proposals and assist in their evaluation.
- 3.2.7.4 The Construction Manager shall keep itself informed of the progress of the respective Subcontractors or suppliers, manufacturing or fabricating such items requiring extended delivery times and advise the Project Manager, Owner and Engineer-Architect of any problems or prospective delay in delivery.
- 3.2.7.5 The Construction Manager shall make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the soliciting of offers and awarding of construction subcontracts in a manner that promotes the interests of the Project and the Owner. These recommendations may include, but are not limited to, staged construction or service, or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary

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facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions and other constraints.

- 3.2.7.6 The Construction Manager shall review the Construction Documents with the Project Team as necessary to eliminate areas of conflict, interference, hinderance, and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors or City staff.
- 3.2.7.7 The Construction Manager shall develop a procurement package strategy in coordination with the Engineer-Architect that addresses the entire scope of Work for each stage of the Project. In developing the procurement package strategy, the Construction Manager shall identify all procurement packages on which the Construction Manager intends to submit a self-performance bid or proposal. The procurement package strategy shall be reviewed with the Owner on a regular basis and revised throughout the progress of the Project so as to best promote the interests of the Project and the Owner.
- 3.2.7.8 The Construction Manager shall assist the Owner, the Engineer-Architect, Owner's other consultants, and the Owner's separate contractors and City staff in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project.
- 3.2.7.9 The Construction Manager shall advise Owner of any tests to be performed without assuming direct responsibility for the work of such laboratories and consultants. The Construction Manager shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the temporary facilities necessary to manage, inspect, and supervise construction of the Work, and to protect workers and visitors to the Site.
- 3.2.7.10 The Construction Manager shall consult with and make recommendations to the Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate with the Owner as may be required to meet the Construction Schedule.

3.2.8 Solicitation of Bids and Proposals – Not used.

3.3 Construction Manager Self-Performance

- 3.3.1 The Construction Manager may self-perform portions of the Work, with Owner approval, as long as this Section is strictly complied with by the Construction Manager, other bidders have an equal opportunity with the Construction Manager to win the bidding, and the Project Manager or the Project Manager's designee is present at and observes the bid opening. Any failure of the Construction Manager to strictly comply with these requirements may, in the sole discretion of the Owner, be considered a default of this Agreement, and in such case the Owner may terminate this Agreement for such cause or cancel the award and proceed by alternative means of the Owner's

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choosing to accomplish the Work that would have been awarded, and adjust the GMP to reflect that such Work would not be performed by or under the supervision of the Construction Manager.

- 3.3.2 Except with the Owner's Consent, after full Disclosure by the Construction Manager, or as allowed in this Section for self-performance of Work by the Construction Manager, the Construction Manager may not contract with companies that are owned, operated, or controlled by any officers or employees of the Construction Manager, or with companies with whom the Construction Manager's officers or employees have a direct financial interest for any work under this Agreement.
- 3.3.3 The Construction Manager accepts the risk that the costs its procurement of equipment and materials complying with the Contract Documents, including without limitation the quality, delivery, timing of delivery, and quantity thereof, and for doing Work complying with the Contract Documents that it proposes to do through self-performance will exceed the GMP. If the Construction Manager self-performs a task at a cost below the amount of GMP allocated for that task, the Construction Manager retains the amount of the savings but if the Construction Manager self-performs a task at a cost exceeding the amount of GMP allocated for that task, the Owner shall neither approve a Change nor pay for the excess cost exceeding the allocated portion of GMP.
- 3.3.4 Content of Subcontracts
 - 3.3.4.1 All Subcontracts for the Project shall include any Terms and Conditions contained in Exhibit J.
- 3.3.5 Project Manual:
 - 3.3.5.1 The Construction Manager may work from and rely upon any Project Manual for this Project that was developed by or for the Owner.

3.4 Construction Services

- 3.4.1 The construction services that the Construction Manager shall provide include, but are not limited to, those described or specified in this Section 3.4 and in Exhibit A2, in addition to those described or specified in other Contract Documents.
- 3.4.2 The Construction Stage shall be deemed to commence upon the date specified in a signed Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Services may overlap with Construction Services. The Construction Manager shall not incur any Subcontractor costs for construction of the Work prior to issuance by Owner of written authorization to commence such Work.
- 3.4.3 The Construction Manager shall perform the following Construction Stage Services:
 - 3.4.3.1 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the

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Work in strict accordance with the requirements of the Construction Documents.

- 3.4.3.2 Promptly award and execute contracts with approved Subcontractors, and provide copies of such fully executed contracts, insurance certificates, policies of insurance, and if required, bonds, to the Owner when Requested. The Subcontractors' selection and subcontract executions (together sometimes described as "buyouts") shall be completed within sixty (60) days from NTP.
- 3.4.3.3 Manage, schedule, supervise, and coordinate the Work, including the Work of the Subcontractors, and coordinate the Work with the activities and responsibilities of the Owner, Engineer-Architect, and Construction Manager in order to complete the Project in accordance with the terms of the Contract Documents.
- 3.4.3.4 Develop and maintain a program acceptable to the Owner and Engineer-Architect to assure quality control of the construction so that the work conforms to the requirements of the plans and specifications.
- 3.4.3.5 Provide instructions to each Subcontractor when its Work does not conform to the requirements of the plans and specifications so that the Work conforms to the requirements of the plans and specifications and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should a disagreement occur between the Construction Manager and the Engineer-Architect over acceptability of the Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability with the exception of Contractor's rights to seek additional compensation.
- 3.4.3.6 Establish procedures for coordination among the Subcontractors and Construction Manager with respect to all aspects of the Work.
- 3.4.3.7 Require of the Subcontractors such coordination drawings as may be necessary to properly coordinate the work among the Subcontractors.
- 3.4.3.8 In coordination with the Engineer-Architect, utilize Procore to establish and implement procedures for tracking and expediting the processing of Shop Drawings and samples.
- 3.4.3.9 Review the Construction Schedule with the Subcontractors and review or expand the level of detail to incorporate specific Subcontractor input consistent with the overall completion requirements.
- 3.4.3.10 Regularly monitor and update the Construction Schedule as construction progresses.

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- 3.4.3.11 Identify potential variances between scheduled and probable completion dates.
- 3.4.3.12 Review schedule for work not started or incomplete and adjust the schedule to meet the scheduled completion date.
- 3.4.3.13 Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly Project report outlined herein. Determine the adequacy of the Subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule, and in consultation with the Owner and the Engineer-Architect, take necessary corrective actions when requirements of a Subcontractor contract or a Subcontractor contract schedule are not being met.
- 3.4.3.14 Notify the Owner whenever OFCI materials or equipment have been received at the Project site and be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the OFCI storage and installation work is included within the GMP.
- 3.4.3.15 Develop and maintain an effective system of Project cost controls which is satisfactory to the Owner, incorporating approved Changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and estimated costs and advise Owner and Engineer-Architect whenever projected costs exceed estimates. Cost control reports shall be included as part of the monthly Project report outlined herein.
- 3.4.3.16 Maintain at a location Approved by the Owner (such Approval not to be unreasonably withheld) a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records including without limitation all accounting working papers for a period of five (5) years after Final Acceptance or as otherwise Requested by the Owner. The Owner shall have access to all such accounting records including without limitation accounting working papers at any time during the performance of the Work during normal business hours and for a period of five (5) years after Final Acceptance.
- 3.4.3.17 Develop and implement a system for the preparation, review, and processing of Change Orders, and without assuming any of the Architect-Engineer's responsibilities for design or specifications, recommend necessary or desirable changes to the Owner and the Engineer-Architect, review requests for changes, and submit recommendations to the Owner and Architect.

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- 3.4.3.18 When requested by the Owner or Engineer-Architect, promptly prepare, and submit estimates of probable cost for Modifications proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.
- 3.4.3.19 Be responsible for initiating, maintaining, and supervising effective safety programs and require similar programs of the Subcontractors and sub-Subcontractors. The Occupational Safety and Health Administration (“OSHA”) guidelines, superseded by any stricter State laws or rules shall serve as the basis for the construction safety program.
- 3.4.3.20 Promptly Notify the Project Manager in writing, upon receiving verbal or written notice of filing of any charge of non-compliance from OSHA, or upon receiving verbal or written notice that a federal or state inspector plans to visit or is visiting the Project site.
- 3.4.3.21 At progress meetings with Subcontractors, review job safety and accident prevention measures and histories, and prepare minutes of such meetings that will be available to the Project Manager on Request. Provide for Project security as required by the Contract Documents to protect the Project site and materials stored off- or on-site, against theft, vandalism, fire, accidents, damage, or injury to person(s) or property, as necessary for job and location conditions.
- 3.4.3.22 Record the progress of the Project. Submit by electronic means written monthly progress reports to the Project Manager and the Engineer-Architect, including information on the Subcontractors’ Work, the percentage of completion, computerized updated monthly Scheduling Reports and Project Accounting Reports, including the estimated time to completion and the estimated cost to complete.
- 3.4.3.23 Keep a daily log available to the Owner and the Engineer-Architect.
- 3.4.3.24 Report and record such additional information related to construction as may be requested by the Owner.
- 3.4.3.25 Coordinate the removal, encapsulation, transportation, and disposal of any hazardous material including, without limitation, any asbestos or asbestos-related products as may be required in connection with the work. Handling and removal of hazardous material will be performed, if necessary, under separate contract with Owner. However, hazardous material described by federal guidelines brought onsite by the Construction Manager or the Subcontractors shall remain the Construction Manager’s responsibility for proper disposal and remediation. Any hazardous material not specifically shown on the design documents nor readily apparent from inspection of the Site, but

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present before the Effective Date on the site, shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the GMP for any additional costs incurred to the extent if any Authorized by the Owner through such City Council, City Manager, or Project Manager action as may be authorized by City Charter and ordinances depending on amount. Construction Manager's Request for such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

- 3.4.3.26 Comply promptly with all requirements of any federal and/or state funding agreements or conditions that apply to all or a part of the work, including preparing such reports, and make such certifications and representations as may be required by Owner or by such agreements or conditions.
- 3.4.3.27 Be responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- 3.4.3.28 Ensure that the materials and equipment provided for the Project will be of good quality and new, unless otherwise required or permitted by the Construction Documents, with no substituted materials except as may be specified by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. The Construction Manager shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Owner.
- 3.4.3.29 Review and approve As Built Drawings to ensure that they are kept up to date and that one (1) comprehensive master set of as-built drawings is current and available on the Site at all times. The Construction Manager shall maintain and timely deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.
- 3.4.3.30 Prepare final Project accounting.
- 3.4.3.31 Self-perform construction services only with Owner approval in accordance with Section 3.3.
- 3.4.3.32 Assist Owner in completion of Guarantee Work.
- 3.4.3.33 Assist Owner in the inspections completion and quality of Guarantee Work and, in the completion, and correction of all required warranty work generated by the inspections.

3.4.3.34 Close out and transfer of the Project to the Owner including the delivery of As-Built Drawings, warranties, guaranties, bonds, parts provided with delivery of equipment or materials to the Site, and maintenance and operating instructions after the Final Completion Date and acceptance by the Owner.

3.4.3.35 Unused excess materials, if any, that were purchased as part of the GMP shall become the Owner's property at Final Completion or, at the Owner's option, shall be sold by Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the GMP.

3.4.4 Upon Notice and with reasonable justification, the Owner shall have the right to direct the Construction Manager to remove or replace any personnel or Subcontractor at the Site whose conduct or performance is unlawful or that endangers public or Site safety. In such event, the Construction Manager shall promptly replace such personnel without consideration of additional compensation for the replacement. This removal is without prejudice to any civil or criminal remedies and police action.

3.5 Construction Manager's Staff

3.5.1 The Construction Manager shall maintain sufficient off-Site support staff, and competent staff authorized to act on behalf of the Construction Manager, to coordinate, inspect, provide general direction of the Work and progress of the Subcontractors, and to assure that the provisions of this Agreement are followed.

3.5.2 The Construction Manager shall keep Exhibit D updated, complete, and accurate. The Owner shall have the right to disapprove replacement personnel based on criminal history or lack of any legally required permits, licenses, or other authorizations or certifications.

3.5.3 As directed by the Engineer-Architect, there is to be held at the Construction Manager's field office, meetings of the representatives of the Subcontractors engaged about the Work, for furthering the progress of the Work and giving of clarifications by the Engineer-Architect.

3.5.4 A Project Manager and a Superintendent shall be assigned to the job until Final Completion. At the Owner's request, for good cause shown, the Construction Manager shall assign a different Project Manager or Superintendent to the Project. Any replacements shall have similar experience and qualifications to be considered by the Owner. The Owner shall have the right of approval of the qualifications of replacement personnel.

3.6 Job-Site Facilities

3.6.1 The Construction Manager shall arrange for all Site facilities necessary to enable the Construction Manager to perform its duties in the management, inspection, and supervision of the Project.

3.6.2 Field Offices and Sheds

3.6.2.1 The Construction Manager shall furnish and maintain the field office trailer(s) for use by the Construction Manager's on-site staff.

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- 3.6.2.2 The Construction Manager shall anchor all offices and sheds to the ground to withstand 157 miles per hour wind.
- 3.6.2.3 The Construction Manager shall place signage on the office trailer identifying Construction Manager.
- 3.6.2.4 The Construction Manager shall display outside the office trailer or at the perimeter gate of the Site, and/or elsewhere as may be required by applicable laws or rule, all permits and announcements, the display of which is required by law or rules.

3.6.3 Lines of Authority

- 3.6.3.1 The Construction Manager shall establish and maintain lines of authority for their personnel and shall provide this information to the Owner and all other affected parties such as the code inspectors of a Permitting Authority, the Subcontractors, the Engineer-Architect, and the Owner's Project Manager, to provide general direction of the Work and progress of the various phases and Subcontractors.
- 3.6.3.2 The Project Manager and/or Engineer-Architect may attend meetings between the Construction Manager and any or all Subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Project or to supervise the Subcontractors.

3.6.4 Schedule and Project Manual Provisions

- 3.6.4.1 The Construction Manager shall provide Subcontractors and the other members of the Construction Team each with updated and current copies of the approved Project Manual, in electronic or paper format along with the Project Schedule describing their respective milestones, beginning, and finishing dates, their respective responsibilities for performance, and the relationships of their work with respect to Subcontractors and suppliers.
- 3.6.4.2 The Construction Manager shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his Subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project schedule.

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- 3.6.4.3 The schedule shall include all stages of the construction work, material supplies, long lead time procurement, approval of Shop Drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Project Manager and the Engineer-Architect of their required participation in any meeting or inspection, giving each at least one week's notice unless such notice is made impossible by conditions beyond his control.
- 3.6.4.4 The schedule shall include milestones for progress of the Project Approved by the Owner.

3.6.5 Quality Control

- 3.6.5.1 The Construction Manager shall develop and maintain a program, acceptable to the Owner and Engineer-Architect, to assure quality control of the construction. The Construction Manager shall supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert his influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Engineer-Architect over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

3.6.6 Subcontractor Interfacing

- 3.6.6.1 The Construction Manager, through its Superintendent when the Construction Manager so elects, shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Project Manager and the Engineer-Architect.
- 3.6.6.2 The Construction Manager shall negotiate all Change Orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the Project Manager and Engineer-Architect of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each Change Order from the Owner. Before any work is begun on any Change Order, an Authorization from the Owner must issue. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety and Notify the Owner immediately.
- 3.6.6.3 The Construction Manager shall carefully review all Shop Drawings and then forward the same to the Engineer-Architect for review and action. The Engineer-Architect shall transmit them back to the

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Construction Manager who shall then issue the Shop Drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a control system to promote expeditious handling of Drawings. The Construction Manager shall request the Engineer-Architect to make interpretations of the Drawings or specifications requested of him by the Subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Project Manager and Engineer-Architect when timely response is not occurring at any stage of Drawing revision, review, approval, or compliance.

3.6.6.4 The Construction Manager exercise reasonable and diligent effort to assure that all labor employed by Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction Managers now or hereafter on the site of the Project.

3.6.7 Access To Site – Owner shall provide Construction Manager with full access to the site upon issuance of the Notice to Proceed.

3.6.8 Permits

3.6.8.1 The Construction Manager shall secure all required building and other permits from the applicable Permitting Authorities, the cost of which shall be considered a direct cost item and reimbursed to the Construction Manager by the Owner.

3.6.8.2 The City of Hutto waives all municipal, but not other, permit fees for the Project. However, fines and penalties will be assessed based upon the standard fee structure used by the City Development Services Department, with costs to be borne by the Construction Manager. Unless otherwise provided in the Contract Documents, the Construction Manager shall secure the building permits that are customarily secured by a General Contractor. The Construction Manager shall provide all documents to and obtain approval by the Permitting Authority prior to beginning construction.

3.6.9 Job Site Requirements

3.6.9.1 The Construction Manager shall provide for each of the following activities as a part of its Construction Services fee:

3.6.9.1.1 Maintain a log of daily activities, including major issues/decisions, manpower records, equipment mobilization and de-mobilization, weather, delays (reference to delays in the daily log shall not be a substitute for the written notice of claim requirements), etc.

3.6.9.1.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

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- 3.6.9.1.3 Enforce rules governing parking, clean-up, use of facilities and worker discipline.
- 3.6.9.1.4 Provide labor relations management for a harmonious, productive Project.
- 3.6.9.1.5 Provide a safety program for the Project. Monitor for Subcontractor safety compliance without relieving them of responsibilities to perform work in accordance with the best mandated safety practice.
- 3.6.9.1.6 Provide a safety meeting with the Project Manager and any City staff the Project Manager may designate prior to starting work on existing site.
- 3.6.9.1.7 The scheduling of services for independent testing laboratories that provide the necessary testing of materials to ensure conformance to the Contract Documents.
- 3.6.9.1.8 The distribution of all required Contract Documents including any required by the Permitting Authority's inspectors shall be provided electronically by the Construction Manager.
- 3.6.9.1.9 Keeping the Site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement.
- 3.6.9.2 At completion of the Work, the Construction Manager shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.6.9.3 If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charged against and reduce Guaranteed Maximum Price.

3.6.10 Job Site Administration

- 3.6.10.1 The Construction Manager shall provide Site administrative functions during construction to assure proper documentation, including but not limited to the following:
- 3.6.10.2 The Construction Manager shall hold weekly progress and coordination meetings to provide an easy flowing Project. Implement procedures and ensure timely Submittals, expedite processing Approvals, and return of Shop Drawings, samples, and other items.
- 3.6.10.3 The Construction Manager shall coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, and other required actions.
- 3.6.10.4 The Construction Manager shall review and coordinate each Subcontractor's Work, review, and implement revisions to the Schedule, and Monitor and promote safety requirements.

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- 3.6.10.5 The Construction Manager shall use the Site meeting as a tool for preplanning work and enforcing schedules and for procedures, responsibilities, and identification of authority for all to clearly understand. At the meetings, the Construction Manager shall:
 - 3.6.10.5.1 Identify who is responsible for follow up on any problems, delay items, or questions, and record the course for solution.
 - 3.6.10.5.2 Revisit each pending item at each subsequent meeting until resolution is achieved.
 - 3.6.10.5.3 Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.
- 3.6.10.6 The Construction Manager shall Provide staff to check Shop Drawings and to implement procedures for submittal and transmittal to the Engineer-Architect of such drawings for action, and closely monitor their submittal and approval process.
- 3.6.10.7 The Construction Manager shall review, approve, and submit to the Engineer-Architect, Shop Drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- 3.6.10.8 Submittals by the Construction Manager to the Engineer-Architect that are not required by the Contract Documents may be returned without action. At the time of submission, the Construction Manager shall Advise the Engineer-Architect if any Shop Drawings, product data or samples deviate from the requirements of the Contract Documents. All submissions shall be in accordance with the Project Manual and this Agreement.
- 3.6.10.9 The Construction Manager shall perform no portion of the Work requiring submittal and review of Shop Drawings, Project Data, Samples, or similar submittals until the respective submittal has been approved by the Engineer-Architect. Such Work shall be in accordance with approved submittals.
- 3.6.10.10 By approving and submitting Shop Drawings, product data, samples and similar submittals, the Construction Manager represents and warrants that the Construction Manager has determined and verified materials and field construction criteria related thereto, or will timely do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.6.10.11 The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer-Architect's approval of Shop Drawings, product data,

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samples, or similar submittals unless the Construction Manager has specifically Notifies the Engineer-Architect of such deviation at the time of submittal and the Engineer-Architect has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in the Shop Drawings, product data, samples, or similar submittals by the Engineer's-Architect's approval thereof.

- 3.6.10.12 The Construction Manager shall Request specific attention on or accompanying resubmitted Shop Drawings, product data, samples, or similar submittals, to revisions other than those requested by the Engineer-Architect on previous submittals. Informational submittals upon which the Engineer-Architect is not expected to take responsive action may be so identified in the Contract Documents.
- 3.6.10.13 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer-Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 3.6.10.14 The Construction Manager shall provide staff to closely monitor material and equipment deliveries, to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a control system to promote expeditious handling. He shall request the Engineer-Architect to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a control system to promote timely response. He shall advise the Project Manager and Engineer-Architect when timely response is not occurring on any of the above.
- 3.6.10.15 Payments to Subcontractors: The Construction Manager shall develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.
- 3.6.10.16 Document Interpretation: The Construction Manager shall refer all questions for interpretation of the documents prepared by the Engineer-Architect to the Engineer-Architect.
- 3.6.10.17 Reports and Project Site Documents: The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and the Engineer-Architect including information on the Subcontractors work, and the percentage of completion. Keep a daily log available to the Owner, the Engineer-Architect, and the Permitting Authority inspectors.
- 3.6.10.18 Subcontractor's Progress: The Construction Manager shall monitor the Subcontractor's work to ensure that, when complete, the

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Subcontractor's work meets the requirements of the Contract Documents and to maintain progress of the construction schedule.

3.6.11 Substantial Completion:

- 3.6.11.1 The Construction Manager shall ascertain and determine when the Work or designated portions thereof are ready for the Engineer-Architect's Substantial Completion inspection.
- 3.6.11.2 From the Engineer-Architects list of incomplete or unsatisfactory items, the Construction Manager shall prepare a schedule for their completion indicating completion dates for the Owner's review.
- 3.6.11.3 If the Construction Manager wishes the Engineer-Architect to conduct a pre-substantial completion inspection in conjunction with the Construction Manager's own forces, the Engineer-Architect will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule.
- 3.6.11.4 The Engineer-Architect will issue a certificate of substantial completion when all the work on his pre-substantial punch list has been accomplished.

3.6.12 Final Completion:

- 3.6.12.1 The Construction Manager shall monitor Subcontractors' performance on the completion of the Project and provide notice to the Owner and Engineer-Architect that the Work is ready for final inspection, secure and transmit to the Owner, through the Engineer-Architect, all required guarantees, affidavits, releases, bonds and waivers, manuals, Record Drawings, and maintenance books including the Contract Completion form.
- 3.6.12.2 Start-Up: With the Owner's personnel, the Construction Manager shall direct the checkout of utilities, operations, systems, and equipment for readiness and assist in their initial start-up and testing by the Trade Subcontractors.
- 3.6.12.3 Record Drawings: During the progress of the Work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical Subcontractors to record on their field sets of Drawings the exact locations, as installed, of all conduit, pipe, and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by Change Order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown in these drawings. Submittal documenting each of the changes shall be provided on electronic

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media as directed by the Owner, of which may include the File Transfer Protocol “FTP” site.

3.6.12.3.1 Upon completion of the Work, this data shall be recorded by hand.

3.6.12.3.2 Each such Drawing shall be noted “as Built” and shall bear the date and name of the Subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above. The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the Work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for this Project. The electronic media shall be submitted to the Engineer-Architect when completed, together with two sets of blue-line or black-line prints for certification and forwarding to the Owner, at the time of Final Completion.

3.6.12.4 The Construction Manager will maintain on a current basis, unless agreed to otherwise by the Project Manager and make available at the Job Site for inspection and copying if Requested by the Engineer-Architect or Project Manager by the next business day after such Request the following files and records to the extent they exist:

3.6.12.4.1 Contracts or Purchase Orders including without limitation all Exhibits, Modifications and Amendments;

3.6.12.4.2 Shop Drawing Submittal/Approval Logs;

3.6.12.4.3 Equipment Purchase/Delivery Logs;

3.6.12.4.4 Contract Drawings and Specifications with Addenda;

3.6.12.4.5 Warranties and Guarantees;

3.6.12.4.6 Cost Accounting Records, Construction Contingency Authorization log, Owners Construction Contingency Log;

3.6.12.4.7 Labor Costs;

3.6.12.4.8 Material Costs;

3.6.12.4.9 Equipment Costs;

3.6.12.4.10 Cost Proposal Requests;

3.6.12.4.11 Payment Request Records;

3.6.12.4.12 Meeting Minutes;

3.6.12.4.13 Cost-Estimates;

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- 3.6.12.4.14 Lab Test Reports;
- 3.6.12.4.15 Insurance Certificates and Bonds;
- 3.6.12.4.16 Contract Changes;
- 3.6.12.4.17 Purchase Orders;
- 3.6.12.4.18 Material Purchase Delivery Logs;
- 3.6.12.4.19 Technical Standards;
- 3.6.12.4.20 Design Handbooks;
- 3.6.12.4.21 "As Built" Marked Prints;
- 3.6.12.4.22 Operating & Maintenance Instruction;
- 3.6.12.4.23 Daily Progress Reports;
- 3.6.12.4.24 Monthly Progress Reports;
- 3.6.12.4.25 Correspondence Files;
- 3.6.12.4.26 Transmittal Records Inspection Reports;
- 3.6.12.4.27 Bid/Award Information;
- 3.6.12.4.28 Bid Analysis and Negotiations;
- 3.6.12.4.29 Punch Lists;
- 3.6.12.4.30 Project Manual; and
- 3.6.12.4.31 Material Safety Data Sheet – MSDS.

3.6.12.5 The Project records shall be available at all times to the Owner and Engineer-Architect for reference or review.

3.6.12.6 Weather Protection

3.6.12.6.1 The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.

3.6.12.7 Owner Occupancy

3.6.12.7.1 The Construction Manager shall provide services during the construction stage that will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the Work as completed by

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the Construction Manager in such conditions as will satisfy Owner operational requirements.

- 3.6.12.8 The Engineer-Architect with the Owner shall conduct the Construction manager's preliminary punch list inspection and coordinate the Construction Manager's completion of all punch list work to be done with Owner occupancy requirements in mind.
- 3.6.12.9 The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for building operators.
- 3.6.12.10 The Construction Manager shall secure required guarantees and warranties, assemble, and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- 3.6.12.11 The Construction Manager shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

3.6.13 Self-Performed Labor and Materials

- 3.6.13.1 Construction Manager may self-perform some portion of the Work upon written approval of the Owner by use of the Self Performed Work Authorization Form, Exhibit E.
- 3.6.13.2 For all work desired to be self-performed by the Construction Manager the following conditions apply:
 - 3.6.13.2.1 The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from Trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions.
 - 3.6.13.2.2 The Construction Manager may seek to perform portions of the work itself if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors; and the Owner determines that the

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Construction Manager's bid or proposal provides the best value for the Owner.

3.6.13.2.3 Self-Performed Work Authorization Form (Exhibit E) shall be Submitted by the Construction Manager and Approved by the Owner.

3.6.13.2.4 The Construction Manager shall participate in the subcontractor bidding process as a subcontractor and provide a sealed bid for the portion of Work desired. The Construction Manager shall open their own sealed bid at the same time as the bids for the other bidders are opened with an Owners representative present. If the Construction Manager is determined to be the low bidder through such bidding process, the Construction Manager shall provide written notice to the Owner setting forth the portion of the Work Construction Manager shall provide. Once approved, no changes shall be made to the self-performed work without prior written approval of the Owner.

3.6.13.2.5 The total value of self-performed work shall be less than 30% of the GMP.

3.6.13.2.6 Construction Manager may self-perform construction services as authorized by law in cases of emergency by use of the Self Performed Work Authorization Form.

3.6.14 Supervision and Construction Procedures

3.6.14.1 The Construction Manager shall supervise and direct the Work, using the highest quality established by industry standards. The Construction Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

3.6.14.2 The Construction Manager shall be responsible to the Owner for the acts and omissions of the Construction Manager's employees, Subcontractors and their agents and any employees and other persons performing portions of the Work under contract with the Construction Manager.

3.6.14.3 The Construction Manager shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer-Architect in the Engineer-Architect's administration of the Agreement, or by tests, inspections or approvals required or performed by persons other than the Construction Manager. The Construction Manager shall be responsible for inspection or portions of Work already performed under this Agreement to determine that such portions are in proper condition to receive subsequent Work.

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3.6.14.4 The Construction Manager shall inspect all materials delivered to the site and shall reject any materials that will not conform to the Contract Documents when properly installed.

3.6.14.5 The Construction Manager shall be responsible for and coordinate any and all inspections required by the Owner and/or Engineer-Architect or any other governmental body having jurisdiction over the Project. Failure to obtain any required approval because of failure of the Construction Manager to conform to the Contract Documents shall not extend the Contract Time, and the Construction Manager shall not be entitled to an increase in the GMP.

3.6.15 Disclosure of Project Information

3.6.15.1 The Construction Manager specifically acknowledges that he is aware of the potential security and safety problems that might arise from a disclosure of the matters upon which it is working. Accordingly, he will take all actions necessary to ensure that building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of any building, arena, stadium, water treatment facility, utility lines, other utility facilities, or other structure owned or operated by the Owner or any security system plans relating to any such building, arena, stadium, water treatment facility, other structure, will not be disclosed to any entities or persons except to enable that entity or person to perform work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the Owner; as required by law; or upon an order of a court of competent jurisdiction. In addition, the Construction Manager will take all actions necessary to ensure that the entities or persons receiving such information will maintain the non-disclosure status of the information.

3.6.15.2 The provisions, including without limitation, the exemptions from disclosure, under the Texas Public Information Act apply to the Contract Documents and all communications related to the Project, the disclosure or non-disclosure of which are addressed in more detail in below Section 24.5 regarding Public Records.

4 OWNER'S RESPONSIBILITIES

4.1 Owner's Responsibilities Generally

- 4.1.1 The Owner shall provide full information regarding its requirements for the Project to the Construction Manager.
- 4.1.2 The Owner shall pay the Construction Manager in accordance with this Agreement.
- 4.1.3 The Owner shall establish and maintain lines of authority for its personnel and shall provide this information to the Construction Manager and all other affected parties.

4.2 Owner's Representative

- 4.2.1 The Owner shall designate an individual as its representative the Project Manager, who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Changes and other matters as directed by the Owner. Such Project Manager shall render decisions promptly and furnish information expeditiously to the Construction Manager. The Owner may replace the Project Manager at the Owner's discretion upon Notice to the Construction Manager and to the other member of the Project Team. If no Project Manager has been designated, the Engineer-Architect shall perform the functions of the Project Manager.

4.3 Architect and Engineers Agreement

- 4.3.1 Except to the extent that the Owner designates individual members of City staff as the Engineer, Architect, or Engineer-Architect, the Owner shall retain an Engineer-Architect for design and to prepare construction documents for the Project. The Engineer-Architect's services, duties and responsibilities are described in any Agreement between the Owner and the Engineer-Architect, a copy of which will be furnished to the Construction Manager upon request. The agreement between the Owner and the Engineer-Architect may be modified as permitted by the terms of that agreement. In the event any modification of the agreement between the Owner and the Engineer-Architect is determined by the Owner to impact the work of the Construction Manager, the Owner shall provide written notification to the Construction Manager of such modifications.

4.4 Site Survey and Reports

- 4.4.1 The Owner shall provide, for the Site of the Project, all surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, utility locations, covenants, deed restrictions and a legal description.

4.5 Approvals and Easements

- 4.5.1 The Owner shall pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities as reimbursables to the Construction Manager.

4.6 Drawings and Specifications

- 4.6.1 The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

4.7 Cost of Surveys & Reports

- 4.7.1 The services, information, surveys, and reports required by the above Sections shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

4.8 Project Fault Defects

- 4.8.1 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, Owner shall give prompt written notice thereof to the Construction Manager and Engineer-Architect.

4.9 Funding

- 4.9.1 The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 4.9.2 This Agreement, all Contract Documents, and the authorization for and payment for all Work on the Project are conditioned on and subject to reservation and appropriation by the Owner of funds.

4.10 Lines of Communication

- 4.10.1 The Owner and Engineer-Architect shall communicate with the Subcontractors, vendors, and suppliers only through the Construction Manager.

5 PERMITTING AND INSPECTION

5.1 Permitting and Inspection Generally

- 5.1.1 Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Permitting Authority.
- 5.1.2 The building permitting and code inspection requirements shall be as described in this Section 5.

5.2 Permitting and Permits

- 5.2.1 The Construction Manager shall recognize and coordinate with any and all Permitting Authorities.
- 5.2.2 The Construction Manager shall provide the required information to each Permitting Authority and obtain approval from the Permitting Authority having jurisdiction of Work prior to beginning any Work for which permitting is required.

5.3 Code Inspections

- 5.3.1 All Work requires detailed code compliance inspections during construction as may be determined by the applicable Permitting Authority, normally including, without limitation, structural, mechanical, electrical, plumbing, and general building safety. Inspection personnel will be provided by the Permitting Authority with jurisdiction over specific Work.
- 5.3.2 The Construction Manager shall obtain the names, addresses, telephone numbers, and electronic mail addresses of the inspectors from the Permitting Authorities.
- 5.3.3 The Construction Manager shall request the appropriate inspections prior to the Work being covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction of Work that was covered up prior to inspections shall be borne by the Construction Manager.
- 5.3.4 All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.
- 5.3.5 Cost for all re-inspections of Work found defective and/or covered up and subsequently repaired shall be borne by the Construction Manager.
- 5.3.6 The Construction Manager shall ascertain the identity and office of each purported inspector before that individual first inspects at the Site by, without limitation, reading the purported

inspector's badge or identification card and, if the Construction Manager deems it appropriate, by communicating with the relevant Permitting Authority.

5.4 Applicable Laws, Statutes, Regulations

- 5.4.1 It is not the Construction Manager's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, building codes, rules, and regulations. However, if the Construction Manager observes that portions of the Contract Documents are at variance therewith, the Construction Manager shall promptly Notify the Engineer-Architect and Project Manager, and make necessary Modifications as directed by the Project Manager.
- 5.4.2 If the Construction Manager performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such Notice to the Engineer-Architect and Project Manager, the Construction Manager shall assume full responsibility for such Work, and shall bear the attributable costs and liability.

6 SUBCONTRACTS

6.1 Subcontractors' Qualifications

- 6.1.1 Subcontractors should have successfully completed a substantially equivalent level of work on a similar project. Subcontract bidders must meet the standard of the Construction Manager's established pre-qualification requirements and should demonstrate experience, and financial condition. Subcontractors should also demonstrate that adequate personnel and equipment are available to properly perform the scope of work within the scheduled time for completion.
- 6.1.2 All Subcontractors and Sub-subcontractors shall be authorized to do business in the State of Texas and have and maintain all required professional licenses, certifications, and other qualifications from or recognized by the State of Texas for those Trades that require such, and, to maximum extent required by law, such additional professional licenses, certifications, and other qualifications from or recognized by the City.
- 6.1.3 Subcontractor Bids
 - 6.1.3.1 The Construction Manager shall establish the process for the solicitation of Subcontractor bids in accordance with this Agreement.
 - 6.1.3.2 All Subcontractor bids or proposals shall be made available to the public after the later of the award of the subcontract or the seventh day after the date of final selection of bids or proposals for subcontracts.
- 6.1.4 Award of Subcontracts
 - 6.1.4.1 After the Construction Manager has reviewed each ITB and is satisfied that the Subcontractor is qualified to perform the work, the Construction Manager shall award contracts to the Subcontractor that provides the best value following the Approval by Owner to the extent that such Approval may be required herein.
 - 6.1.4.2 The Construction Manager, within five (5) Days of each subcontract bid opening, shall furnish in writing to the Project Manager, a tabulation along with the names of the persons or entities (including

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those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Construction Manager in writing stating whether or not the Owner or the Engineer-Architect has reasonable objection to any such proposed person or entity. Failure of the Owner and Engineer-Architect to reply promptly shall constitute Notice of no reasonable objection.

6.1.4.3 The Construction Manager shall not contract with any such proposed person or entity to which the Project Manager has made reasonable and timely objection.

6.1.4.4 Following the Solicitation of Bids, if the Owner or the Engineer-Architect has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose the next Subcontractor that provides the best value whom the Owner or the Engineer-Architect has no objection based on the bids received. The proposed base cost for construction shall be increased or decreased by the difference in cost occasioned by such change. If necessary, an appropriate construction Change Order shall be issued.

6.1.4.5 The Construction Manager shall not change a Subcontractor, person, or entity previously selected if the Owner or Engineer-Architect makes reasonable objection to such change.

6.2 Subcontracts Provided

6.2.1 Within ten (10) days of the execution of each Subcontract, the Construction Manager shall submit a notice of the executed Subcontract and any supplementary general or special conditions to the Owner and submit such documents to the City via a web-based Project Management site or other City-approved electronic system or other method. The Construction Manager shall include a copy of each subcontract, including the supplementary general or special conditions, and the Project Manual.

6.3 Subcontractor Bonding Requirements

6.3.1 On subcontracts where the bid exceeds \$100,000.00, the Construction Manager may require Subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Texas by the Department of Insurance. Costs for such bonds or other forms of surety shall be reimbursed by the Owner within the GMP.

6.4 Subcontractual Relations

6.4.1 By appropriate agreement, written where legally required for validity, the Construction Manager shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager, by these Documents assumes toward the Owner and Engineer-Architect.

Exhibit A

- 6.4.2 Each Subcontract agreement shall preserve and protect the rights of the Owner and Engineer-Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontract agreement, the benefit of all rights, remedies and redress against the Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. The Construction Manager shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.
- 6.4.3 The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed Subcontract agreement which may be at variance with the Contract Documents and require Subcontractors to make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 6.4.4 If a selected Subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Construction Manager may itself fulfill, without advertising, the contract requirements or select a replacement Subcontractor to fulfill the subcontract requirements.
- 6.4.5 Not used.
- 6.4.6 The Subcontractor must agree to provide field (on-site) supervision through a superintendent for each Trade included in the subcontract. In addition, the Subcontractor shall assign a qualified employee for scheduling direction for its work.
- 6.4.7 All subcontracts shall provide:
 - 6.4.7.1 That the Subcontractor's exclusive remedy for delays in the performance of the contract between the Construction Manager and Subcontractor caused by delays claimed to be caused by the Owner or Engineer-Architect or attributable to the Owner or Engineer-Architect and including claims based on breach of contract or negligence, shall be an extension of its contract time. It shall explicitly provide that there shall be no damages for delay to Subcontractor.
 - 6.4.7.2 That, in the event of a change in the Work, the Subcontractor's claim for adjustments in the Contract Sum are limited to the following items:
 - 6.4.7.2.1 Cost of labor using the rates specified by the Change Order Rate Schedule (Exhibit G);
 - 6.4.7.2.2 Cost of materials, supplies and equipment including transportation;
 - 6.4.7.2.3 Rental costs of machinery and equipment exclusive of hand tools; and
 - 6.4.7.2.4 Cost of premiums for additional bonds and insurance, fees and taxes related to the change.
 - 6.4.7.2.5 Any and all additional subcontract provisions required by Exhibit J.
 - 6.4.7.3 Failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

6.5 Responsibilities for Acts and Omissions

- 6.5.1 The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract with the Construction Manager.

7 SCHEDULE, TIME OF COMMENCEMENT, LIQUIDATED DAMAGES, AND SUBSTANTIAL COMPLETION

7.1 Contract Time and Milestones

- 7.1.1 When the GMP is established as provided for in Section 8, by and through an Amendment to this Agreement in the form provided by Exhibit A or otherwise, the Contract Time and any progress milestones shall be established, and the dates of Substantial Completion and Final Completion shall be determined.
- 7.1.2 The Construction Manager acknowledges that failure to complete the Project within the Contract Time may result in damages to the Owner.
- 7.1.3 Warranties called for by this Agreement or by any other Contract Document shall commence on the date of Substantial Completion of the Project, and shall survive this Agreement for the longer periods as provided in this Agreement or by the terms of the respective warranties.

7.2 Liquidated Damages

- 7.2.1 Time is the essence of Agreement, and that in case of the failure on the part of the Construction Manager to achieve Substantial Completion and Final Completion within the Contract Time established in the Amendment to this Agreement, the Owner will be damaged thereby.
- 7.2.2 The amount of said damages that would be sustained by the Owner as a consequence of a delay in Substantial Completion or Final Completion, inclusive of expenses for inspection(s), Engineer's-Architect's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, is impossible to precisely ascertain as of the Effective Date.
- 7.2.3 As for the amount of the damages, it is hereby agreed that the amount of such damages shall be two-hundred fifty dollars (\$250.00) every calendar day delay for which the Contractor fails to achieve Substantial Completion of the Work in excess of the number of calendar days prescribed for the Project Schedule, subject to extension of time as provided in this Agreement. The Construction Manager hereby agrees that said sum shall be deducted from monies due Construction Manager under the Agreement, or if no money is due the Construction Manager, the Construction Manager hereby agrees to pay to the Owner as liquidated damages and not by way of penalty, such total sum as shall be due for such duly computed aforesaid. It is also expressly agreed that these liquidated damages do not include any additional fees and/or charges which may be charged to the Owner by any third party as a result of the Construction Manager's failure to achieve Final Completion within the required time, and the Construction Manager further agrees that it shall reimburse the Owner such additional fees and/or charges in addition to the liquidated damages established in this Agreement.
- 7.2.4 The Parties agree that the above method of calculating liquidated damages is reasonable and waive any objection thereto. .

7.3 Substantial Completion

- 7.3.1 The Construction Manager's request for Substantial Completion Inspection, to establish a punch list, shall constitute the Construction Manager's representation and warranty that all Work is complete and properly installed. If, at that time, the Owner Advises that the job is not ready or is incomplete, the inspection will be cancelled and rescheduled. Any re-inspection costs will be borne by the Construction Manager.
- 7.3.2 When the Project is Substantially Complete and ready for inspection, the Engineer-Architect, Owner, and the Construction Manager will jointly inspect the Work and develop a comprehensive list (punch list) of all items that are required for satisfactory Final Completion of the Project.
- 7.3.3 Following that joint inspection, the Engineer-Architect shall provide the Construction Manager and the Owner with a comprehensive list of items that must be rendered complete, satisfactory, and acceptable. The list must be provided within thirty (30) days. The Construction Manager shall have the time permitted by this Agreement to fully satisfy and complete that list or shall pay the liquidated damages set forth herein. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Construction Manager to complete all the construction services purchased pursuant to the contract.
- 7.3.4 Upon proper and satisfactory completion of the Work identified on the list, and the satisfaction of all non-construction requirements such as but not limited to providing the appropriate warranties and other required documentation the Construction Manager may submit a payment request for all remaining retainages being withheld by the Owner. If a good faith dispute exists as to whether one or more of the items identified on the list have been completed in accordance with the contract, the Owner will be entitled to withhold payments payment only in accordance with the Texas Government Code.
- 7.3.5 Should the Construction Manager, in whole or in part, fail to cooperate in the inspection and preparation of the final completion list of Work as detailed in Exhibit H, or should the Construction Manager fail to perform its responsibilities with regard to the development of the list, the Owner will be entitled to withhold payments payment in accordance with the Texas Government Code.

8 GUARANTEED MAXIMUM PRICE

8.1 Guaranteed Maximum Price For Construction

- 8.1.1 Exhibit A attached to this Agreement establishes the Total Guaranteed Maximum Price for the Total Cost of Construction of Phase I of the Project. Such Guaranteed Maximum Price will be subject to modification for Changes in the Work, however, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs and General Condition items (as defined in Section 10 herein), of the Project plus the Construction Manager's Fees, less any Contingency balance, or the GMP, whichever is less, after Final Completion.

8.2 Taxes

- 8.2.1 The GMP will only include those taxes in the cost of the Project, which are legally enacted at the time the GMP is established.

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- 8.2.2 The GMP will not include any taxes which the Owner or the Construction Manager is exempt from paying.

8.3 Supporting Documents for GMP submittal

- 8.3.1 The Construction Manager shall Submit a GMP Document for Owner approval for each Stage of Work. The Document shall have a cover page identifying the Project as stated in this Agreement and the Stage or Stages of Work for which the Document is submitted if not for the entire project. The Document shall be in accordance with the Project Manual and shall include each of the following items bookmarked or tabbed separately, except to any extent the Owner may Waive or Excuse such requirement:

8.3.1.1 Executive Summary

8.3.1.2 Qualifications & Clarifications

8.3.1.3 Guaranteed Maximum Price Summary- Which shall include the following:

8.3.1.3.1 An itemized GMP Summary (Exhibit B);

8.3.1.3.2 A detailed list of an Owner accepted value engineering items;

8.3.1.3.3 Allowances; and

8.3.1.3.4 Required Submittals:

8.3.1.3.5 Exhibit D - Construction Team Assigned and Services;

8.3.1.3.6 Pay Application – In substantial conformance to a form reasonably approved by Owner; and

8.3.1.3.7 List of all Subcontractors.

8.3.1.4 Construction Detail Summary Sheet – A detail using Construction Specifications Institute Division per the GMP Summary (Exhibit B) of the purchased and unpurchased Scope of Work.

8.3.1.5 List of Allowances, with a detailed description and amount, in the GMP Summary (Exhibit B).

8.3.1.6 Schedule of Values- subdivided by Stages and tasks, if applicable, Identifying the bidder selected for each item of Work with their bid amounts and separately Identifying the dollar value estimates for all Work not included in the bid (un-purchased).

8.3.1.7 A letter or other signed Writing certifying the percentage of Work and indicating the actual items of the Work to be performed by the Construction Manager.

8.3.1.8 Project Schedule s as required.

8.3.1.9 Document List (drawings, specifications, other documents).

8.3.1.10 Bid Tabulation Summary: The Construction Manager shall submit separately a Bid Tabulation Summary which shall include a Bid Tabulation for each item of Work bid within the Schedule of Values with a copy of each bid listed on the Bid Tabulation.

8.3.1.11 Construction Manager Fee

9 PAYMENTS TO CONSTRUCTION MANAGER

9.1 Payment Generally

- 9.1.1 The Construction Manager shall commence Work upon receipt of a Notice to Proceed from the Owner in the form set out in Exhibit A1.
- 9.1.2 The first monthly payment shall follow the issuance of the Notice to Proceed, and the final monthly payment shall be paid only when the Work for the Project is fully and finally completed and Occupancy of the Project accepted by the Owner
- 9.1.3 For changes in the Project, which, excluding any negligent acts that may have been caused by the Construction Manager or its Subcontractors, extends or reduces the Final Completion date specified on the Construction Notice To Proceed, payment may be Renegotiated.
- 9.1.4 Construction Managers Exclusive Remedy: In the event the Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Engineer-Architect, or is attributable to the Owner or the Engineer-Architect, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date, without prejudice to any Request by the Construction Manager to amend this Agreement or for a Change Order or other Modification.

9.2 Direct Costs

- 9.2.1 Subject to Modifications including without limitation increases and decreases in the scope of work or Contract Time, the Owner's obligations for payment of direct costs provided in this Section 9 are conditional upon a GMP remaining at no more than two hundred seventy-seven thousand eighty-seven dollars (\$277,087) including a maximum thirty-thousand dollar (\$30,000) Owner's Contingency that will not be available to or payable to the Construction Manager except as provided in Section 9.6, leaving a net GMP now available of no more than two hundred forty-seven and eighty-seven dollars (\$247,087) as reflected in the STR Proposal for Hutto Fritz Park Improvements — Phase 1 — Costs dated December 4, 2023 (the "STR Cost Proposal").
- 9.2.2 The Owner agrees to pay the Construction Manager as Direct Cost items the amounts necessarily incurred in the Project by the Construction Manager during the Construction stage and actually paid by the Construction Manager, up to the amount of two hundred twenty-three thousand two hundred fifty-two dollars (\$223,252) as provided for the Direct Costs Category in the STR Cost Proposal. Such payment shall be paid proportionally to the Schedule of Values attached to this Agreement. All other identifiable expense items and costs related to emergency conditions shall be itemized in Division 1 (General Requirements related to Site) of the GMP Summary.
- 9.2.3 Requests for Payment submitted by the Construction Manager for these Direct Cost expense items shall be submitted monthly in sufficient detail for a proper pre-audit and post-audit thereof. The Owner may Require reasonable categorization within such Requests.

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9.2.4 Expenses for travel to and from the Site for the Construction Manager and its employees are not an allowable General Condition or travel expense.

9.2.5 Discounts and Penalties from Non-Parties

9.2.5.1 All discounts to the Owner or Construction Manager from non-Parties for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments.

9.2.5.2 All Trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the cost of the Project.

9.2.5.3 All penalties imposed by non-Parties including without limitation administrative, civil, and criminal fines, fees, and penalties, and fees or penalties for late payment incurred by the Construction Manager or any Subcontractor will be paid by the Construction Manager or Subcontractor at no cost to the Owner.

9.2.6 Schedule of Values

9.2.6.1 The Construction Manager shall Submit to the Owner for reasonable consideration, Approval or Disapproval in whole or in part a preliminary Schedule of Values prior to the initial Request for Payment. The line items in the initial Schedule of Values shall conform to those in the then-current Block Construction Schedule or Explain any material divergence. Each line item of the Work in the preliminary Schedule of Values shall separately show the value of Direct Costs and Indirect Cost compared to the GMP consistent with generally recognized estimating guides and supported by such data necessary to substantiate its accuracy, including the itemization of required bonds and insurance.

9.2.6.2 The Construction Manager shall Update the Schedule of Values at least monthly to keep it current and Submit the then-current Schedule of Values with or as part of each Request for Payment.

9.2.6.3 The Owner shall not be obligated to pay the initial Request for Payment until there is an Approved preliminary Schedule of Values, nor any subsequent Request for Payment that is not accompanied by a then-current Schedule of Values if which the Owner Approves. Payment of a Request for Payment constitutes the Owner's Approval of the corresponding Schedule of Values.

9.3 Indirect Costs

9.3.1 Subject to Modifications including without limitation, changes and additions as permitted by the Contract Documents, the Owner's obligations for payment of indirect costs provided in this Section 9.3 are conditional upon a GMP of no more than two hundred seventy-seven thousand

eighty-seven dollars (\$277,087) including a thirty-thousand dollar (\$30,000) Owner's Contingency that will not be available to or payable to the Construction Manager except as provided in Section 9.6, leaving a net GMP now available of no more than two hundred forty-seven and eighty-seven dollars (\$247,087) as reflected in the STR Proposal for Hutto Fritz Park Improvements — Phase 1 — Costs dated December 4, 2023 (the "STR Cost Proposal").

- 9.3.2 The Owner agrees to pay the Construction Manager as Indirect Cost items the amounts necessarily incurred in the Project by the Construction Manager during the Preconstruction and Construction stages and actually paid by the Construction Manager, up to the amount of seven thousand six hundred and seventy dollars (\$7,670) as provided for the Indirect Costs Category in the STR Cost Proposal. If the Project Time is extended by the Owner other than at the Request of the Construction Manager, the Construction Manager shall be entitled to change order for additional Indirect Costs incurred.
- 9.3.3 Requests for Payment submitted by the Construction Manager for these Indirect Cost items shall be submitted monthly for expenses actually and necessarily incurred and in sufficient detail for a proper pre-audit and post-audit thereof.

9.4 Construction Manager Fee

- 9.4.1 Subject to Modifications including without limitation changes and additions as provided by the Contract Documents, the Owner's obligations for payment of the Construction Manager Fee as provided in this Section 9.4 are conditional on GMP remaining at no more than two hundred seventy-seven thousand eighty-seven dollars (\$277,087) including a thirty-thousand dollar (\$30,000) Owner's Contingency that will not be available to or payable to the Construction Manager except as provided in Section 9.6, leaving a net GMP now available before payment of any Owner's Contingency of no more than two hundred forty-seven and eighty-seven dollars (\$247,087) as reflected in the STR Proposal for Hutto Fritz Park Improvements — Phase 1 — Costs dated December 4, 2023 (the "STR Cost Proposal").
- 9.4.2 For services provided during and related to the Preconstruction and Construction stages, the Owner agrees to pay the Construction Manager as the Construction Manager's Fee the amount of sixteen thousand one hundred and sixty-five dollar (\$16,165) in equal monthly installments based on the Owner-approved Master Schedule or such other Schedule upon which the Parties may Agree, commencing with first payment of the Direct Costs upon the Construction Manager's initial Request for Payment.
- 9.4.3 Any unpaid balance of the Fee shall be paid upon Final completion.

9.5 Retainage

- 9.5.1 The Owner will withhold from each payment otherwise due for Direct Cost and Indirect Cost items upon a Request for Payment a percentage of the payment as retainage not exceeding ten percent (10%) of the amounts Requested for those items.
- 9.5.2 When Approved by the Owner, certain suppliers and Subcontractors may be paid the entire amount due when such payment is generally the practice of the industry.
- 9.5.3 The Owner will not withhold retainage from the Construction Manager's Fee, without prejudice to the Owner's remedies as to such fee for default or other cause or event.

9.6 Owner's Contingency

- 9.6.1 The GMP includes a maximum of \$30,000 for the Owner's Contingency.
- 9.6.2 The Owner's Contingency will be available only to the extent of the Owner's Approval and only for use for items including, but not limited to, Owner, Engineer-Architect or Construction Manager Request items, outside agency requirements, unforeseen conditions and additional cost of Work necessarily incurred as a result of design error/omission. The authorization for use of the Owner's Contingency shall be by Approval of the Owner's Contingency Use Authorization Form. (Exhibit K) Prior to the authorization for use of the Contingency Use Authorization Form, the Construction Manager shall furnish documentation, Approved by the Engineer-Architect, justifying the expenditures that the Construction Manager requests to be funded from the Owner's Contingency. Adjustments to the Owner's Construction Contingency shall be displayed monthly in the PMIS or other Owner-approved form of monthly schedule.
- 9.6.3 The Owner's Contingency amount may be increased or reduced at any time by Agreement of the Parties as provided by a Change Order. The Owner has no obligation to maintain or restore the amount of the Owner's Contingency to replenish it in the amount of any payments from the Owner's Contingency.
- 9.6.4 The provisions of Section 9.4.1 apply to the Owner's Contingency.

9.7 Monthly Statements

- 9.7.1 The Construction Manager shall Submit to the Owner as part of its monthly Request for Payment on the first day of each calendar month a statement, along with the cost reports required under Section 3.2.3.4, showing in detail all monies paid out, costs accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Section 9 of this Agreement. This data shall be attached to each Request for Payment including for Final Payment Affidavit (Exhibit I).

9.8 Final Payment

- 9.8.1 Final payment constituting the unpaid balance of the cost of the Project and the Construction Manager's fee, shall be due and payable as described In Section 9 of this Agreement within thirty (30) calendar days after Substantial Completion of Phase I of the Project and Construction Manager's verification by its signature that it has completed all items specified on the attached Exhibit H. However, if there should remain work to be completed, the Construction Manager and the Engineer-Architect shall list those items prior to requesting final payment and the Owner may retain a sum equal to ten (10) percent of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager monthly, the amount retained for each incomplete item after each of said items is completed.
- 9.8.2 The Final Payment requires that the Construction Manager submit to the Engineer-Architect all submittals as itemized on Exhibit H for the payment application.
- 9.8.3 The acceptance of Final Payment shall constitute a waiver of all claims by the Construction Manager except those previously made in writing, in accordance with the requirements of the Contract Documents, and identified by the Construction Manager as unsettled at the time of Final "Application and Certificate for Payment."

- 9.8.4 The making of final payment shall not constitute a waiver of any claims by the Owner and shall not relieve the Construction Manager of the responsibility for negligence, defects of manufacture, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein; and upon written notice by the Owner, the Construction Manager shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

9.9 Payments to Subcontractors

- 9.9.1 The Construction Manager shall, within 10 days after receipt of payment from the Owner, pay the amounts due to Subcontractors. Before issuance of final payment by the City to the Construction Manager without any retainage, the Construction Manager shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied or will be paid upon receipt of payment, warranty information is complete, as-built markups have been submitted and instruction for the Owners operating and maintenance personnel is complete.
- 9.9.2 Final payment may be made to certain select Subcontractors whose work is satisfactorily completed prior to the total completion of each stage of the Project but only upon Approval of the Owner.

9.10 Delayed Payments by Owner

- 9.10.1 The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:
- 9.10.1.1 Any claims are made against Construction Manager by Owner or third parties, or if reasonable evidence indicates the probability of the making of any such claim;
 - 9.10.1.2 Construction Manager is in default of any Agreement condition;
 - 9.10.1.3 Defective work or material is not remedied;
 - 9.10.1.4 Construction Manager persistently fails to carry out the Work in accordance with the Contract Documents;
 - 9.10.1.5 Construction Manager fails to Submit the information required by this Agreement; or
 - 9.10.1.6 Construction Manager fails to Submit an owner approved updated Schedule with each Application for Payment.
- 9.10.2 If claims or purported liens filed against Construction Manager or Owner connected with performance under this Agreement for time periods for which the Construction Manager has been paid, are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may withheld payments or other monies due Construction Manager under the Agreement.

- 9.10.3 If any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's Project Manager, the Construction Manager may forward the disputed invoice or payment request and a written description of the dispute to the City Manager.
- 9.10.4 The Texas Prompt Payment Act provisions that apply to local government contracts, Texas Government Code Sections 2251.001, et seq., govern all payment due dates, applicable interest, and other matters within the scope of said sections under this Agreement and under other Contract Documents.
- 9.10.5 Payments for Materials and Equipment

9.10.5.1 Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

9.11 Withholding Payments To Subcontractors

- 9.11.1 The Construction Manager shall not withhold payments due to Subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and Project bookkeeping as required.

9.12 Written Guarantee

- 9.12.1 The Construction Manager shall and does hereby guarantee the Work and shall remedy any defects due to faulty materials or workmanship which appear within one (1) year as provided herein, in Section 24, and in the Contract Documents, unless a longer period is specified in the Contract Documents, from the date specified as the date for Substantial Completion. Neither the final payment nor any provisions in the Contract Documents shall relieve the Construction Manager of the responsibility for negligence, defects of manufacture, faulty materials, or workmanship, and upon receipt of written Notice, Construction Manager shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom. If any purported lien or claim remains unsatisfied after all payments are made, the Construction Manager shall refund to the Owner all monies that the latter may be compelled to pay in discharging such purported liens or claims, including all costs and reasonable Attorney's fees.

10 CANCELLATION AND TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Cancellation and Termination by the Construction Manager

- 10.1.1 The Construction Manager may cancel and terminate this Agreement for cause only under the following grounds:
- 10.1.1.1 If the Project is stopped for a period of thirty (30) days due to a Force Majeure Event listed in Section 24.11;
- 10.1.1.2 If the Project is stopped for a period of fifteen (15) days or more by the Owner without authority under this Agreement; or

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10.1.1.3 If the Owner fails to make payments under this Agreement (which failure is not based on any act or fault on the part of the Construction Manager) for -thirty (30) days or more unless all or a portion of the payment is disputed.

10.1.2 The Construction Manager's cancellations and termination for cause becomes effective only after:

10.1.2.1 The Construction Manager Sends Notice of termination of this Agreement stating all grounds for termination, requesting payment for all work executed that the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including termination fee of 7% of work not performed , and terminal expenses incurred by the Construction Manager.

10.1.2.2 The Construction Manager shall not Request and the Owner shall not pay, any money under the Section for any Work, fee, or expense that the Construction Manager performed, caused to be performed, or incurred after the Construction Manager Sent the Notice of termination unless the Owner had Approved such Work, fee, or expense in advance or to the extent such Work, fee, or expense was necessary or protect the site or minimize Owner's damages or expense anticipated from cancellation or termination of this Agreement.

10.1.2.3 No other payment shall be requested by Construction Manager or made by Owner if the Construction Manager cancels or terminates this Agreement for cause except as provided in this Section 10.1.

10.1.3 The Construction Manager shall, as a condition of receiving the payments referred to in this Section 13, execute and deliver a written release of all claims against Owner and all papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments.

10.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause

10.2.1 If the Construction Manager fails to perform any of its obligations under this Agreement including any obligation it assumes to perform work with its own forces, the Owner, after thirty (30) days' Notice during which period the Construction Manager fails to correct such obligation or make sufficient progress to cure and make good such deficiencies, terminate this Agreement by sending Notice of termination of this Agreement to the Construction Manager stating all grounds for termination and perform or have performed the unperformed obligation(s) of the Construction Manager. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies.

10.2.2 If the Construction Manager makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workers or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind

schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, thirty (30) days' Notice, during which period Construction Manager fails to commence and continue satisfactorily to the Owner to cure the violation, terminate this Agreement with the Construction Manager and take possession of the site and of all materials specifically purchased for the Project including without limitation OFCI Material, and may finish the Project by whatever method Owner may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from its obligations assumed under this Agreement or under other Contract Documents. Reasonable termination expenses, including without limitation attorneys, consultants, and other fees incurred by the Owner in connection with or arising from such termination may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

- 10.2.3 If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material as required the provisions of the Texas Public Information Act and made or received by the Construction Manager in conjunction with this Agreement, then the Owner may, without prejudice to any other or additional right or remedy and after giving the Construction Manager and his surety, if any twelve (12) days' Notice, during which period Construction Manager still fails to allow such access, terminate the this Agreement with the Construction Manager and take possession of the site and of all materials specifically purchased for the Project, and may finish the Project by whatever method Owner may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed this Agreement. Reasonable termination expenses incurred by the Owner, including without limitation attorneys, consultants, and other fees incurred by the Owner in connection with or arising from such termination may b deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.3 The Construction Manager shall, as a condition of receiving the payments referred to in this Section, execute and deliver all such releases for payments (which may be conditioned upon the receipt of final payment) and other papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments .
Termination by Owner Without Cause

- 10.3.1 The City reserves the right, in its best interest as determined by the City to cancel and terminate this Agreement by giving Notice to the Construction Manager no less than (30) thirty days prior to the effective date of such cancellation and termination. The Owner shall reimburse the Construction Manager for any unpaid Direct and Indirect Costs of the Project due to Construction Manager under this Agreement,. In case of such termination and cancellation of Agreement the Owner shall further assume and become liable for obligations, commitments, and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Section 13, execute and deliver all such releases and other papers and take all such steps including the legal assignment of his contractual rights, as the Owner may

require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments.

10.4 Owner's Right To Stop The Work

- 10.4.1 If the Construction Manager fails to correct Work that does not conform to the requirements of the Contract Documents after as required by Notice of such nonconformity, and such nonconformity endangers health or safety, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Construction Manager to stop the Work, or any portion thereof, until the cause for such order has been eliminated. In the event that the work is stopped and not corrected in accordance with the requirements of the Contract Documents, the Owner may terminate the Agreement pursuant to the provisions of this Section for cause.

10.5 Contingent Assignment of Subcontracts

- 10.5.1 The Construction Manager agrees each subcontract agreement for a portion of the Work shall be assigned by the Construction Manager to the Owner provided that:
- 10.5.1.1 Assignment is effective only after termination of the Agreement and only for those subcontract agreements which the Owner accepts by Notifying the Subcontractor in writing;
 - 10.5.1.2 Assignment is subject to the prior rights of the Surety, if any, obligated under bond relating to the Agreement; and
- 10.5.2 The Construction Manager shall promptly submit to the Owner a copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner.

11 ASSIGNMENT, GOVERNING LAW, VENUE, AND NO ARBITRATION

11.1 Assignment

- 11.1.1 The Owner and Construction Manager respectively bind themselves, their respective officials, officers, managers, partners, successors, assigns and legal representatives to the other Party in respect to covenants, agreements and obligations contained in the Contract Documents.
- 11.1.2 Neither the Owner nor the Construction Manager shall assign his interest in this Agreement without the Consent of the other.

11.2 Law, Venue, and No Arbitration

- 11.2.1 This Agreement shall be governed by the laws of the State of Texas without regard to the State's choice of law jurisprudence. Exclusive venue for any and all legal actions concerning, arising from, or related to this Agreement will be with a court of competent jurisdiction sitting in Williamson County, Texas.
- 11.2.2 Nothing arising under the Contract Documents or in connection with the performance of the Work or Project shall be subject to arbitration, nor shall any attempts at arbitration be binding on the Owner. Any attempt to seek arbitration is grounds for terminating this Agreement for cause by the Party not seeking arbitration.

12 NOTICE OF CLAIM

12.1 Notice of Claims

12.2 All Claims must be submitted in the manner provided in this Agreement.

12.3 All claims for extension of time shall be made in conformance with Section 14.4 .

12.4 After receipt of a Claim in the nature of a Request for Change Order, the Owner, in consultation with the Engineer-Architect, shall deliver to the Construction Manager its written determination of the Claim.

13 PROTECTION OF PERSONS AND PROPERTY

13.1 Safety Precautions and Programs

13.1.1 The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement.

13.1.2 If the Construction Manager encounters hazardous materials on the Site, the Construction Manager shall immediately stop Work in the area affected and report the condition to the Owner and the Engineer-Architect in writing. The Work in the affected area shall not thereafter be resumed except with Authorization of the Owner and Construction Manager. The Work in the affected area shall be resumed when the hazardous materials have been rendered harmless, and the Owner and Construction Manager Authorize resumption.

13.2 Safety of Persons and Property

13.2.1 The Construction Manager shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

13.2.1.1 Individuals at the Site and all other persons who may be affected by conditions or events related to the Work;

13.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Construction Manager or Construction Manager's Subcontractors or Sub-subcontractors; and

13.2.1.3 Other property at the Site and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

13.2.2 All alcoholic beverages, smoking and other use of tobacco, and drugs other than lawfully possessed drugs shall be prohibited from the Project site.

13.2.3 All workers on the Project site shall have visible identification as being employees of the Construction Manager or of a Subcontractor, including consultants.

13.2.4 The Construction Manager shall give Notices of and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property their protection from damage, injury, or loss in accordance with 29 Code of Federal

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Regulations, Part 1926 (U.S. Occupational Safety and Health Administration standards and regulations) and applicable Texas laws and rules.

- 13.2.5 The Construction Manager shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Owners and users of adjacent sites and utilities.
- 13.2.6 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under the supervision of properly qualified and, where applicable, properly licensed or certified personnel.
- 13.2.7 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 16.2.1.2 and 16.1.1.3 of this Agreement caused in whole or in part by the Construction Manager, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer-Architect or anyone directly or indirectly employed by either of them or by anyone by whose acts either of them may be liable and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to any other obligations of the Construction Manager.
- 13.2.8 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the Site whose duty shall be prevention of accidents. This person shall be the Construction Manager's Superintendent unless otherwise Designated by the Construction Manager to the Owner and Engineer-Architect.

13.3 Reporting Accidents and Dangerous Conditions or Activities

- 13.3.1 The Construction Manager shall promptly Report to the Engineer-Architect and Owner and by telephone all accidents, dangerous conditions, or dangerous activities arising out of or in connection with the Work that cause or foreseeably risk causing death, serious personal injury, or major property damage. In addition, the Construction Manager shall Notify the Owner of all recordable accidents.

13.4 Location and Protection of Utilities

- 13.4.1 The Construction Manager shall comply with the requirements of the Texas Utilities Code in relation to construction operations including without limitation locating Utilities, regardless of information which may be indicated on the Drawings, on which the Construction Manager may rely, unless the Construction Manager or its Subcontractor knows or believes the location information thereby obtained is incomplete or inaccurate. Utilities shall be located and marked in the field. The Construction Manager shall protect Utilities from damage. Any damage sustained by any Utility as a result of construction operations under this Agreement shall be promptly repaired or replaced at the sole expense of the Construction Manager and at no expense to the Owner, and Construction Manager shall be entitled to no additional money for this repair or replacement work under this Agreement except to any extent that the repair or replacement was necessitated by the negligence of the Owner or its employees, or a Modification may so provide.

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- 13.4.2 The Construction Manager shall plan the work and conduct the construction operations in cooperation with Utility companies. The Construction Manager will use particular caution where Work is performed in proximity to Utilities and Notify the Engineer-Architect when any Work may conflict with Utilities.
- 13.4.3 The Construction Manager shall promptly Notify the Engineer-Architect of any potential conflicts between Work and Utilities for resolution promptly upon discovery. Unless otherwise Directed, the Construction Manager shall support or otherwise protect all existing Utilities during Work.
- 13.4.4 Overhead Utilities
 - 13.4.4.1 If there are overhead Utilities in the vicinity of the Site, the Construction Manager should conform to applicable Texas and U.S. laws, rules, and regulations regarding work and travel under or near Utility lines.
 - 13.4.4.2 The Construction Manager shall insure that all Utility or other poles, the stability of which may be endangered by the close proximity of Work, are temporarily stayed in position while Work proceeds in the vicinity of the pole and Notify the Utility or other companies concerned in advance of any such Work.

14 CHANGES IN THE WORK

14.1 Changes

- 14.1.1 The Owner, without invalidating this Agreement, may order Changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. The GMP and the Construction Completion Date shall be adjusted accordingly. All work in the Project not covered by Subcontractor contracts, general conditions, general requirements, bonds & insurance, construction phase fee, allowances, overhead and proper and authorized contingency shall be authorized by Change Order, Construction Change Directive (CCD) or order for minor change in the Project, subject to any limitations stated in this Agreement or elsewhere in the Contract Documents.
- 14.1.2 A Change Order shall be based upon Agreement among the Owner, Construction Manager, and Engineer-Architect. A CCD requires agreement by the Owner and Engineer-Architect and may or may not be agreed to by the Construction Manager; and a written order for minor change in the Work may be issued by the Engineer-Architect alone.
- 14.1.3 Changes in the Project shall be performed under applicable provisions of the Contract Documents, and the Construction Manager shall implement Changes promptly, unless otherwise provided in the Change Order, CCD, or order for a written minor change in work.
- 14.1.4 Notwithstanding any provision of this Agreement or of any other Contract Document, the authority to Approve and to delegate approval authority for Changes on behalf of the Owner are governed by and subject to Texas laws and the charter and ordinances of the City, and depend on factors such as the amount and subject of the provision to be Changed.

14.2 Change Orders

- 14.2.1 Change Order Preparation

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14.2.1.1 A Change Order is a written instrument prepared after the Effective Date by the Engineer-Architect and signed by the Owner, Construction Manager and Engineer-Architect, stating their agreement upon all of the following:

14.2.1.1.1 the change in the Project scope;

14.2.1.1.2 the cost of the change;

14.2.1.1.3 the amount of the adjustment in the Guaranteed Maximum Price, if any;

14.2.1.1.4 the additional Contractor's Fee occasioned by the change;

14.2.1.1.5 the additional Indirect Costs occasioned by the change; and

14.2.1.1.6 the extent of the adjustment in the Contract Time, if any.

14.2.2 Change Order Impacting Guaranteed Maximum Price

14.2.2.1 The increase or decrease in the Guarantee Maximum Price resulting from a Change Order shall be determined in one or more of the following ways:

14.2.2.1.1 Cost of Labor using the rates specified by the Change Order Rate Schedule if any (Exhibit G).

14.2.2.1.2 Cost of materials, supplies and equipment including transportation.

14.2.2.1.3 Rental Costs of machinery and equipment exclusive of hand tools.

14.2.2.1.4 Costs of premiums for additional bonds and insurance, fees and taxes related to the change.

14.2.3 Change Order Determination

14.2.3.1 If none of the methods set forth in Section 14.2.2 is Agreed upon, the Construction Manager, provided it receives an Order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Engineer-Architect will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior Approval by the Owner.

14.2.4 For Change Orders determined Section 14.2.2 or 14.2.3 above, the Construction Manager shall keep and present, an itemized accounting together with appropriate supporting data of the increase in the cost of the Project. The amount of decrease in the Guaranteed Maximum Price for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

14.2.5 If unit prices are Stated in the Agreement or subsequently Agreed upon, and if the unit prices originally contemplated increase or decrease by more than 25% of the original pricing, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

14.3 Construction Change Directives

14.3.1 Construction Change Directive Preparation

14.3.1.1 A Construction Change Directive (CCD) is a written order prepared by the Engineer-Architect and signed by the Project Manager and Engineer-Architect, directing a change in the Project, and stating a proposed basis for adjustment, if any, in the GMP or Contract Time, or both, as per Exhibit L. The Owner may by CCD, without invalidating the Agreement, order changes in the Project within the general scope of the Agreement consisting of additions, deletions, or other revisions, the GMP and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order.

14.3.2 Construction Change Directive Impacting Guaranteed Maximum Price

14.3.2.1 If the CCD provides for an adjustment to the GMP, the adjustment shall be based on the reasonable expenditures and saving of those performing the work attributable to the change, including, a markup overhead and profit for subcontractors and suppliers set forth in Section 14.3.2.2, and the Contractor's Fee. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section shall be limited to one or more the following:

14.3.2.1.1 Cost of Labor using the rates specified by the Change Order Rate Schedule (Exhibit G).

14.3.2.1.2 Cost of materials, supplies and equipment including transportation.

14.3.2.1.3 Rental costs of machinery and equipment exclusive of hand tools.

14.3.2.1.4 Costs of premiums for additional bonds and insurance, fees and taxes related to the Change.

14.3.2.1.5 The additional Contractor's Fee occasioned by the change.

14.3.2.1.6 the additional Indirect Costs occasioned by the change.

14.3.2.2 The total markup for overhead and profit for first tier of Subcontractors for a CDD shall be fifteen percent (15%) of the cost of the work. No additional overhead and profit may be added for the cost of premiums for additional bonds and insurance, fees and taxes related to the Change in Work, if any.

14.3.2.3 The amount of credit to be allowed by the Construction Manager to the Owner for CDD that results in a net decrease in the GMP will be the amount of actual net cost as confirmed by the Engineer-Architect. When both additions and deletions covering the related Work or substitutions are involved in any one (1) change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

14.3.3 Receipt of CCD

- 14.3.3.1 Upon receipt of a CCD, the Construction Manager shall promptly proceed with the Change in the Project involved unless the CCD otherwise Directs and Advise the Engineer-Architect of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the GMP or Contract Time.

14.3.4 Execution of CCD by Construction Manager

- 14.3.4.1 A CCD signed by the Construction Manager indicates the agreement of the Construction Manager's therewith, including the adjustment in the GMP and Contract Time and the method for determining the adjustment. Such agreement shall become effective immediately and shall be recorded as a Change Order.

14.3.5 Delay of Execution of CCD

- 14.3.5.1 If the Construction Manager does not Respond promptly or Disagrees with the method for adjustment in the GMP, the method and adjustment shall be determined by the Engineer-Architect on the basis of the costs listed in Section 14.3.2.1. In such case, the Construction Manager shall keep and present, in such form as the Engineer-Architect may prescribe, an itemized accounting together with appropriate supporting data.

14.3.6 CCD Included in Application for Payment

- 14.3.6.1 Pending final determination of the cost by the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Construction Manager to the Owner for a deletion or change, which results in a net decrease in the GMP, shall be the actual net cost as determined by the Engineer-Architect. When both additions and credits covering related work or substitutions are involved in a change, any allowance for overhead and profit shall be established as provided by Section 9 of this Agreement.

14.3.7 CCD for Contract Time

- 14.3.7.1 If the Owner and Construction Manager do not agree as to the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Engineer-Architect for determination, which determination shall be required subject to Contractor's right to assert a claim against the Owner for equitable adjustment in the Contract Time and/or Contract Sum.
- 14.3.7.2 When the Owner and the Construction Manager agree with the determination made by the Engineer-Architect concerning the adjustments in the GMP and Contract Time, or otherwise reach agreement upon the adjustments, such agreements shall be effective

immediately and shall be recorded by preparation and execution of an appropriate Change Order.

14.4 Claims for Additional Cost or Time

- 14.4.1 All claims for additional cost or time shall be made by request for a Change Order submitted as provided in this Section.
- 14.4.2 Only delays that are determined to extend the critical path of the Project Schedule will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

14.5 Minor Changes in the Project

- 14.5.1 The Engineer-Architect will have authority to order minor changes in the Work not involving an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time, and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be affected by Order. Documentation of such minor changes shall be determined by the Construction Team, included in the Project Manual, and displayed monthly in the Project Management Information System (PMIS). Changes shall be approved by the Project Manager and the Engineer-Architect.

14.6 Emergencies

- 14.6.1 In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury, or loss, and promptly Report the circumstances and the Construction Manager's actions to the Owner.

14.7 Concealed Conditions

- 14.7.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Construction Manager may submit a Claim for Changes in the Guaranteed Maximum Price and/or Contract Time.

14.8 City Council Meetings

- 14.8.1 Any communication from the Contract Manager relating to the Work that requires action by the City Council because it would involve increasing the GMP shall if feasible be submitted in writing to the Owner at least ten (10) days prior to a regularly scheduled Council meeting in order that it may be placed on that City Council agenda. Such agendas are currently online at [Agendas & Minutes | Hutto, TX \(huttotx.gov\)](#). Contractor shall be entitled to additional Contract Time as a result of any delays caused solely by the Owner for required approvals.

14.9 Changes in Schedule of Values / Use Owner's of Contingency

- 14.9.1 The estimated costs of each major trade shall be listed in the Guaranteed Maximum Price Summary (Exhibit B). Any difference between the actual costs and the estimated costs for any item identified in the Schedule of Values shall be documented through the use of the Contingency Adjustment and Authorization Form (Exhibit K). The amount of the difference between actual

costs identified in the Schedule of Values that are lower than estimated Schedule of Values cost shall be moved from that portion of the Schedule of Values and added to the amounts available in for the Project, as long as the overall Direct Project Costs are within the GMP. If the actual costs exceed the estimated GMP of the overall Project, such costs shall be borne by Contractor.

14.9.2 The Owner's Contingency may be utilized by Contractor only in accordance with Section 9.6.

15 TIME

15.1 Time of the Essence; General

- 15.1.1 Time is of the essence to this Agreement. All due dates, deadlines, and other time limits stated in this Agreement including in any Amendments and other modifications to this Agreement, and in any change orders and any CCD, and in any Notice to Proceed each are of the essence to the Agreement. Construction Manager shall achieve Substantial Completion of Phase 1 of the Project within 120 days from the date stated in the Notice to Proceed.
- 15.1.2 Contract Time will begin the date as stated in the Notice to Proceed provided by the Owner to the Construction Manager, which shall not be issued prior to Contractor's receipt of permit for construction and approval of all governmental agencies having jurisdiction over the work.
- 15.1.3 The Notice to Proceed will not be provided until the Construction Manager's Performance and Payment Bond are received and approved by the Owner.
- 15.1.4 The date of commencement of the Work is the date established in the Notice of Proceed, which date shall not be postponed by the failure to act of the Construction Manager or of persons or entities for which the Construction Manager is responsible.

15.2 Progress and Completion

- 15.2.1 By executing the GMP Amendment to this Agreement, Exhibit A, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work based on information known at the time.
- 15.2.2 The Construction Manager shall begin the Work on the date of commencement and proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, subject to adjustment as may be allowed herein.

15.3 Delays and Extensions of Time

- 15.3.1 If the Construction Manager is delayed in the performance or progress of the Work by causes not the fault of and beyond control of Owner and Construction Manager, the Construction Manager does not assert rights for a Force Majeure Event, and the Owner does not elect to or has not the right under this Agreement to terminate or cancel this Agreement, then the Construction Manager shall be entitled to an equitable adjustment in Contract Time if such adjustment is essential to Construction Manager's ability to complete the Work within the Contract Time. Such an adjustment, including the additional Indirect Costs and Contractor's Fee, shall be Construction Manager's sole and exclusive remedy for any delay other than for Force Majeure Events.
- 15.3.2 Construction Manager shall not be entitled to an adjustment in the GMP or Contract Time for delays within the control of Contractor.
- 15.3.3 If the Construction Manager Requests interpretations of Plans, Specifications, or Drawings, no Claim for delay shall be allowed for failure to furnish such interpretation, unless there was

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Agreement on the dates by which interpretations are to be made. If no Agreement was made stating the dates by which the interpretations are to be made, then no Claim for delay shall be allowed for failure to furnish such interpretation until 15 days after written request is made for them.

- 15.3.4 Any Claim for extension of time shall be made in writing to the Engineer-Architect and the Owner not more than 10 days after the commencement of the delay, but the Owner may waive that deadline. In each Request for extension of time the following information shall be provided, as a minimum. Failure to Submit such information shall constitute a just cause for denial of the Claim for extension of time:
 - 15.3.4.1 Nature of the delay;
 - 15.3.4.2 Dates of commencement/cessation of the delay;
 - 15.3.4.3 Activities on the current progress schedule affected by the delay;
 - 15.3.4.4 Identification of the source of delay;
 - 15.3.4.5 Anticipated impact and extent of the delay;
 - 15.3.4.6 Recommended action to minimize the delay; and
 - 15.3.4.7 Schedule analysis of the delay.
- 15.3.5 Any additional Claim for an extension of time or Request for extension of time made based on the same facts and circumstances after the initial Claim or Request has been implemented by Change Order shall not be considered. Pending final resolution of a Claim, Request for extension of time, or for a Change Order, the Construction Manager shall proceed diligently with the performance of the Agreement and the Owner shall continue to make payments in accordance with the Contract Documents. In the case of a continuing delay for the same condition or event only one Claim will be necessary.
- 15.3.6 The Construction Manager's sole and exclusive remedy for delays not caused by the Contractor shall be an extension in the Contract Time, as described in this Agreement for Force Majeure Events. Apart from an extension of the Contract Time, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work whether such delay be avoidable or unavoidable.
- 15.3.7 The Construction Manager shall not be entitled to, and hereby waives, any and all damages which it may suffer by reason of delay, for any Force Majeure Event including, without limitation, Acts of God or unforeseen conditions, and waives all damages which it may suffer by reason of such delay including lost profits, overhead, supervision, and home office expenses. The Construction Manager expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that the Construction Manager's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the Agreement, subject to the Owner's right to terminate or cancel this Agreement.
- 15.3.8 No payment or compensation of any kind shall be made to the Construction Manager for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress

of the Work, whether such hindrances or delays are avoidable or unavoidable, reasonable, or unreasonable, anticipated, or unanticipated, except that if such delay is proximately caused by an act or omission of the Owner other than as authorized by the Contract Documents and without fault of the Construction Manager, then the Construction Manager Contractor shall be entitled to an extension of Contract Time equal to the number of day of such delay, additional Direct Costs plus additional Indirect Costs proximately caused by such delay including the Contractor's Fee., and an increase to the Guaranteed Maximum Price in the amount of said increases in Direct Costs, Indirect Costs, and Contractor's Fee.

- 15.3.9 Owner, Engineer-Architect, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Construction Manager for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by the Construction Manager on or in connection with any other project or anticipated project affected by a delay in the Work or an adjustment in the Contract Time.

15.4 Failure to Complete the Work on Time

- 15.4.1 Time is an essential part of this Agreement, including, without limitation, the time for achieving Substantial Completion and Final Completion as defined herein. In case of the failure of the Construction Manager to achieve scheduled Substantial Completion and Final Completion as set forth in the this Agreement and the Notice To Proceed, the Owner will be damaged thereby; and the amount of said damages, inclusive of expenses for inspection(s), as well as additional and necessary traveling expenses being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be as provided for liquidated damages in Section 7.2.
- 15.4.2 The GMP includes and anticipates any and all delays except for excusable delays under Section 15.3.1 for which Construction Manager shall be entitled to additional costs.
- 15.4.3 In further recognition of the adverse impact of delay on the Owner, the Construction Manager recognizes that the Owner, in addition to assessing liquidated damages, may notify the Construction Manager's bonding company of the failure to achieve timely Final Completion.
- 15.4.4 Construction Manager shall have achieved Substantial Completion before the date required by this Agreement, those days shall be added to the number of days available to the Construction Manager to attain Final Completion before liquidated damages shall commence

16 UNCOVERING AND CORRECTION OF WORK

16.1 Uncovering of Work

- 16.1.1 If a portion of the Work is covered contrary to the Engineer's-Architect's or Owner's Request or to requirements specifically expressed in the Contract Documents, it must, if Required or Requested by the Engineer-Architect, be uncovered for the Engineer's-Architect's observation and/or inspection and be replaced at the Construction Manager's expense without change in the Contract Time.
- 16.1.2 If a portion of the Work has been covered which the Engineer-Architect or Owner has not specifically Requested to observe or inspect prior to it being covered after receiving any required

Notice that such Work will be covered, the Engineer-Architect or Owner may Request to see such Work and it shall be uncovered by the Construction Manager. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall be made by appropriate Change Order or by use of Owner Contingency, but not if such Work is not in accordance with the Contract Documents, in which case the uncovering shall not form the basis for any Change Order or use of Owner's Contingency.

16.2 Correction of Work

- 16.2.1 The Construction Manager shall promptly correct Work rejected by the Engineer-Architect or Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after the Substantial Completion and whether or not fabricated, installed, or completed. The Construction Manager shall bear costs of correcting such rejected or non-conforming Work, including without limitation any additional expenses for testing and inspections and compensation for the Engineer's-Architect's services and expenses made necessary thereby.
- 16.2.2 If, within one (1) year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties and guarantees established as required by the Contract Documents or by terms of an applicable special warranty required by the Contract Documents, whichever date is latest, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Construction Manager shall correct it promptly after receipt Notice from the Owner to do so unless the Owner has previously given the Construction Manager a written acceptance of such condition.
- 16.2.3 The Construction Manager shall remove from the site any portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Construction Manager nor accepted by the Owner.
- 16.2.4 If the Construction Manager fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 10. If the Construction Manager does not proceed with correction of such nonconforming Work within a reasonable time fixed by Notice from the Engineer-Architect, the Owner may remove that Work and any Work integrally connected to the nonconforming Work (to minimize damages) and store the salvable materials or equipment at the Construction Manager's expense. If the Construction Manager does not pay costs of such removal and storage within ten (10) days after Notice to do so, the Owner may upon ten (10) additional days' Notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Construction Manager, including compensation for the Engineer's-Architect's services, expenses of sale, legal expenses, and any other actual and reasonable expenses made necessary thereby. If such proceeds of sale do not cover costs which the Construction Manager should have borne, the GMP shall be reduced by the deficiency. If payments then or thereafter due to the Construction Manager are not sufficient to cover such amount, the Construction Manager shall pay the difference to the Owner.
- 16.2.5 The Construction Manager shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed by the Owner or separate contractors, caused by the Construction Manager's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 16.2.6 Nothing contained in any Contract Document shall be construed to establish a period of limitation with respect to any obligations that the Construction Manager might have under the Contract

Documents. Establishment of the time period of one (1) year as described in Section 16.2.2 relates only to the specific obligation of the Construction Manager to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Construction Manager's liability with respect to the Construction Manager's obligations other than specifically to correct the Work.

16.3 Acceptance of Nonconforming Work

- 16.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable.

17 ENGINEER'S-ARCHITECT'S ADMINISTRATION OF THE CONTRACT

17.1 Administration

- 17.1.1 Duties, responsibilities, and limitations of authority of the Engineer-Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without Consent of the Owner and Engineer-Architect. Consent shall not be unreasonably withheld unless prohibited by law including, without limitation by the provisions of Texas Occupations Code.
- 17.1.2 In case of termination of employment or contract of the Engineer-Architect, the Owner shall appoint another Engineer-Architect whose status under the Contract Documents shall be that of the former Engineer-Architect.
- 17.1.3 The Engineer-Architect will provide administration of the Project as described in the Contract Documents, during design and construction, until final payment is due, and with the Owner's agreement, from time to time during the correction period described in Section 16. The Engineer-Architect will advise and consult with the Owner. The Engineer-Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless that authority is modified Notice to Construction Manager in accordance with other provisions of the Agreement.
- 17.1.4 The Engineer-Architect will visit the Site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Engineer-Architect will make on-Site inspections to check quality and quantity of the Work at such intervals so as to ensure conformance with the Contract Documents. On the basis of on-Site observations and inspections as an Engineer-Architect, the Engineer-Architect will keep the Owner informed of progress of the Work and will guard the Owner against defects and deficiencies in the Work.
- 17.1.5 The Engineer-Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility as provided in this Agreement. The Engineer-Architect will not be responsible for the Construction Manager's failure to carry out the Work in accordance with the Contract Documents. The Engineer-Architect will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or

employees, or of any other persons performing portions of the Work other than the Engineer-Architect and the Engineer's-Architect's employees or subordinates if any.

- 17.1.6 Based on the Engineer's-Architect's observations and evaluations of the Construction Manager's "Applications for Payment," the Engineer-Architect will review and certify the amounts due the Construction Manager and will issue "Certificates for Payment" in such amounts.
- 17.1.7 The Engineer-Architect will have authority on behalf of the Owner to reject Work that does not conform to the Contract Documents. Whenever the Engineer-Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer-Architect will have authority to require additional inspections or testing of the Work in accordance with Section 20 whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Engineer-Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer-Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- 17.1.8 The Engineer-Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

17.2 Submittals

- 17.2.1 The Engineer's-Architect's action will be taken with such reasonable promptness as to avoid delay in the Work or in the activities of the Owner, Construction Manager, or separate contractors, while allowing sufficient time in the Engineer's-Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The Engineer's-Architect's review of the Construction Manager's Submittals shall not relieve the Construction Manager of obligations under Section 3 or any other provision of this Agreement. The Engineer's-Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer-Architect, of any construction means, methods, techniques, sequences, or procedures. The Engineer's-Architect's Approval of a specific item shall in no way indicate approval of an assembly of which the item is a component.
- 17.2.2 The Construction Manager shall not Submit any Shop Drawing that is merely a tracing or other copy of any of the Contract Documents. Each Shop Drawing must be prepared by the Construction Manager, a Subcontractor or supplier of the Construction Manager. The Engineer-Architect shall have the authority to reject any Shop Drawing that violates this provision, and no extension of the Contract Time shall be given on account of such rejection.
- 17.2.3 The Engineer-Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 14.

17.3 Inspections

- 17.3.1 The Engineer-Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; will receive and Submit to the Owner for the Owner's review and records written warranties and related documents required by this Agreement

and assembled by the Construction Manager; and will issue a final "Certificate for Payment" upon compliance with the requirements of the Contract Documents.

17.4 Representatives

17.4.1 At the request of the Owner, the Engineer-Architect will provide one (1) or more project representatives to assist in carrying out the Engineer's-Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in the Engineer's-Architect's agreement with or position requirements of the Owner.

17.5 Interpretation

17.5.1 Interpretations and decisions of the Engineer-Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer-Architect will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith except as permitted by law.

18 OWNERSHIP AND USE OF ENGINEER'S-ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

18.1 Record Set

18.1.1 The Drawings, Specifications and other documents prepared by the Engineer-Architect are instruments of the Engineer's-Architect's service through which the Work to be executed by the Construction Manager as described. Neither the Construction Manager nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer-Architect, and except to the extent if any otherwise Stated on such documents, the Engineer-Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. The Drawings, Specifications and other documents prepared by the Engineer-Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project.

18.2 Consent to Use

18.2.1 The Drawings, Specifications and other documents prepared by the Engineer-Architect are not to be used by the Construction Manager or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the Scope of the Work without the specific Consent of the Owner and Engineer-Architect, and no course of conduct nor failure to object satisfies the requirement for Consent. The Construction Manager, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce of the Drawings, Specifications and other documents prepared by the Engineer-Architect solely as appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer-Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project, including as may be necessary in relation to claims or disputes arising out of or relating to the Project, is not to be construed as publication in derogation of the Engineer's-Architect's copyright or other reserved rights.

18.3 Rights of Owner

- 18.3.1 Notwithstanding the foregoing, the Owner retains ownership of and certain rights to use the drawings, specifications and other documents prepared by the Engineer-Architect pursuant to the Owner Engineer-Architect Agreement or position requirements, which shall control such use of drawings. If the Engineer-Architect is an employee of the Owner, all of the rights to such documents vest in the Owner instead of the Engineer-Architect on the grounds that preparation of such documents were “work for hire, and the Engineer-Architect will enforce the Owner’s intellectual property rights therein.

19 PARTIAL OCCUPANCY OR USE

19.1.1 Work Completed or Partially Completed

- 19.1.1.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is authorized by the Engineer-Architect. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Nothing herein shall require the Owner and/or Engineer-Architect to reduce retainage.

- 19.1.1.2 When the Construction Manager considers a portion substantially complete, and has obtained any required certificates of occupancy or other required approvals for occupancy and use from the appropriate Permitting Authorities, the Construction Manager shall prepare and Submit a list (as more particularly set out in Exhibit H) to the Engineer-Architect as provided under Section 7. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Construction Manager or, if no agreement is reached, by decision of the Engineer-Architect. If the Owner occupies any of the facility as provided herein, nothing shall relieve the Construction Manager from liquidated damages as provided in this Agreement unless Agreed by the Owner.

19.2 Inspection

- 19.2.1 Immediately prior to such partial occupancy or use, the Owner, Construction Manager and Engineer-Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- 19.2.2 Unless otherwise Agreed, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

20 TESTS AND INSPECTIONS

20.1 Coordination

- 20.1.1 Tests, inspections, and approvals of portions of the Work, including commissioning when required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of governmental authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided in the Contract Documents, the Construction Manager shall advise the Owner of the need for such tests, inspections and approvals and the City will arrange for the same with an independent testing laboratory or entity, or with the appropriate governmental authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Construction Manager shall give the Engineer-Architect timely Notice of when and where inspections are to be made so the Engineer-Architect may observe such procedures. The Construction Manager will provide all tools access, and cooperation to support all tests and inspections.
- 20.1.2 If the Engineer-Architect is to observe tests, inspections or approvals required by the Contract Documents, the Engineer-Architect will do so promptly and, where practicable, at the normal place of testing.
- 20.1.3 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

20.2 Additional Testing

- 20.2.1 If the Engineer-Architect, Owner or governmental authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 20.1, the Engineer-Architect will, Notice the Construction Manager to make arrangements and the Construction Manager shall make the Project available for such additional testing, inspection or approval by the Owner or an independent entity retained by the Owner, and the Construction Manager timely notice to the Engineer-Architect of when and where tests and inspections are to be made so the Engineer-Architect may observe such procedures. The Owner shall bear such costs except as provided in Section 21.3 except to the extent that the need for such additional testing, inspection or approval was caused by the Construction Manager, for which extent the Construction Manager shall be responsible for such additional costs.

20.3 Failed Tests and Inspections

- 20.3.1 If such procedures for testing, inspection, or approval under Section 23.1 and 23.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Construction Manager shall bear all costs made necessary by such failure including without limitation those of repeated procedures and compensation for the Engineer-Architect services and expenses, and consulting, other expert, and legal expenses.

20.4 Certificates of the Results of Testing, Inspection, or Approval

- 20.4.1 Required certificates of the results of testing, inspection, or approval shall, unless otherwise required by the Contract Documents shall be secured by the Construction Manager, and promptly delivered to the Engineer-Architect.

21 OTHER CONSTRUCTION MANAGER REPRESENTATIONS AND WARRANTIES

21.1 Warranty and Defects

- 21.1.1 The Construction Manager warrants as represented in this Section 21 to the Owner in addition to and without modification of any other representations and warranty given by the Construction Manager to the Owner in this Agreement as an inducement to the Owner to enter into the this Agreement, which representations and warranties shall survive the execution of the Contract Documents and Final Completion of the Work and Final Payment, and any termination or cancellation of this Agreement.
- 21.1.2 The Construction Manager warrants to the Owner and the Engineer-Architect that all materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise Required or Permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality Required or Permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly Approved and Authorized may be considered defective. If Required by the Engineer-Architect, the Construction Manager shall Submit satisfactory evidence as to the kind and quality of materials and equipment. If equipment that is still under warranty fails or breaks down, and is crucial to operations, and/or Construction Manager's response time would be unduly long, the Owner may make repairs without voiding the warranty, and the Construction Manager shall assume all such responsibility for obtaining the Owner rights contained herein from the manufacturer of such equipment.
- 21.1.3 Where any work is self-performed by the Construction Manager or by Subcontractors under contract with the Construction Manager, the Construction Manager Warrants that all materials and equipment included in such Work will be new except where otherwise Permitted in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the same Work, the Construction Manager further agrees to correct all work Reported by the Owner or the Engineer-Architect to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the Trade sections of the Specifications.
- 21.1.4 The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Engineer-Architect, a warranty inspection twelve (12) months after the date of Substantial Completion.
- 21.1.5 Warranty Obligations Authorizations, Existence, and Ability
 - 21.1.5.1 The Construction Manager shall furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform their obligations under the Contract Documents and shall have sufficient experience and competence to do so.
 - 21.1.5.2 The Construction Manager is authorized to do business in the State of Texas and is properly licensed by all necessary governmental

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authorities having jurisdiction over the Construction Manager and the Project.

21.1.5.3 The persons executing this Agreement, on behalf of the Construction Manager, are properly authorized to do so.

21.1.5.4 The Construction Manager is an entity existing and in good standing in the State of Texas with the offices of the Texas Comptroller of Public Accounts and the Texas Secretary of State and authorized to do business in this State.

21.1.5.5 The Construction Manager has as of the Effective Date the financial ability to perform this Agreement (subject to receiving payments as contemplated by this Agreement)

22 INSURANCE, BONDS, INDEMNIFICATION

22.1 Insurance

22.1.1 As an independent contractor, Construction Manager acknowledges that it is solely responsible for providing its own insurance coverage, including, but not limited to, unemployment compensation and workers' compensation to its employees, and that such coverage shall be maintained by Construction Manager in the statutory limits which are presently in effect or which may be in effect in Texas and in any other jurisdictions where Construction Manager performs the Work.

22.1.2 The Construction Manager shall purchase and maintain such insurance that will protect Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under or related to this Agreement, whether such operations be by the Construction Manager itself or by any Subconsultant/Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Construction Manager shall be responsible for all policy deductibles and self-insured retentions.

22.1.3 Provision and Maintenance of Insurance Generally

22.1.3.1 The Construction Manager shall purchase and maintain such comprehensive general liability and other insurance in at least the levels and amounts set forth in this Agreement which may arise out of or result from the Construction Manager's performance of the Work and the Construction Manager's other obligations under this Agreement, whether such performance is by the Construction Manager, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

22.1.3.2 Construction Manager agrees, at its sole expense, to maintain on a primary basis during the performance of Work hereunder and for additional time under any insurance coverage required by this

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Agreement to be on an occurrence basis, insurance coverages, limits, and endorsements as required herein.

22.1.3.3 All such insurance shall remain in effect until final payment and at all times thereafter when the Construction Manager may be correcting, removing, or replacing defective Work in accordance with the Warranty provisions of the Agreement. Such insurance shall be on an occurrence, not claims-made, basis and coverage amounts shall not be subject to reduction under any burning, eroding, wasting, defense-within-limits, self-consuming, exhausting or other policy limits, terms, or conditions, for the costs and expenses of claims defense or other litigation.

22.1.3.4 Neither the insurance requirements herein nor Owner's Review or Acknowledgement respecting insurance, are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Construction Manager under this Agreement. Coverage and Minimum Limits

22.2 Insurers and Insurance Coverage Minimum Requirements

22.2.1 Insurers providing the insurance required by this Agreement must meet the following minimum requirements at all times while the Construction Manager relies to the insurers' policies for satisfying any insurance requirements under this Agreement,

22.2.1.1 Be authorized for the relevant lines of insurance business by all required Texas Department of Insurance certificates of authority, licenses, or permits, or be eligible and registered as surplus lines insurers in the State;

22.2.1.2 Have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

22.2.2 Insurance policies for insurance required by this Agreement must satisfy and provide at least the following:

22.2.2.1 Commercial General Liability

22.2.2.1.1 The Construction Manager agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars (\$1,000,000) per occurrence of bodily injury, and property damage liability, and two million (\$2,000,000) aggregate. general aggregate and products/completed operations coverage. Coverage amounts shall not be reduced by costs or expenses of litigation including any alternative dispute resolution and shall contain any restrictive endorsement(s) excluding or limiting coverage for product/completed operations, independent contractors, broad form property damage, explosion, collapse, and underground (x-c-u)

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coverage, contractual liability, cross liability, or separation of insureds.

22.2.2.1.2 Such policy shall be endorsed to name the Owner as “alternate employer” to prevent the Construction Manager’s workers’ compensation carrier from denying coverage based on a claim of employment status. Such alternate employer endorsement shall not imply an employer/employee relationship between the Parties. The Construction Manager hereby waives all claims and causes of action against the Owner for any and all injuries suffered by employees or agents of the Construction Manager.

22.2.2.1.3 Additional Insured Endorsements: The City shall be an additional insured on the commercial general liability on a primary and non-contributory basis with the CG 2037 04 13 and the CG 2010 04 13 forms or Insurance Services Office (ISO) equivalent endorsements Accepted by the Owner and providing equal or broader additional insured coverage.

22.2.2.2 Business Automobile Liability

22.2.2.2.1 Construction Manager agrees to maintain business automobile liability at a limit of liability not less than one million dollars (\$1,000,000) for each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. for bodily injury and property damage liability written to cover all owned, hired and non-owned automobiles arising out of the use thereof by or on behalf of the Construction Manager and its agents.

22.2.2.3 Asbestos, Hazardous Materials, and Risk of Other Air, Water, or Soil Pollution

22.2.2.3.1 For work that involves asbestos or any Hazardous Materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required by this Agreement:

22.2.2.3.1.1 Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and Property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$2,000,000. This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide “occurrence” coverage without a sunset clause. Owner will accept a separate pollution policy with at least the same coverage limits as provided in this Section for commercial general liability coverage if apart from the commercial general liability policy that excludes pollution coverage.

22.2.2.3.1.2 Pollution coverage written on an occurrence basis for liability arising from “Hazardous Materials” with an MCS 90 endorsement having a five million dollar (\$5,000,000) limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of ten thousand (10,000) pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of one million dollars (\$1,000,000) or an endorsement to their commercial general liability insurance policy,

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written on an occurrence basis that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other Hazardous Materials. Such endorsement for other transporters must, at a minimum, provide at least one million dollars (\$1,000,000) liability coverage and include coverage for events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

22.2.2.4 Commercial Umbrella/Excess Liability

22.2.2.4.1 The Construction Manager may use commercial umbrella/excess liability coverage with policies Approved by the Owner to supplement coverage to meet minimum general liability coverage requirements under this Agreement.

22.2.2.4.2 The Construction Manager agrees to endorse the City of Hutto as an Additional Insured on all such commercial umbrella/excess liability policies, unless the policy provides coverage on a pure/true follow-form basis, or the City of Hutto is automatically defined as an additional protected person. The use of a commercial umbrella/excess liability policy to achieve the coverage required by this Agreement will be acceptable as long as the terms and conditions of the commercial umbrella/excess liability policy are no less restrictive than the underlying commercial general liability policy and professional liability policy, there are no gaps in coverage, the commercial umbrella/excess liability policy meets all the above requirements, and the commercial umbrella/excess policy is a “follow-form” policy”. umbrella or excess liability coverage shall have an annual aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. The umbrella or excess liability minimum requirement is two million dollars (\$2,000,000).

22.2.2.5 Statutory Worker’s Compensation & Employer’s Liability

22.2.2.5.1 Statutory Workers Compensation Insurance (statutory coverage) and Employer’s Liability insurance with limits of not less than one million (\$1,000,000) per occurrence. Such policy shall be endorsed to name the Owner as “alternate employer” to prevent the Construction Manager’s workers’ compensation carrier from denying coverage based on a claim of employment status. Such alternate employer endorsement shall not imply an employer/employee relationship between the Parties. The Construction Manager hereby waives all claims and causes of action against the Owner for any and all injuries suffered by the Construction Manager’s employees or agents.

22.2.2.5.2 As required by Section 406.096 of the Texas Labor Code, the Construction Manager hereby certifies that the Construction Manager provides workers’ compensation insurance coverage for

each employee of the Construction Manager who will be employed on the Project. Further, the Construction Manager agrees that each Subcontractor that the Construction Manager engages to perform work on the Project will be required to provide a written certification that the Subcontractor provides workers' compensation insurance coverage for each employee of the Subcontractor who will be employed on the Project, and that the Construction Manager will Submit such certification to the Owner before the Subcontractor performs any Work on the Project.

22.2.2.6 Agents Property Insurance (Builders Risk)

22.2.2.6.1 The Construction Manager shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost, subject to such deductible amounts as may be provided in the Supplementary Conditions or required by applicable laws, rules, or Regulations.

22.2.2.6.2 For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when materials are in the course of delivery to the Site or an off-Site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-Site storage location required to be insured.

22.2.2.6.3 Property Insurance for Facilities of Owner Where Work Will Occur – The Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until Final Completion.

22.2.2.6.4 Insurance of Other Property; Additional Insurance – If the express insurance provisions of the Contract Documents do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If the Construction Manager elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Section, the Construction Manager may do so at its own expense, without compensation or reimbursement by the Owner and not as part of the GMP unless Agreed by the Parties.

22.2.2.7 Engineers' Professional Liability Insurance or Other Errors and Omissions Insurance Coverage for Nonengineer Professionals to Any Extent Applicable

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22.2.2.7.1 Only for the Construction Manager and any of its Subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the nonengineer professionals with a minimum limit of \$1,000,000 per claim and \$2,000,000 aggregate to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed respecting plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the insured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any Stage of the Project. The insurance will be on an occurrence basis, to be renewed or extended as necessary to remain in force as for claims made for two (2) years after Final Acceptance of the Project by the Owner.

22.2.2.8 Subcontractor Insurance

22.2.2.8.1 The Construction Manager shall cause each subcontractor employed or retained by Construction Manager to purchase and maintain insurance of the type and amount specified herein, unless the Construction Manager's insurance provides such coverage on behalf of the Subcontractor. When Requested by the City of Hutto, the Construction Manager shall obtain and furnish to the Owner, copies of certificates of insurance evidencing coverage for each subcontractor, and if also Requested by the Owner, obtain and furnish complete copies of the policies.

22.2.2.9 Deductibles, Coinsurance Penalties & Self-Insured Retention

22.2.2.9.1 The Construction Manager shall be fully and solely responsible to the Owner for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

22.2.2.10 Property Losses and Waiver of Subrogation

22.2.2.10.1 The Construction Manager hereby waives subrogation in favor of the City of Hutto, Construction Manager, Subcontractors, and the Engineer-Architect during the life of this Agreement. The builder's risk insurance policy purchased and maintained in accordance with Section 22.2.2.6 shall Provide that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against the Owner, the Project Team or any member thereof, the Engineer-Architect, any City officials, officers, directors, employees, agents, consultants, or contractors,

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but the Construction Manager and/or some or all of its subcontractors may be excepted from such exclusions at the Construction Manager's option.

22.2.2.10.2 When required by an insurer, or should a policy condition not permit the Construction Manager to enter into a pre-loss agreement to waive subrogation without an endorsement, the Construction Manager shall Notify the insurer and Require that the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement.

22.2.2.10.3 This Waiver of Subrogation requirement shall not apply to any policy that includes a lawful condition that specifically prohibits such an endorsement, or voids coverage should the Construction Manager enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

22.2.2.11 Right to Revise or Reject

22.2.2.11.1 The Owner reserves the right, but not the obligation, to Review or Revise any insurance requirement, including, without limitation regarding not coverage limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of Work or specifications affecting the applicability of coverage. Premiums for such additional coverages shall be paid by the Owner as a cost of the work and any resulting reductions in premiums shall be deducted from Indirect Costs and GMP. Additionally, the Owner reserves the right, but not the obligation, to Review and Reject any insurance policies failing to meet the criteria stated herein, or to Reject any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, The City of Hutto shall provide Construction Manager Notice of such revisions or rejections and Require replacement coverage.

22.2.2.12 No Representation of Coverage Adequacy

22.2.2.12.1 The coverages, limits or endorsements required herein protect the primary interests of the Owner, and the Construction Manager agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the Project or otherwise.

22.2.2.13 Certificate Of Insurance (COI), Copies of Policy Documents, and Cancellation/Non-Renewal Of Coverage

22.2.2.13.1 The Construction Manager shall provide the Owner with certificate(s) of insurance that clearly evidence that the Construction

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Manager's insurance contains the required minimum coverages, limits, and endorsements, and Submit to the Owner an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above. In addition, the Construction Manager shall, on Request of the Owner, provide the Owner with complete and true copies of all policies of insurance for coverage required by the Contract Documents, including without limitation, all riders, schedules, exclusions, notices, and other communications respecting such policies from on and after the Effective Date, or allow the Owner through its designees to inspect and copy the same at a location within Williamson County during normal business hours and upon reasonable Notice.

22.2.2.13.2 A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal, or modification of coverage shall be identified on each certificate of insurance and each insurance policy. If the Construction Manager receives a cancelation, non-renewal or modification notice from an insurance carrier affecting coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Construction Manager shall promptly Notify the Project Manager and the Hutto City Manager within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

22.2.2.13.2.1 If the Owner is notified that a required insurance coverage will cancel or expire, or be modified so as not to comply with the insurance requirements under this Agreement during the period of this Agreement, the City may require that the Construction Manager shall Furnish the City of Hutto prior to such expiration or cancelation, or effective date of such modification, of such insurance, a new certificate of insurance evidencing replacement coverage that satisfies this Agreement, and copies of the policies if the City so Requests. The Construction Manager shall not continue Work pursuant to this Agreement unless and until all required insurance goes into effect.

22.2.2.13.2.2 The Owner shall have the right, but not the obligation, to Prohibit the Construction Manager from entering the Project Site until a new certificate of insurance is Submitted to the City of Hutto evidencing sufficient replacement coverage, or until copies of relevant insurance policies embodying such coverage are received after the City Requests them. The Construction Manager agrees the Owner reserves the right to withhold payment to Construction Manager until evidence of reinstated or replacement coverage is provided to the City of Hutto. If the Construction Manager fails to maintain the insurance as set forth herein, the Construction Manager agrees the Owner shall have the right, but not the obligation, to purchase replacement insurance, which the Construction Manager agrees to reimburse any premiums or expenses incurred by the Owner, instead of or in addition to any other remedies provided by this Agreement including without limitation cancellation and termination of this Agreement.

22.2.2.14 Certificate of Insurance and Insurance Policy Format. Each certificate of insurance and each insurance policy shall:

Exhibit A

- 22.2.2.14.1 Clearly indicate the City is endorsed as an Additional Insured as per requirements herein in this Section 22.1.
- 22.2.2.14.2 Clearly indicate the Project name and any number identifying the Project.
- 22.2.2.14.3 Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- 22.2.2.14.4 Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation, non-renewal, or modification of coverage contrary to this Agreement.
- 22.2.2.14.5 Clearly indicate certificate holder(s) and their address(es).
- 22.2.2.14.6 Include the appropriate endorsements listing the City of Hutto as an additional insured: City of Hutto, 102 Highway 79, Hutto, TX 78634, Attn: City Engineer.

22.3 Indemnification, Hold Harmless, and Defense

- 22.3.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSTRUCTION MANAGER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S, EXPERT, AND OTHER WITNESS AND CONSULTING FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISCONDUCT, ARISING FROM OR RELATED TO CONTRACTOR'S PERFORMANCE OF, DEFECTIVE PERFORMANCE OF, OR FAILURE TO PERFORM, WORK UNDER THIS AGREEMENT. THE OBLIGATION TO DEFEND AND INDEMNIFY EXTENDS TO COURT LITIGATION, ADMINISTRATIVE AND ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS, AND PRELIMINARY CLAIM NEGOTIATIONS AND COMMUNICATIONS. THE OBLIGATION TO DEFEND AND INDEMNIFY SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONSTRUCTION MANAGER AND/OR PERSONS EMPLOYED OR UTILIZED BY THE CONSTRUCTION MANAGER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION UNDER ANY INSURANCE REQUIRED BY THE AGREEMENT OR OTHER INSURANCE, INCLUDING, BUT NOT LIMITED TO COVERAGE UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT, OR OTHER EMPLOYEE BENEFIT LAWS. ANY COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES OR EXPENSES, APPELLATE, BANKRUPTCY, OR COUNSEL, CONSULTANT, OR WITNESS FEES INCURRED BY THE OWNER OR ANY OTHER INDEMNITEE HEREUNDER TO ENFORCE THIS INDEMNIFICATION, HOLD-HARMLESS AND DEFENSE CLAUSE SHALL BE BORNE BY THE CONSTRUCTION MANAGER. THIS INDEMNIFICATION CLAUSE SHALL CONTINUE INDEFINITELY AND SURVIVE THE CANCELLATION, TERMINATION, EXPIRATION, LAPSE, OR SUSPENSION OF THIS AGREEMENT.**

22.4 Performance and Payment Bonds

- 22.4.1 Within fourteen (14) business days following the effective date of the Owner approving the GMP, Construction Manager shall furnish the Owner a Performance Bond and a Payment Bond (which may but need not be consolidated into the same instrument) each for the benefit of the City of Hutto and in an amount not less than the total Guaranteed Maximum Price. The Owner will pay the Construction Manager for the premium cost of bonds.
- 22.4.2 The performance bond and payment bonds shall be written on the form included in the Contract Documents (Exhibit M).
- 22.4.3 The Construction Manager shall furnish and maintain the performance and payment bonds throughout the duration of the Project effective until Final Acceptance of the Work covering the faithful performance of the Agreement and payment of all obligations arising under the Contract Documents, bond in a form approved by the Owner covering the same obligations commencing at Final Acceptance of such Work. The three types of bonds each shall be secured by the Construction Manager from a surety company licensed or authorized to do surety business in the State of Texas, which surety company is subject to the approval of the Owner. If the Surety providing any performance bond or payment bond furnished by the Construction Manager becomes a debtor under any chapter of the U.S. Bankruptcy Code, or becomes insolvent or its right to conduct business in the State of Texas is terminated or suspended or if the performance and/or payment bonds issued by that surety cease to meet the requirements of a surety bond under Texas law, the Construction Manager shall within five (5) days thereafter substitute \other performance and/or payment bonds and surety, all of which must be acceptable to the Owner. Failure to maintain the required performance and payment bonds shall constitute a default under the Agreement and the Owner in its sole discretion shall be authorized to terminate and cancel this Agreement for that cause.
- 22.4.4 The maintenance duration required for said bonds is not a limitations period for any claims that the Owner may make.
- 22.4.5 The Bonds shall be dated after the date of the approval of the GMP Amendment, Exhibit A.
- 22.4.6 The Construction Manager shall require the attorney-in-fact who executes the performance and payment bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The attorney-in-fact must be authorized to do such business in the State of Texas.
- 22.4.7 Not used.
- 22.4.8 If a Guaranteed Maximum Price has not been determined by the Effective Date, the penal sums of the performance and payment bonds delivered to the Owner must each be in an amount equal to the construction budget or other cost estimate, as specified in the request for qualifications or the Construction Manager final proposal, or the amount if any reserved and appropriated by the Owner for the Project, whichever is greater.
- 22.4.9 The Construction Manager shall deliver the bonds not later than the tenth (10th)(business day after the date the Construction Manager executes this Agreement unless the Construction Manager furnishes a bid bond or other financial security acceptable to the Owner to ensure that the Construction Manager will furnish the required performance and payment bonds when a GMP is established.

23 SURVIVORSHIP

23.1 Surviving Provisions

23.1.1 The of services, representations, warranties, bonds, indemnity, hold-harmless, defense, insurance coverage, and other obligations and provisions survive the expiration, cancellation, or termination of this Agreement as stated in such sections:

23.1.1.1 Construction Manager representations and warranties in Section 24;

23.1.1.2 City Manager insurance, bond, indemnification, hold harmless, and Defense obligations in Section 25;

23.1.1.3 Construction Manager obligations regarding public records under Section 24.5;

23.1.1.4 Construction Manager statutorily required verifications and representations in Section 24.12.

23.1.1.5 Party obligations to provide information, documents, records, and/or money after the

23.2 Survivorship In Accordance with Other Agreement Provisions

23.2.1 The omission from this Section 23 of any references to any other sections of this Agreement that expressly provide for survivorship after the expiration, cancellation, or termination of this Agreement, or that provide for the continuation of services, representations, warranties, bonds, indemnity, inspecting, correcting, and maintaining Work, hold-harmless, defense, insurance coverage, payment and/or refund of money, Site cleanup, Site restoration, removal of or remediation respecting Hazardous Materials, Site access, removal of materials and equipment, furnishing information and documents, and/or any and all other obligations for, during, or after time periods, dates, or occurrence of events stated in this Agreement such as without limitation, events such as Final Payment and Final Acceptance, shall remain in full force and effect notwithstanding such omissions.

24 MISCELLANEOUS

24.1 Service, Transmittal and Delivery of Communications

24.1.1 Written notices and all other communications shall be deemed to have been Served and Received when delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if Delivered at or Sent by registered or United States first class certified mail, receipt requested, to the last Address for Receiving Notices known to the Party giving notice or if a Party to the Party's Address for Receiving Notices in this Section, or to non-Parties to their respective last known business or registered agent addresses five (5) business days after being placed in the mails with adequate postage and proper address with copy sent simultaneously by email, unless a return receipt gives a different delivery date, in which case the date on the receipt governs. Notice may also be made by facsimile and /or email transmission, and in such case, notice will be deemed received when the Transmission is made if the facsimile or email address is correct or if sent to a Party's then-current Address for Receiving Notices. The

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Party Transmitting such facsimile and or email transmission shall also Send a copy of such communication by United States first class certified mail to each addressee of the facsimile or email transmission. A Party may change its address for receiving notices by Notice to the Other Party. If a provision of the Contract Documents provides for different delivery methods or addresses for specific instances, that provision takes precedence of this Section.

24.1.1.1 Address for Receiving Notices to Owner: Hutto City Hall, 102 Highway 79, Hutto TX 78634, ATTN: City Manager; Telephone: 512-759-4835; email Address: james.earp@huttotx.gov and ATTN: City Engineer, Hutto City Hall, 102 Highway 79, Hutto TX 78634, Telephone Number: 512-759-4025; email Address: Matt.Rector@HuttoTX.gov

24.1.1.2 Address for Receiving Notices to Construction Manager: STR Constructors, LLC, 1550 Highway 29 West, Liberty Hill TX 78642 ATTN: John Robinson and Gilbert Bolding, Facsimile Telephone Number 512-515-0534; Email Address: john@strconstructors.com and gilbertb@strconstructors.com

24.1.1.3 Each Party shall provide to the other Party one or more working voice telephone numbers for emergencies, which the Parties shall keep current and assign personnel who will be available to answer calls to that number at all times. The substance and parties to communications using those emergency numbers shall be documented promptly when feasible.

24.2 Rights and Remedies

- 24.2.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- 24.2.2 Limits on rights and remedies that are clearly provided in the Contract Documents limit any rights and remedies that would otherwise be available by law.
- 24.2.3 No action or failure to act by the Owner, Project Manager, Engineer-Architect or Construction Manager shall constitute a waiver of a right, defense, or immunity afforded to any of them under the Agreement or by law, nor shall such action or failure to act constitute Approval of or Acquiescence in a breach of this Agreement except, to the extent permitted by law, as may be specifically Stated in writing.

24.3 Interest

- 24.3.1 Any monies not paid when due to either Party under this contract shall not bear interest except as may be required by the Texas Prompt Payment Act, Texas Government Code Sections 2251.001, et seq.

24.4 Construction Manager's Project Records

- 24.4.1 The Construction Manager's Project records shall be maintained as prescribed for at least the minimum period required by State and federal Law or such longer period as may be required by

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City ordinances or this Agreement, shall be made available to the Owner at mutually convenient times, and to the public as required by law.

24.5 Public Records

24.5.1 The obligations under this Section 24.5 survive the expiration, cancellation, or termination of this Agreement.

24.5.2 The City of Hutto is a governmental entity. This Agreement requires Construction Manager to provide to comply the Texas Public Information Act, Texas Government Code Chapter 551, and to the extent it may apply, the Texas State Records Retention Schedule as adopted as an administrative rule in accordance with Texas Government Code, Section 441.158, by the Texas State Library and Archives Commission, as the schedule may be amended from time to time. Specifically, Construction Manager shall:

24.5.2.1 Keep and maintain all public records related to the performance of the services for as long require by law, Texas agency rules, or this Agreement;

24.5.2.2 Upon request from the Owners Records Management Officer, who as of the Effective Date is the City Secretary, provide the City with a copy of any public records requested by a member of the public related to the Project or to other City business, or allow the records to be inspected or copied for determination by the Owner whether the requested records should be released, if their disclosure is already excused or not by a Texas Attorney General's open records opinion, or if a request by the Owner for a new open records opinion is required.

24.5.2.3 Ensure that public records that are exempt from disclosure or confidential are not disclosed except as authorized or required by law.

24.5.2.4 On Request, promptly provide to the Owners Records Management Officer with all records that were stored electronically by Construction Manager, in a format that is compatible with the information technology systems of the City.

24.5.2.5 The failure of Construction Manager to comply with the provisions set forth in this Section, or to comply with the City's request for records, shall constitute a material default and breach of this Agreement, and the City may, in its discretion, pursue any and all remedies against Construction Manager provided for under this contract or at law.

24.6 Use of Site

24.6.1 The Construction Manager shall confine operations at the Site to locations and activities permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the Site with materials or equipment.

24.7 Disruption of Existing Services

- 24.7.1 When Work will result in any interruption of existing Utility or other services to an existing building or other location, the Construction Manager shall provide specific Notice to the Owner in sufficient time to allow the Owner to minimize or avoid the disruption of service. The Construction Manager shall fully accommodate the Owner's reasonable needs in that regard including, but not limited to, adhering to a schedule established by the Owner for this work.

24.8 Access to Work

- 24.8.1 The Construction Manager shall provide the Owner and Engineer-Architect access to the Work in preparation and progress wherever located.

24.9 Intellectual Property

- 24.9.1 The Construction Manager shall obtain any necessary patent, trademark, service mark, and copyright licenses and pay all royalties and license fees as needed for performance of this Agreement. The Construction Manager shall defend suits or claims for infringement of intellectual property rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for all such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Construction Manager has reason to believe that the required design, process, or product is an infringement of a patent, trade or service mark, or copyright, the Construction Manager shall be responsible for such loss unless Notice including all relevant information known to the City Manager is promptly furnished to the Engineer-Architect.

24.10 Truth-In-Negotiation

- 24.10.1 By executing this Agreement, the Construction Manager certifies, represents, and warrants that the wage rates and other factual unit costs supporting the compensation for this Project's Agreement are accurate, complete, and current at the time of contracting.
- 24.10.2 The Construction Manager further agrees, represents, and warrants that the original GMP and any amounts to pay paid to the Construction Manager under this Agreement outside of the GMP, and any additions to either of them, shall be adjusted to exclude any material amounts that the Owner reasonably determines were increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within (1) year following the date of Construction Manager's Final Payment Affidavit or Final Acceptance of the work by the City, whichever is later.
- 24.10.3 The Construction Manager has reviewed the Contract Documents, and hereby confirms that it understands and agrees with all of the terms and conditions of same.

24.11 Force Majeure

- 24.11.1 Neither Party shall hold the other responsible for damages or for delays in performance caused by a Force Majeure Event, which shall include only the following events, and only if and to the extent that each is beyond the control of the Party asserting force majeure and when the specific event, as distinguished from the general type of event, could not have been reasonably foreseen and prevented by that Party: Acts of God, severe weather conditions affecting performance, floods, earthquakes, epidemics, pandemics, war, computer hacking including without limitation ransomware attacks, riots, strikes, lockouts, or protest demonstrations, final and nonappealable

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judgments or judicial or administrative orders not issued by or for the City, and lawful emergency orders of a governmental official other than an official of the City. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising there from and to resume the Work as soon as reasonably possible with the normal pursuit of the Work. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Construction Manager.

24.11.2 No Party shall be liable for its failure to carry out its obligations under the Contract during a period when such Party is rendered unable by a Force Majeure Event to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event, and subject to cancellation and termination of this Agreement as set forth in this Agreement.

24.11.3 Construction Manager further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within seven (7) business days after such an occurrence occurs or commences to the Owner with copy to the Engineer-Architect. Construction Manager shall use its reasonable efforts to minimize such delays. Construction Manager shall promptly Submit an estimate of the anticipated additional time required to complete the Work to the Engineer-Architect.

24.11.4 However, the excuse for performance delay caused by force majeure shall be without prejudice to the rights of the either Party to terminate this Agreement in accordance with Article 10.

24.12 Statutorily Required Construction Manager Verifications. and Representations

24.12.1 HB 1295 (Texas Government Code Section 2252.908) Compliance.

24.12.2 The Construction Manager shall comply with Section 2252.908 of the Texas Government Code, which requires the Construction Manager to fill out a conflict of interest form (“Disclosure of Interested Parties”) and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. This requirement is explained on the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm (as of December 11, 2023).

24.12.3 No Boycott of Israel.

24.12.4 Pursuant to Texas Government Code Section 2270.0002, the Construction Manager hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel (“Israel”) and, will not boycott Israel during the term of this Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Texas Government Code Section 2270.0002, and to the extent such Section does not contravene applicable 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 Construction Manager understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit. If and when Texas Government Code Section 2270.0002 may be repealed, this representation and verification ceases to remain in effect.

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24.12.5 The Construction Manager is not a Foreign Terrorist Organization.

24.12.5.1 Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Construction Manager represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 2252.153 or 2270.0201, and posted on any of the following pages of such officer's internet website (as of December 11, 2023):

<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>

24.12.5.2 The foregoing representation is made solely to comply with Texas Government Code, Section 2252.152, and to the extent such Section does not contravene applicable Federal law and excludes the Construction Manager and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

24.12.6 Verification Regarding Energy Company Boycotts.

24.12.6.1 To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2276.002, the Construction Manager hereby verifies and represents 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 Agreement. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Texas Government Code Section 2276.002, to the extent Section 2276.002 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 Texas Government Code Section 809.001(1). The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit. If and when Texas Government Code Section 2276.002 may be repealed, this representation and verification ceases to remain in effect.

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24.12.7 Verification Regarding Discrimination Against Firearm Entity or Trade Association.

24.12.8 To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Texas Government Code Section 2274.002, the Construction Manager hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do 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 Agreement against a firearm entity or firearm trade association.

24.12.9 The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Agreement and which is hereby incorporated into this Agreement, is made solely to comply with Texas Government Code Section 2274.002, to the extent Section 2274.002 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 Texas Government Code Section 2274.001(3). The Construction Manager understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

24.13 Severability

24.13.1 Any provision of this Agreement that is illegal, invalid, or unenforceable shall be ineffective under a final and nonappealable order, judgment, or decree of a court of competent jurisdiction to the extent of such illegality, invalidity or unenforceability, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. However, if either Party Asserts that such illegality, invalidity, or unenforceability deprives it of a material benefit of this Agreement, the Parties shall use good faith efforts to modify this Agreement to cure that deprivation, or, if agreement on modification is not reached within ten (10) days or by such other date or dates as the Parties may agree in writing, either Party may terminate this Contract for convenience and Contractor shall be paid in accordance with Section 10.3.

24.14 Counterparts

24.14.1 This Agreement may be executed by each Party in a counterpart, each of which when so executed and delivered to the other Party shall be deemed an original instrument. In addition, the Construction Manager may execute the statutorily required verification in an additional counterpart, which when so executed and delivered to the Owner shall be deemed an original instrument. Both or all such counterparts together or, if applicable, collectively, shall constitute but one and the same instrument.

[Signatures follow]

Exhibit A

IN WITNESS WHEREOF, the Parties have executed this Agreement Between The City of Hutto, Texas And STR Constructors, LLC, For Construction Manager At Risk Services For Fritz Park Phase 1 Improvements And Renovations by means of their respective duly authorized officers.

Executed to be Effective on the ____ day of _____, 2024 (“Effective Date”).

STR CONSTRUCTORS, LLC

By: _____
Printed Name: John Robinson
Title: Chief Executive Officer
Date: _____

THE CITY OF HUTTO, TEXAS

By: _____
Printed Name: James Earp
Title: City Manager
Date: _____

STATUTORILY REQUIRED VERIFICATIONS

State of Texas §

County of _____ §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of and STR CONSTRUCTORS, LLC, for the purpose of making this verification, and that all representations in Sections 24.12.3, 24.12.6, and 24.12.7 of the foregoing Agreement, incorporated herein by this reference, are true.

Agent’s Signature

Printed Name: John Robinson Title: Chief Executive

On this date personally appeared before me the above-named representative and agent of STR CONSTRUCTORS, LLC, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that that all representations in Sections 24.12.3, 24.12.6, and 24.12.7 of the foregoing Agreement of the foregoing Agreement are true.

Notary Public

Date

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Summary of Exhibits

Exhibit A	Reserved for First Amendment to the Owner and Construction Manager at Risk Services Agreement to provide Guaranteed Maximum Price
Exhibit A1	Notice to Proceed, Phase 1 Construction
Exhibit A2	Scope of Phase 1 Work and Signed and Sealed Drawings approved by the Owner depicting the Work
Exhibit B	Guaranteed Maximum Price Proposal of Construction Manager, including, incorporation by reference or additional copies of signed and sealed drawings approved by the Owner depicting the Work, and the Construction Manager's signed final GMP proposal.
Exhibit C	[RESERVED]
Exhibit D	Construction Manager's Site Team
Exhibit E	Self Performed Work Authorization Form
Exhibit F	Construction Team Authorized Representatives
Exhibit G	Change Order Rate Schedule [RESERVED]
Exhibit H	Request for Final Payment Check List
Exhibit I	Contractor's Final Payment Affidavit
Exhibit J	Required Provisions for Subcontracts
Exhibit K	Contingency Use Authorization Form
Exhibit L	Construction Change Directive Form
Exhibit M	Performance and Payment Bonds
[EXHIBIT N – Reserved for Insertion of Any Additional Amendments to Agreement]	

Exhibit A
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FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND STR CONSTRUCTORS, LLC,
FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR FRITZ PARK PHASE 1 IMPROVEMENTS AND RENOVATIONS

THIS FIRST AMENDMENT entered into this _____ day of March, 2024, by and between the City of Hutto, Texas, a Texas home-rule municipal corporation (“Owner,” “City,” or “City of Hutto”) and STR Constructors, LLC, a Texas limited liability company (“Construction Manager,” “CMAR,” or “STR”):

WHEREAS, the Owner and Construction Manager entered into a certain Agreement Between the City of Hutto, Texas and STR Constructors, LLC, for Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations with an Effective Date of March 21, 2024 (“Agreement”); and

WHEREAS, the Agreement has been sufficiently performed for development of a GMP and any preconstruction fee, and identification of the Construction Manager’s Site Team for the Project, and each has been developed by the Construction Manager and reviewed favorably by Owner; and

WHEREAS, the Construction Manager has provided the Supporting Documents for GMP submittal as required for by Section 8.4 of the Agreement to the satisfaction of the Owner, and the Owner hereby waives and excuses any non-compliance with said Section; and

WHEREAS, the Construction Manager has had full access to the Engineer-Architect and the Owner’s preconstruction consultant to ascertain the complete scope of the Project and the Owner has encouraged the Construction Manager to verify all drawings and specifications for complete accuracy with all governmental agencies having jurisdiction over the Construction Manager’s Work; and

WHEREAS, the Construction Manager has prepared and fully completed revised Exhibits A2, B, D and E to the Agreement that detail the GMP, any pre-construction fee, and the personnel assigned during the construction phase of the renovation to the Site; and

WHEREAS, the Project Time is to be established for the Agreement;

NOW, THEREFORE, the Owner and the Construction Manager, in consideration of the mutual promises and benefits hereinafter set forth, agree as follows:

1. Exhibits A1, A2, B, C, D & E of the Agreement are hereby replaced with Revised Exhibits A1, A2, B, C, D and E, which are attached hereto, and shall be made a part of the Agreement.
2. The Construction Manager shall be substantially completed (Substantial Completion) with the Work in accordance with the Agreement within 120 calendar days from the start date as indicated on the Notice to Proceed and completed (Final Completion) in accordance with the Agreement.
3. All remaining provisions of the Agreement shall remain in full force and the definition of all defined term in the Agreement are used for those terms in this Amendment.
4. The Construction Manager represents to the best of his knowledge after careful review that the above-described documents (and the Contract Documents) are currently complete and sufficient to provide buildings with substantially complete and functional systems, and to furnish a Guaranteed Maximum Price.

Exhibit A

5. The Construction Manager will not make claims for change orders for omissions of items that are reasonably inferable from the above-described documents and agrees not to charge Owner any additional cost on account of incidental discrepancies that might appear in the above-described documents. Construction Manager's Guaranteed Maximum Price are all inclusive of the Work required to complete the Project and based upon the negotiated and approved documents described in the Guaranteed Maximum Price dated _____, 2023, as attached and incorporated as Exhibit B.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement Between the City of Hutto, Texas and STR Constructors, LLC, for Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations with an Effective Date of _____, 20____ by means of their respective duly authorized officers.

Executed to be Effective on the ____ day of _____, 202____ ("Effective Date" of this Amendment).

STR CONSTRUCTORS, LLC

By: _____
Printed Name: John Robinson
Title: CEO
Date: _____

THE CITY OF HUTTO, TEXAS

By: _____
Printed Name: James Earp
Title: City Manager
Date: _____

1. HB 1295 (Texas Government Code Section 2252.908) Compliance.

The Construction Manager shall comply with Section 2252.908 of the Texas Government Code, which requires the Construction Manager to fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. This requirement is explained on the Texas Ethics Commission website via the following link.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm (as of December 11, 2023).

2. No Boycott of Israel.

Pursuant to Texas Government Code Section 2270.0002, the Construction Manager hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, will not boycott Israel during the term of the Agreement as hereby amended. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to the Amendment and which is hereby incorporated into this Amendment, is made solely to comply with Texas Government Code Section 2270.0002, and to the extent such Section does not contravene applicable 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 Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit. If and when Texas Government Code Section 2270.0002 may be repealed, this representation and verification ceases to remain in effect.

3. The Construction Manager is not a Foreign Terrorist Organization.

Exhibit A

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Construction Manager represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 2252.153 or 2270.0201, and posted on any of the following pages of such officer's internet website (as of December 11, 2023):

<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 Texas Government Code, Section 2252.152, and to the extent such Section does not contravene applicable Federal law and excludes the Construction Manager and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

4. Verification Regarding Energy Company Boycotts.

To the extent the Agreement as hereby amended constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2276.002, the Construction Manager hereby verifies and represents 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 the Agreement as hereby amended. The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Amendment and which is hereby incorporated into this Amendment, is made solely to comply with Texas Government Code Section 2276.002, to the extent Section 2276.002 does not contravene applicable Texas or federal law. As used in this verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Texas Government Code Section 809.001(1). The Construction Manager understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit. If and when Texas Government Code Section 2276.002 may be repealed, this representation and verification ceases to remain in effect.

5. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Texas Government Code Section 2274.002, the Construction Manager hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do 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 Agreement against a firearm entity or firearm trade association.

The foregoing verification, including the associated affirmation under penalty of perjury that is appended to this Amendment and which is hereby incorporated into this Amendment, is made solely to comply with Texas Government Code Section 2274.002, to the extent Section 2274.002 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 Texas Government

Exhibit A

Code Section 2274.001(3). The Construction Manager understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Construction Manager and exists to make a profit.

State of Texas §

County of _____ §

The undersigned hereby affirms under penalty of perjury that they are the authorized representative and agent of and STR CONSTRUCTORS, LLC, for the purpose of making this verification, and that all the above Statutorily Required Construction Manager Verifications. and Representations are true.

Agent’s Signature

Printed Name: John Robinson Title: CEO

On this date personally appeared before me the above-named representative and agent of STR CONSTRUCTORS, LLC, who was known to or satisfactorily identified me, and affirmed under penalty of perjury that that all of the foregoing Statutorily Required Construction Manager Verifications. and Representations are true.

Notary Public

Date

Exhibit A
EXHIBIT A1

Notice to Proceed, Agreement Between the City of Hutto, Texas and STR Constructors, LLC, for Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations with an Effective Date of _____, 2024.

STR Constructors, LLC
Attn: John Robinson
15500 Highway 29 West
Liberty Hill, Texas 78642

Date

Subject: Notice to Proceed, Agreement Between the City of Hutto, Texas and STR Constructors, LLC, for Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations with an Effective Date of _____, 20____

Dear Mr. Robinson,

This letter shall serve as your Notice to Proceed for Phase 1 Construction on the Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations as shown in Exhibit A2 of the referenced Agreement as amended with a start date of _____.

The Construction Manager shall be substantially completed with the Work as provided in the Project Agreement within 120 calendar days from the start date as indicated by this Notice to Proceed and Final Completion in accordance with the Project Agreement.

The Construction Manager acknowledges that the Project Agreement provides that Construction Manager's failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages shall be as set out in the referenced Agreement.

Phase 1 construction shall begin within 10 days of the above stated start date.

Furthermore, the Guaranteed Maximum Price, authorized by the Project Agreement, shall be \$277,087 as indicated in the attached Exhibit "B" of the Agreement.

Sincerely,

CITY OF HUTTO

By: _____

Printed Name: _____

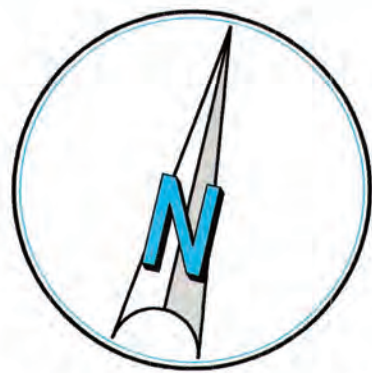
Title: _____

Owner's Authorized Representative

Attachments

Exhibit A
EXHIBIT A2

Scope of Phase 1 Work and Signed and Sealed Drawings approved by the Owner depicting the Work



SCALE: 1" = 30'



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORRS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.0001411702875 (CALCULATED USING GEOID12B).

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON RAILROAD COMMISSION GIS DATA, ARE APPROXIMATED ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.

TREE CIRCLES DO NOT REPRESENT THE ACTUAL CANOPY SIZE OR LOCATION.

UNDERGROUND UTILITIES ARE APPROXIMATED BASED ON ABOVE GROUND FEATURES, AVAILABLE MAPS AND MARKINGS BY UTILITY PROVIDERS. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

FLOOD PLAIN NOTES:

THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED, 'X' SHADED AND 'AE/FLOODWAY' AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE WILLIAMSON COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48491C0520F, REVISED DATE: 12-20-2019.

LEGEND:

DRWCT = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

PRWCT = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

OPRWCT = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

() = RECORD INFORMATION

WATER VALVE

IRRIGATION VALVE

WATER METER

FIRE HYDRANT

SANITARY SEWER MANHOLE

CLEAN OUT

UTILITY POLE

LIGHT POLE/STANDARD

GUY WIRE

ELECTRIC SERVICE

BOLLARD

TELEPHONE PEDESTAL

HANDICAP PARKING SPACE

AERIAL ELECTRIC LINES

WOOD FENCE

CHAIN LINK FENCE

CURB

CONCRETE

APPROXIMATE LOCATION OF 6" SANITARY SEWER LINE

APPROXIMATE LOCATION OF 8" SANITARY SEWER LINE

APPROXIMATE LOCATION OF 24" SANITARY SEWER LINE

APPROXIMATE LOCATION OF 27" SANITARY SEWER LINE

APPROXIMATE LOCATION OF 6" WATER LINE

APPROXIMATE LOCATION OF WATER LINE (SIZE NOT DETERMINED)

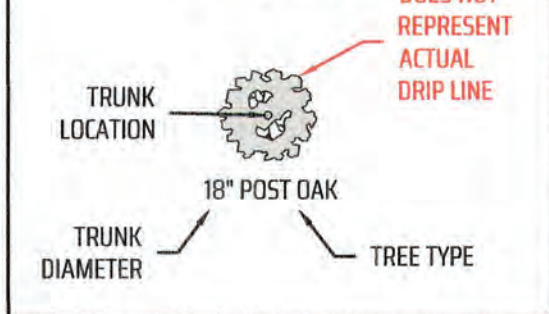
APPROXIMATE LOCATION OF BURIED COMMUNICATIONS CABLE

UT UT

APPROXIMATE LOCATION OF BURIED GAS LINE

GAS GAS

TREE DETAIL



BENCHMARK NOTES

ELEVATION DATUM
ELEVATIONS DETERMINED USING THE LEICA SMARTNET REALTIME NETWORK AND VERIFIED WITH AN NGS OPUS SOLUTION REPORT. (NAVD 1988, GEOID 12B)

TBM #1
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ON THE NORTH SIDE OF LIVE OAK STREET, IN FRONT OF THE TENNIS COURTS, 12' FROM THE EDGE OF PAVEMENT, 7.8' FROM A UTILITY POLE AND 23' FROM A 23" WILLOW TREE N:10173616.64, E:3175052.78, ELEV:647.33'

TBM #2
'X' IN SQUARE SET IN ON TOP OF CURB ON THE SOUTH SIDE OF LIVE OAK STREET ACROSS FROM THE FRITZ PARK SIGN N:10173632.74, E:3175052.78, ELEV:648.00'

TBM #3
'X' IN SQUARE SET IN ON TOP OF CURB ON THE SOUTHWEST SIDE OF CREEKSIDE DRIVE, 12' FROM THE END OF CURB N:10174398.44, E:3174867.02, ELEV:650.63'

COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE CENTRAL ZONE GRID (NOT SURFACE) NAD 83 COORDINATES

SURVEYOR'S CERTIFICATE:

I, NATHAN PAUL KERR, R.P.L.S. NO. 6834, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 6, CONDITION 3, TOPOGRAPHIC SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

NATHAN PAUL KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6834



TOPOGRAPHIC SURVEY PLAT

OF A

PORTION OF FRITZ PARK

WILLIAM J. BROWN SURVEY, ABSTRACT 105

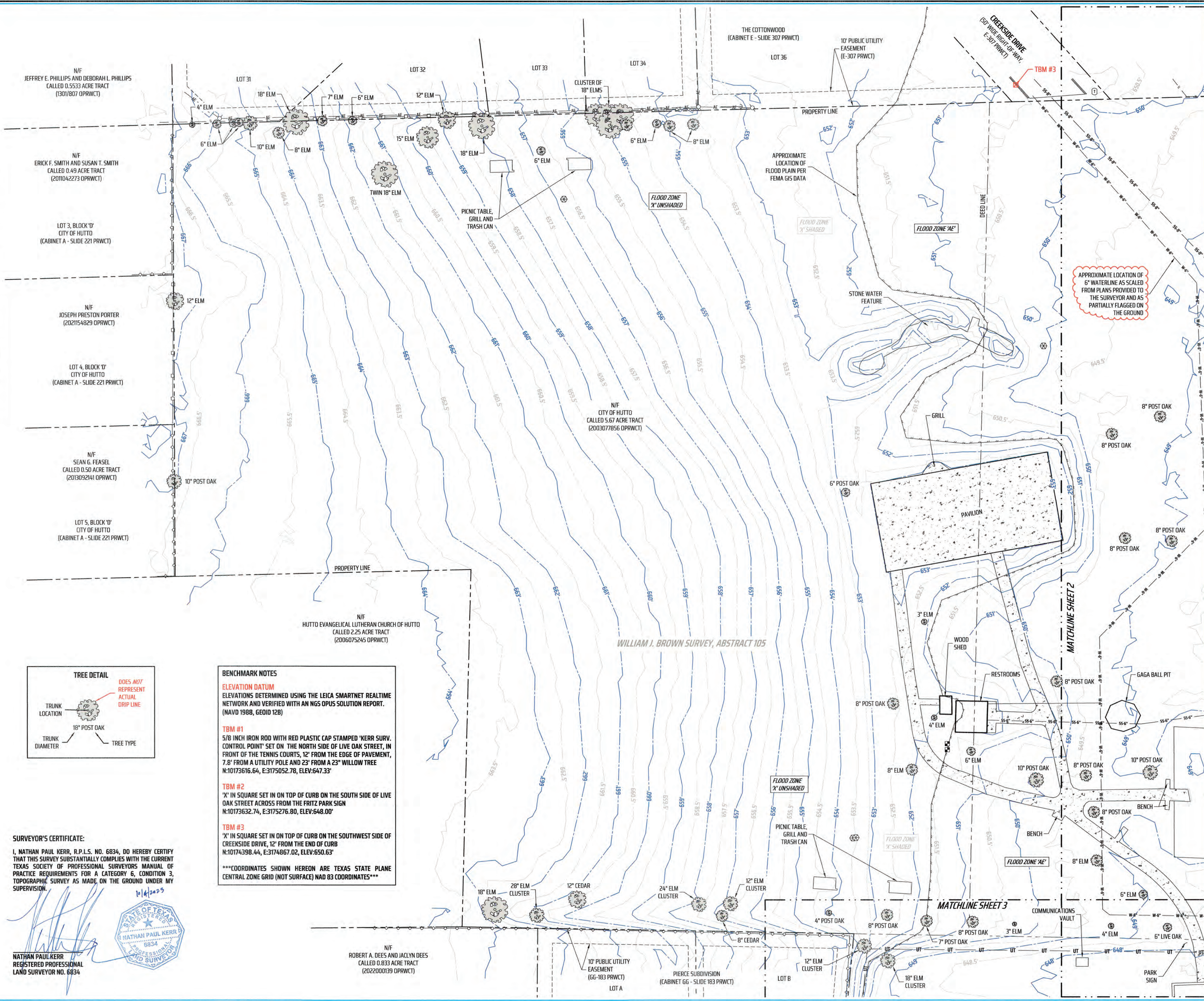
WILLIAM GATLIN SURVEY, ABSTRACT 271

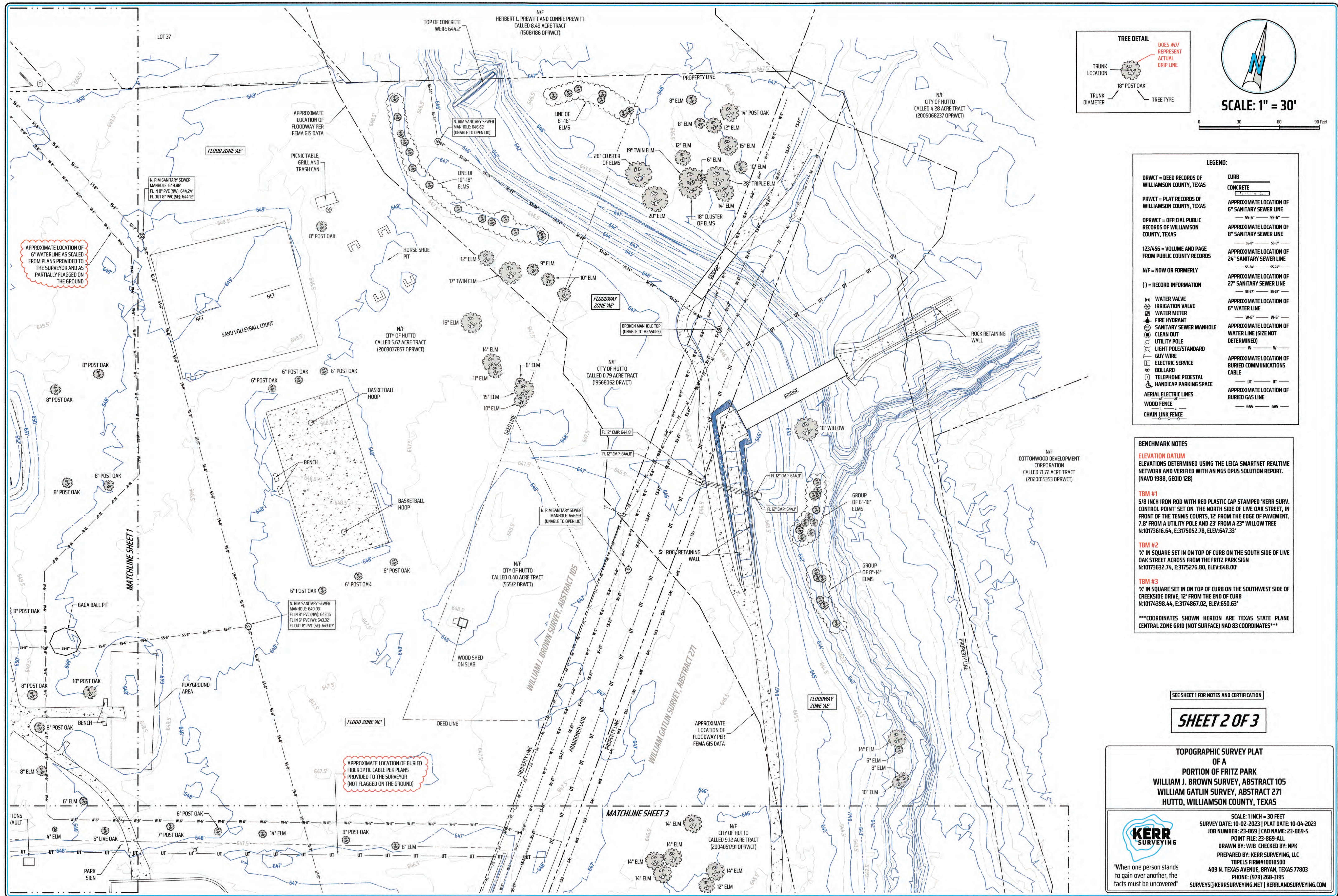
HUTTO, WILLIAMSON COUNTY, TEXAS

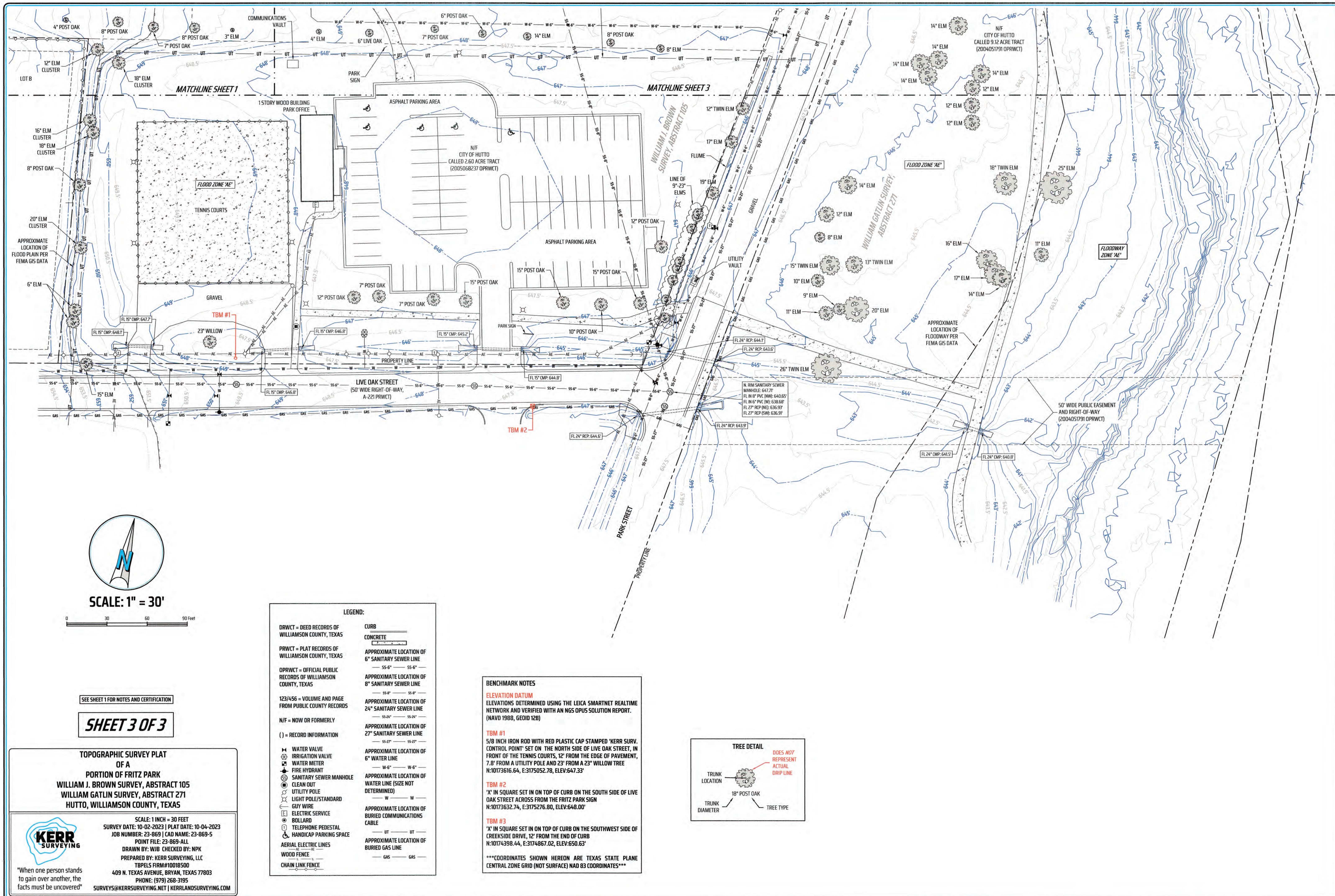


"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 10-02-2023 | PLAT DATE: 10-04-2023
JOB NUMBER: 23-869 | CAD NAME: 23-869-S
POINT FILE: 23-869-ALL
DRAWN BY: WJB CHECKED BY: WJB
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM







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FRITZ PARK PHASE ONE

400 PARK AVENUE
HUTTO, TX 78634

DESIGNER | DC
DRAWER | DL
CHECKER | CW

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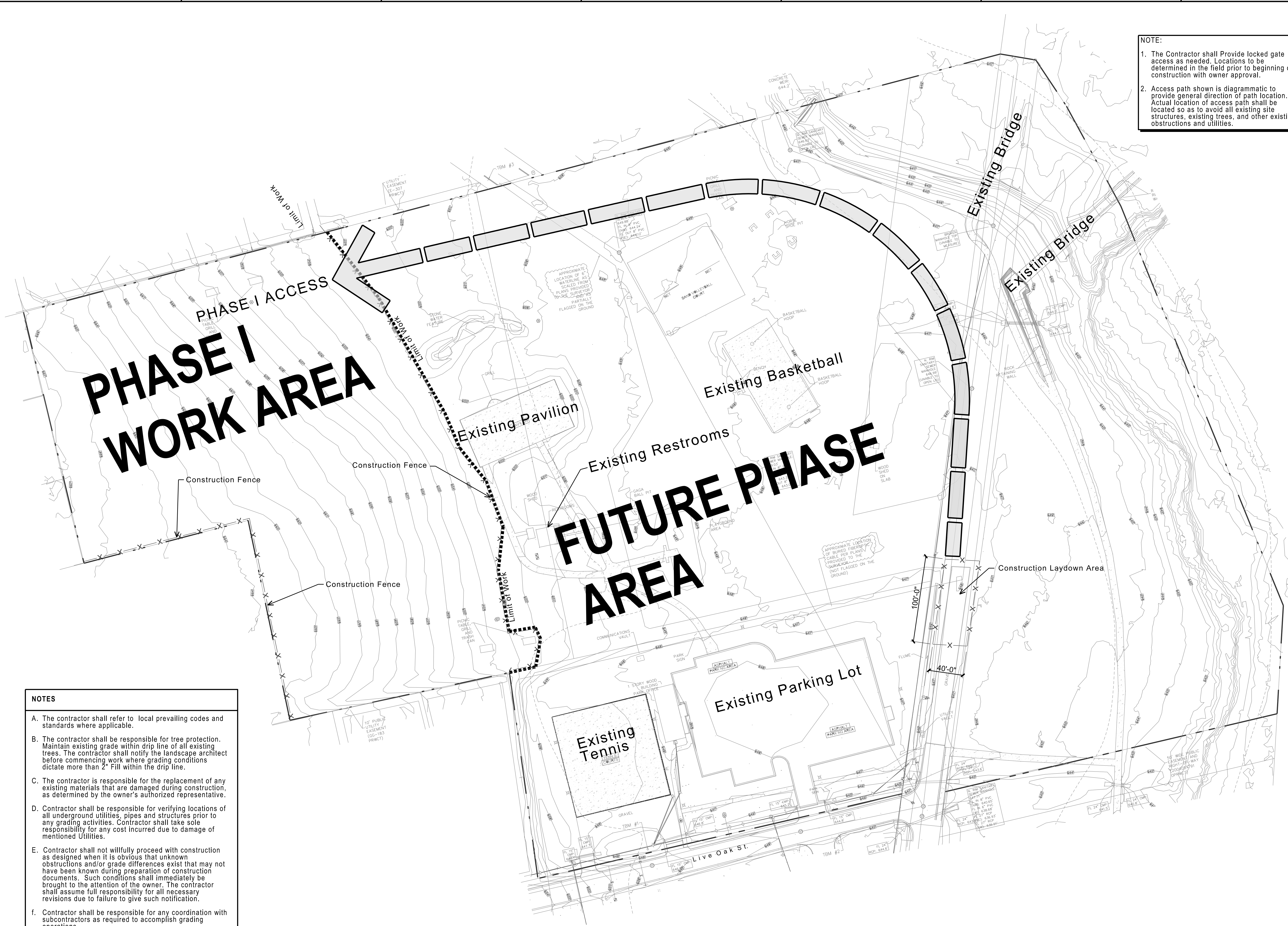
1 INCH

THIS LINE DOES NOT MEASURE ONE
INCH. THIS DRAWING IS NOT TO SCALE
AND SHOULD NOT BE SCALED FOR
DIMENSIONAL INFORMATION.

CONSTRUCTION OVERVIEW PLAN

GO.03

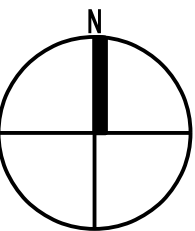
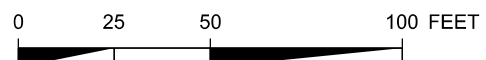
COPYRIGHT © 2022 Page 278 of 510



- A. The contractor shall refer to local prevailing codes and standards where applicable.
- B. The contractor shall be responsible for tree protection. Maintain existing grade within drip line of all existing trees. The contractor shall notify the landscape architect before commencing work where grading conditions dictate more than 2" Fill within the drip line.
- C. The contractor is responsible for the replacement of any existing materials that are damaged during construction, as determined by the owner's authorized representative.
- D. Contractor shall be responsible for verifying locations of all underground utilities, pipes and structures prior to any grading activities. Contractor shall take sole responsibility for any cost incurred due to damage of mentioned Utilities.
- E. Contractor shall not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during preparation of construction documents. Such conditions shall immediately be brought to the attention of the owner. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- f. Contractor shall be responsible for any coordination with subcontractors as required to accomplish grading operations.
- g. In the field if scaled dimensions conflict with noted grades, and/or elevations, notify the landscape architect to resolve discrepancies.

1. The Contractor shall Provide locked gate access as needed. Locations to be determined in the field prior to beginning of construction with owner approval.
2. Access path shown is diagrammatic to provide general direction of path location. Actual location of access path shall be located so as to avoid all existing site structures, existing trees, and other existing obstructions and utilities.

GRAPHIC SCALE



QUANCE:

FOR
CONSTRUCTION
12/08/2023

AL:



1/14/2023

THE CITY OF HUTTO

FRITZ PARK PHASE ONE

PROJECT NO. | 1433.002.10111
400 PARK AVANUE
HUTTO, TX 78634

DESIGNER | DC
DRAWER | DL
CHECKER | CW

ISSUANCES & REVISIONS

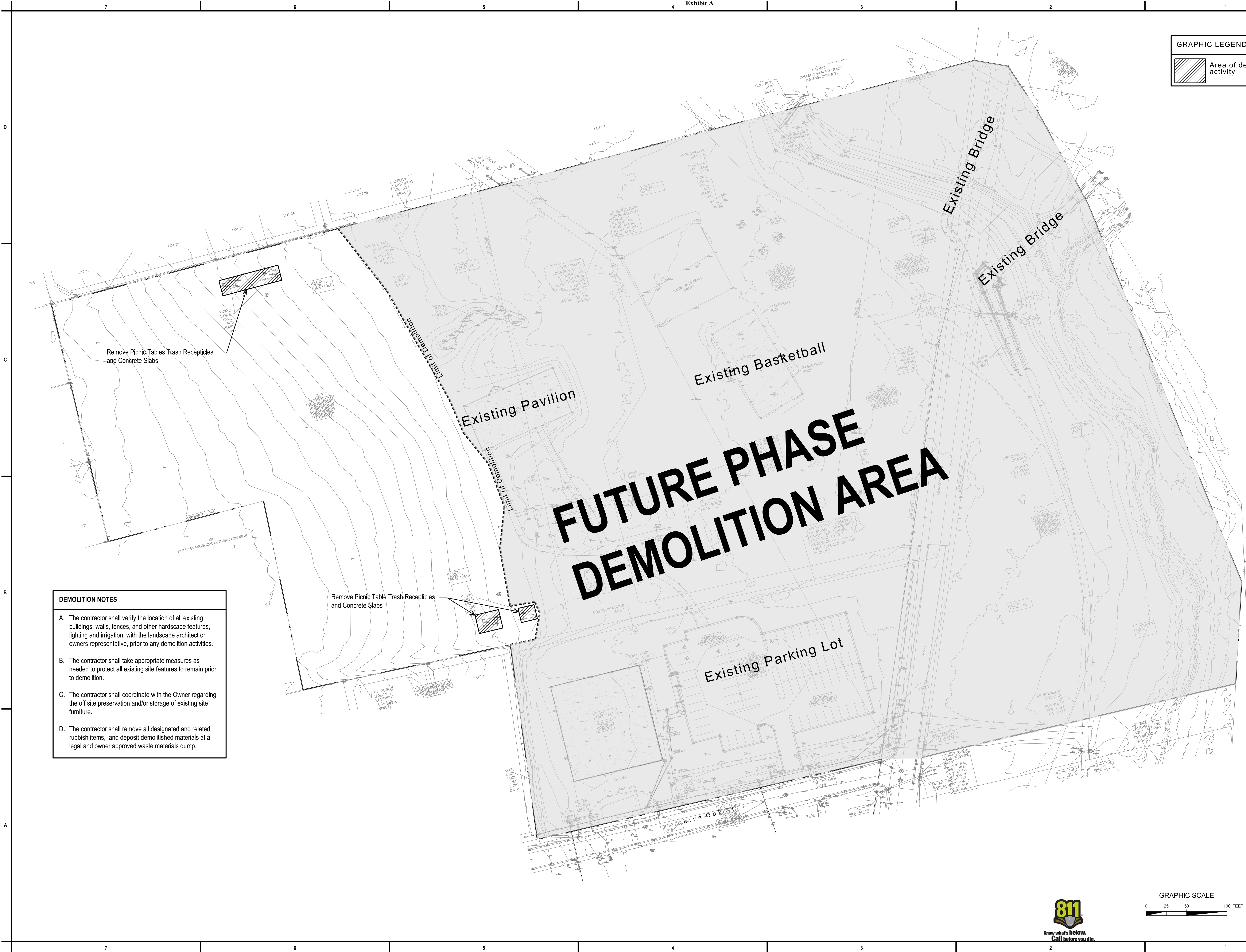
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DEMOLITION PLAN

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FOR
CONSTRUCTION

12/08/2023

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/14/2023

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FRITZ PARK PHASE ONE

**400 PARK AVENUE
HUTTO, TX 78634**

DESIGNER | DC
DRAWER | DL
CHECKER | CW

SUANCES & REVISIONS

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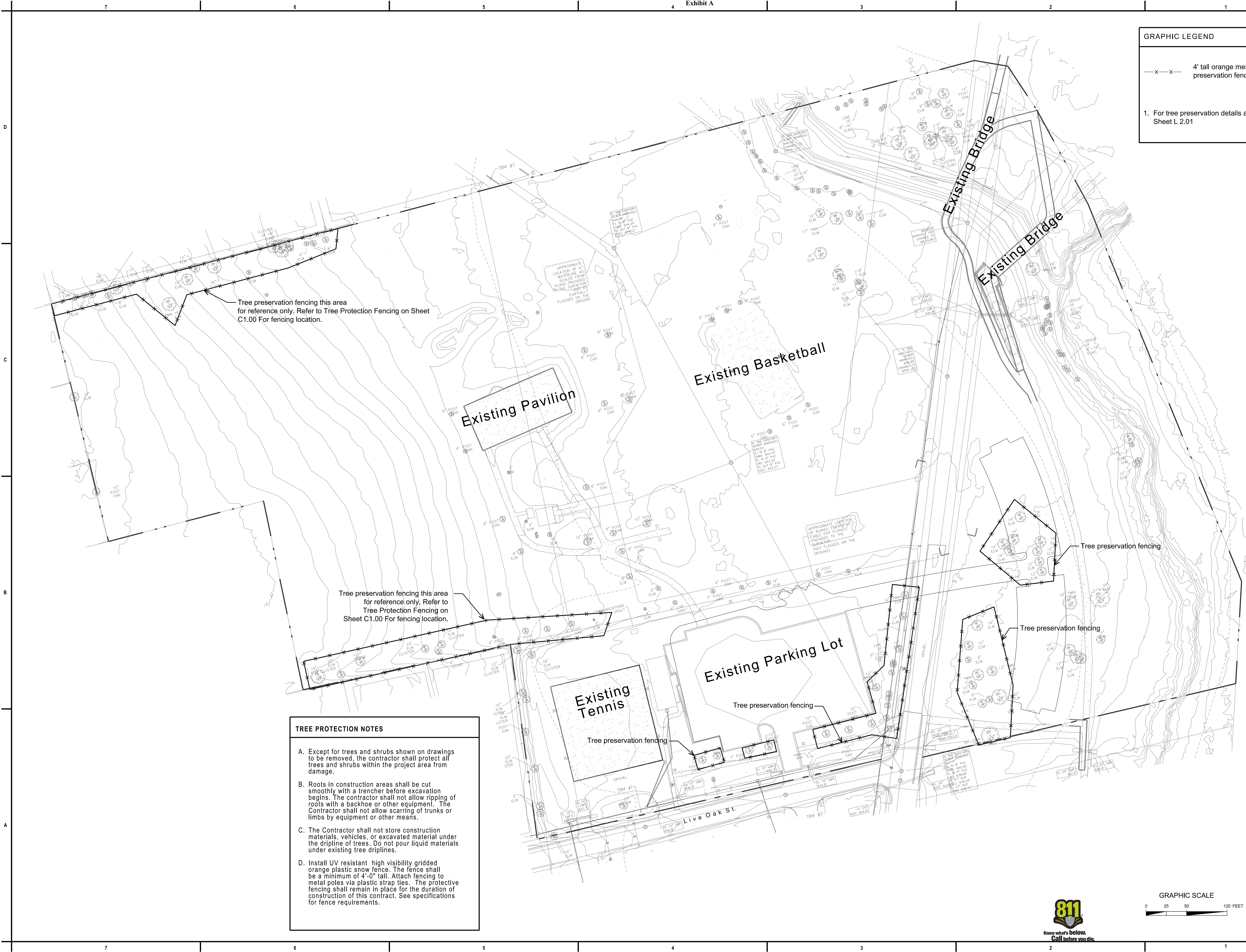
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FREE PRESERVATION / RELOCATION PLAN

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WITHOUT THE AUTHORIZATION OF
BURDITT CONSULTANTS, LLC.

ISSUANCE:

**FOR
CONSTRUCTION**

12/08/2023

SEAL:



11/14/2023

THE CITY OF HUTTO

FRITZ PARK PHASE ONE

PROJECT NO. | 1433.002.TO11.III
400 PARK AVENUE
HUTTO, TX 78634

DESIGNER | DC
DRAWER | DL
CHECKER | CW

ISSUANCES & REVISIONS

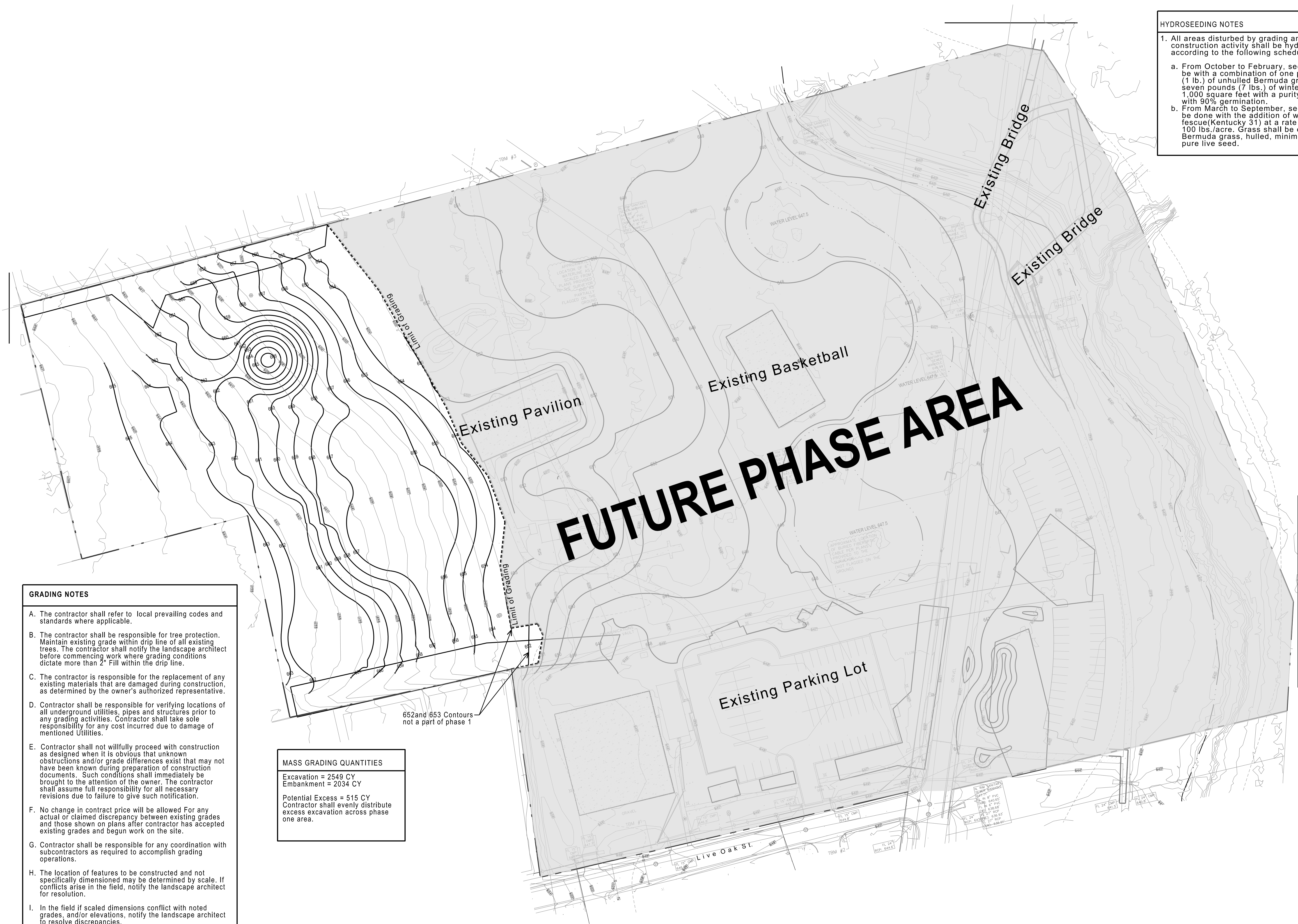
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ROUGH GRADING PLAN

L1.03

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GRADING NOTES

- A. The contractor shall refer to local prevailing codes and standards where applicable.
- B. The contractor shall be responsible for tree protection. Maintain existing grade within drip line of all existing trees. The contractor shall notify the landscape architect before commencing work where grading conditions dictate more than 2" Fill within the drip line.
- C. The contractor is responsible for the replacement of any existing materials that are damaged during construction, as determined by the owner's authorized representative.
- D. Contractor shall be responsible for verifying locations of all underground utilities, pipes and structures prior to any grading activities. Contractor shall take sole responsibility for any cost incurred due to damage of mentioned Utilities.
- E. Contractor shall not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during preparation of construction documents. Such conditions shall immediately be brought to the attention of the owner. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- F. No change in contract price will be allowed For any actual or claimed discrepancy between existing grades and those shown on plans after contractor has accepted existing grades and begun work on the site.
- G. Contractor shall be responsible for any coordination with subcontractors as required to accomplish grading operations.
- H. The location of features to be constructed and not specifically dimensioned may be determined by scale. If conflicts arise in the field, notify the landscape architect for resolution.
- I. In the field if scaled dimensions conflict with noted grades, and/or elevations, notify the landscape architect to resolve discrepancies.
- J. Fill and grade smooth all holes, depressions, and ruts that are a result of work performed under this contract. All areas are to be graded so as to provide positive drainage and outfall.

MASS GRADING QUANTITIES

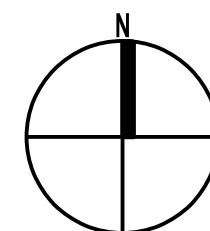
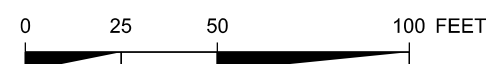
Excavation = 2549 CY
Embankment = 2034 CY

Potential Excess = 515 CY
Contractor shall evenly distribute
excess excavation across phase
one area.



Know what's below.
Call before you dig

GRAPHIC SCALE



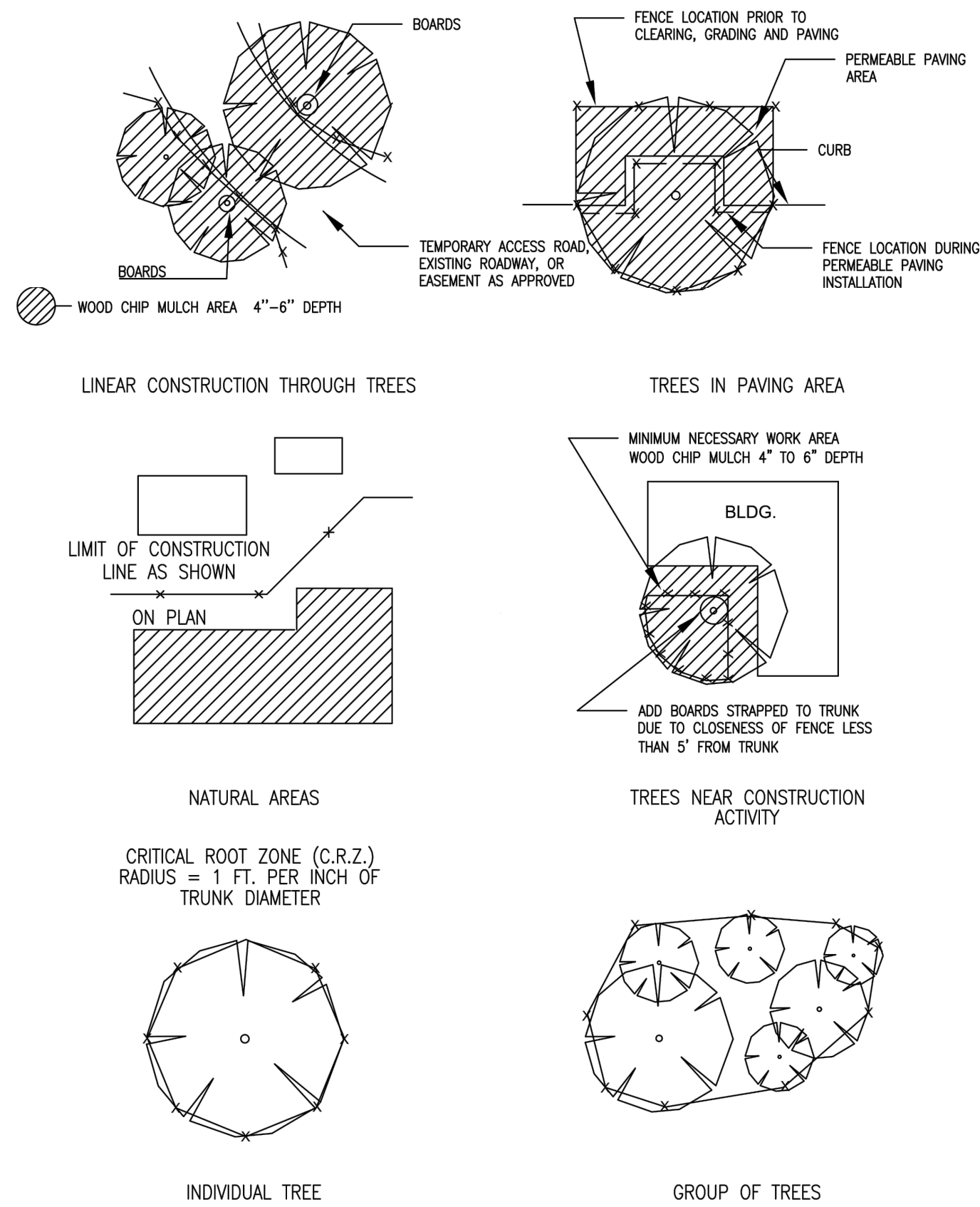
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TEMPORARY EROSION & SEDIMENT CONTROL GUIDELINES	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-01

1. SOLE SIZE SHALL BE 3" - 6" OPEN GRADED ROCK.
2. THICKNESS OF CRUSHED STONE PAD TO BE NOT LESS THAN 8".
3. ELEVATION SHALL BE A MINIMUM OF 50' FROM ACTUAL ROADWAY, AND WIDTH NOT LESS THAN FULL WIDTH OF INGRESS/EGRESS.
4. ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
5. DRAINAGE CONDITION SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS OF WAY MUST BE REMOVED IMMEDIATELY BY CONTRACTOR.
6. WHEN AN APPROVED EROSION CONTROL MEASURE IS REQUIRED, SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	STABILIZED CONSTRUCTION ENTRANCE	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-02

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MIN. OF ONE (1') FOOT.
2. THE TRENCH SHALL BE 12" DEEP AND 6" WIDE. THE TRENCH, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW, WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT) WEIGHT FRACTURE FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHALL BE SECURELY FASTENED TO EACH SILENT SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS SECURELY FASTENED TO THE TRENCH.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPED STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS NOT TO CONTRIBUTE TO ADDITIONAL SILTATION.
8. SILT FENCE SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED
9. J-HOOKED SILENT SILT FENCE IS INSTALLED AT AN ANGLE OF 30 DEGREES OR GREATER FROM PARALLEL TO THE CONTOURS.

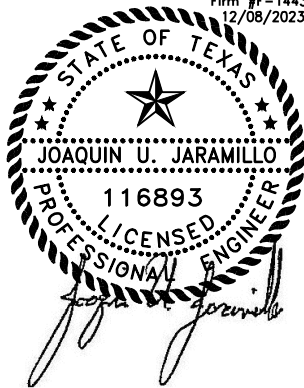
The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	SILT FENCE	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-03



The City of Hutto Construction Standards and Details	CURRENT AS OF 10/01/2023	TREE PROTECTION FENCE LOCATIONS	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. CH-ESC-16

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BURDITT CONSULTANTS, LLC.

**FOR
CONSTRUCTION**
12/08/2023



3204 EARL RUDDER FWY. S
COLLEGE STATION, TX 77845
T.979.260.6963
TX. FIRM # F-1443

FRITZ PARK PHASE ONE

PROJECT NO. | 1433.002.TO11.III
400 PARK AVENUE
HUTTO, TX 78634

DESIGNER | JTB, JUJ
DRAWER | JTB, JUJ
CHECKER | JUJ

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IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

EROSION CONTROL DETAILS

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Exhibit A

EXHIBIT B

GUARANTEED MAXIMUM PRICE SUMMARY

PROJECT: Construction Manager at Risk Services for Fritz Park Phase 1 Improvements and Renovations

RFQ [or Contract] No. _____

Bid Name:

Hutto - Fritz Park Improvements
Phase I

Bid Date:

11/17/2023; Rev 12-4-2023

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		\$277,087	

Exhibit A

Certified True and Correct By STR Constructors, LLC

By: _____

Date: _____

Printed Name: John Robinson

Title: CEO

STR CONSTRUCTORS, LLC AUTHORIZED REPRESENTATIVE

Exhibit A

Exhibit B



STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

January 23, 2024
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

Attn: Patricia A. Davis, MSCB, P.E., LGPP
CIP Engineer

Re.: Hutto Fritz Park Improvements - Phase I - Costs

Patricia Davis,

STR Constructors presents a Guaranteed Maximum Price (GMP) 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. 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 in the owner's contingency will not be billed to the Owner as a cost of the work.

If you have any questions or need any additional information, please contact me.

Thank you,

A handwritten signature in blue ink that reads "Gilbert Bolding". The signature is written in a cursive, flowing style.

Gilbert Bolding, President

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

EXHIBIT C – [RESERVED]

**SUMMARY OF PRECONSTRUCTION FEE
FOR DESIGN PHASE SERVICES
DESCRIBED IN ARTICLE 2
OF THE PROJECT AGREEMENT
PROJECT NAME:**

Exhibit A

EXHIBIT D

CONSTRUCTION MANAGER'S SITE TEAM

The Construction Manager's personnel including employees and consultants to be assigned to the site during the Construction Phase under the job site their duties and responsibilities, the duration of their assignment, and emergency contact telephone numbers.

Title	Name	Duties and Responsibilities	Emergency Contact telephone
Superintendent	Frank Reyes	Jobsite Supervision of Project	512/633-2282

Certified True and Correct By STR Constructors, LLC

By: _____ Date: _____

Printed Name: Gilbert Bolding

Title: President

STR CONSTRUCTORS, LLC AUTHORIZED REPRESENTATIVE

Exhibit A

EXHIBIT E

SELF PERFORMED WORK AUTHORIZATION FORM

Submitted By:

Construction Manager: STR Constructors, LLC

Construction Manager: Signature / Printed / Title Date

Gilbert Bolding, President

Per Article 3.3, The Construction Manager may self-perform portions of the Work, provided that

- (1) the total value of the self-performed work is less than 30% of the GMP
- (2) written approval is obtained from the Owner by use of this Self Performed Work Authorization Form
- (3) a sealed bid or proposal is submitted and opened in the presence of an Owner's representative at the time and place of opening the other qualified bidders bids or proposals for that portion of the Work or when trade subcontract bids received in excess of the applicable amount for a portion of the Work established for any line item Division of the GMP are opened in the presence of an Owner's representative.
- (4) notice is provided to the Owner when Construction Manager is determined as the low bidder and providing the self performed work outlined herein.

\$ 2,931.00 Estimated Amount of Proposed Work

1 % of GMP

(Calculation based on prior approved Self Performed Work \$ 0 + \$ 2931.00 Proposed Work)

Summary of Work (may be submitted as attachment): _____

PROPOSED SELF-PERFORMED WORK JUSTIFICATION:

Exhibit A

☐ Per a sealed bid that will be submitted at same time and place of the other qualified bidders

☐ Subcontractor bids are above the Construction Manager GMP estimate for such portion of Work

☐ Emergency

☐ Other _____ (Attach any supporting documentation)

Certified True and Correct By STR Constructors, LLC

By: _____ Date: _____

Printed Name: Gilbert Bolding

Title: President

STR CONSTRUCTORS, LLC AUTHORIZED REPRESENTATIVE

Authorization is hereby granted

☐ to submit a proposal for the Proposed Work as stated above in accordance with Article 2.2.15 of the Contract.

☒ to self-perform the work as stated above in accordance with Article 2.2.15 of the Contract

Project Manager Signature / Name Printed _____ Date _____

This form is to be included with Subcontractor reporting.

Exhibit A

EXHIBIT F

CONSTRUCTION TEAM AUTHORIZED REPRESENTATIVES

PROJECT: Fritz Park Improvements and Renovations Phase 1 CMAR agreement

Owner: City of Hutto

Engineer-Architect: Dale K. Clarke, RLA, ASLA
Burditt Consultants, LLC
Address: 105 N. Main, Suite 123, Bryan, TX 77803
Telephone No. (desk) 936-756-3041
Cell: 281-217-1951
Fax No.:
Email: dale.clarke@burditt.com

Owner's Project Manager: Authorized Representative: Jeff White
Address: 500 W. Live Oak Street, Hutto, TX 78634
Telephone No. (desk) 512-759-5967
Cell:
Fax No.:
Email: Jeffrey.white@huttotx.gov

Construction Manager: Authorized Representative: Gilbert Bolding _____
Address: 15500 Highway 29, Liberty Hill, Texas 78642
Telephone No. (desk): _512-515-0254_____
Cell: 512-635-1042
Fax No.: 512-515-0534
Email: gilbertb@strconstructors.com

Construction Manager's Superintendent (if other than above Authorized Representative):

Exhibit A

Frank Reyes

Address:" 15500 Highway 29,Liberty Hill, Texas 78642

Telephone No. (desk): _____

Cell: 512-633-2282

Fax No.:

Email: frank@strconstructors.com

CITY OF HUTTO

By: _____

Name: Jeff White

Title: Director of Parks and Recreation

STR CONSTRUCTORS, LLC

By: _____

Name: Frank Reyes

Title: Construction Manager Superintendent

Exhibit A

EXHIBIT G – [RESERVED]
CHANGE ORDER RATE SCHEDULE

EXHIBIT H

**ITEMS TO BE SUBMITTED WITH
CONSTRUCTION MANAGER'S REQUEST FOR FINAL PAYMENT**

Fritz Park Improvements and Renovations Phase 1 CMAR agreement

- _____ 1. Pay Request (4 copies with original signatures and original seals, noted as Final)
- _____ 2. Final Schedule of Contract Values
- _____ 3. Consent of Surety to make final Payment (signed and sealed)
- _____ 4. Power of Attorney from Surety for Release of Final Payment (Signed and sealed and dated same as Consent of Surety)
- _____ 5. Certificate of Contract Completion
 - a. page one completed by the general Construction Manager (original plus three copies)
 - b. page two completed by Engineer-Architect (original plus three copies)
- _____ 6. Construction Manager's Final Payment Affidavit
- _____ 7. Construction Manager's Guarantee of Construction for one year from the date of substantial completion.
- _____ 8. Copy of the approval by the Engineer-Architect and the transmittal to the end user of manuals, shop drawings, as-builts (one set of sepia's, two sets of prints), brochures, warranties, and List of Subcontractors, with telephone numbers, addresses and contact person on disk.
- _____ 9. Verification that personnel have been trained in the operation of their new equipment (per system: HVAC, controls, fire alarm, etc.), and attendance lists
- _____ 10. Special warranties as required by specifications, in the name of the Owner.
- _____ 12. Engineer's-Architect's Certificate of Specification of Asbestos Containing Materials
- _____ 13. Reconciliation of any and all Direct Payment Material Purchase Orders
- _____ 14. Copy of Certificate of Occupancy if applicable
- _____ 15. All work in compliance with Texas Building Code and City of Hutto Code of Ordinances

NOTE: The Project Manager shall verify the math of all Pay Requests prior to signing Final Pay Request to assure correct payment.

Project Manager Signature: _____

Date: _____

Exhibit A

EXHIBIT I

THE CITY OF HUTTO

Construction Manager's Final Payment Affidavit

State of Texas §

County of _____ §

Before me, the undersigned authority, personally appeared, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

He or she is the (title) _____, of STR CONSTRUCTORS, LLC, which does business in the State of Texas ("Construction Manager").

Construction Manager, pursuant to an Agreement with an Effective Date of _____ with The City of Hutto, Texas ("Owner" or "City"), has furnished or caused to be furnished labor, materials, and services under said Agreement between the Construction Manager and the City for the construction of certain renovations and improvements to Fritz Park in and owned by the City.

This affidavit is executed by the Construction Manager for the purposes of obtaining final payment from the Owner under said Agreement.

All work to be performed under said Agreement has been fully completed, and all entities under the direct contract have been paid in full except the following:

The Construction Manager therefore requests final payment under the Agreement in the amount set forth below in full satisfaction of all Owner payment obligations under said Agreement.

STR CONSTRUCTORS, LLC AMOUNT DUE \$ _____

NAME OF AFFIANT (PRINT)

SIGNATURE OF AFFIANT

TITLE

DATE

Sworn to and subscribed before me this _____ day of _____, _____ by _____, who is personally known to or satisfactorily identified to me, and did take an oath.

Sign: _____

Print: _____

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

Exhibit A

EXHIBIT J

REQUIRED PROVISIONS FOR SUBCONTRACTS

[Reserved for Additional Subcontract Requirements]

EXHIBIT K

OWNER'S CONTINGENCY USE AUTHORIZATION FORM

Fritz Park Phase 1 Improvements and Renovations CMAR agreement

From: _____ To: _____

Name: _____ Name: _____

Title: _____ Title: _____

_____ You are hereby authorized to use Owner's Contingency funds for the following work (Construction Contingency):

_____ You are hereby directed to use Owner's Contingency funds only for the following Work:

Proposed Adjustments

The Proposed basis of adjustment to the Owner's Contingency is:

Lump Sum: _____ Increase _____ Decrease of \$ _____

Cause: (check one)

_____ Buyout _____ Design Omission _____ Design Error _____ Unforeseen Condition

_____ Outside Agency _____ Owner Requested

ACKNOWLEDGEMENTS:

The aforementioned use authorization, and work affected thereby, is subject to all the provisions of the original Agreement. It is expressly understood and agreed that the approval of this Owner's Contingency Use Authorization constitutes full and complete compensation for the work described herein, including any

Exhibit A

and all costs which may result from this work. It is also expressly understood and agreed that the approval of this Contingency Use Authorization Form will not change the Contract time.

APPROVALS		
1 – Submitted:	2-Reviewed	3- Reviewed / Approved
Date: _____	Date: _____	Date: _____
Construction Manager	Engineer-Architect	Owner -

Attachments:

____ Justification Documentation

____ Other _____

EXHIBIT L

CITY OF HUTTO

FRITZ PARK PHASE 1 IMPROVEMENTS AND RENOVATIONS CMAR AGREEMENT
CONSTRUCTION CHANGE DIRECTIVE (CCD)

CCD number if any _____

To: Construction Manager: _____ (Name) _____ (Address)

Date: _____

You are hereby directed to make the following change(s) in this Contract/Agreement:

(Describe briefly any proposed changes or list any attached information)

PROPOSED ADJUSTMENTS:

The Proposed basis of adjustment to the Construction Cost (CC) is:

- ☐ Lump Sum increase/decrease of \$ _____
- ☐ Unit Price of \$ _____ per _____
- ☐ As provided in the Agreement. Section _____
- ☐ As follows:

Current CC \$ _____ plus/minus \$ _____ New CC \$ _____

When signed by the Owner and Engineer-Architect and received by the Construction Manager, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Construction Manager shall proceed with the change(s) described above.

ENGINEER-ARCHITECT (*Firm name*)

OWNER'S PROJECT MANAGER

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

DATE

DATE

Exhibit A

Construction Manager signature below indicates agreement with the proposed adjustments in the Construction Costs and Contract Time set forth in this CCD.

Construction Manager (*Firm Name*)

BY (Signature)

DATE

(Typed Name and Title)

Exhibit A

EXHIBIT M

PERFORMANCE BOND

STR to provide Performance Bond after contract execution.

Exhibit A

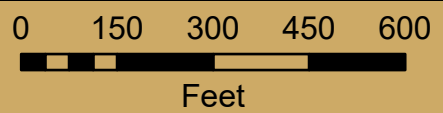
PAYMENT BOND

STR to provide Payment Bond after contract execution.

Fritz Park Improvements



-  Fritz Park Improvements
-  Roadways





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

Enter Values Directly from Subcontract Bidders Only! DO NOT Add

Page 307 of 510



**STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT**

STR Involved Labor Costs

Bid ID #:	
Bid Name:	Hutto - Fritz Park Improvements Phase I
Bid Date:	11/13/2023

Emer Only Wholesale Labor Costs! DO NOT Add Anything to Wholesale Numbers.

[illegible]



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**Page 1 of 1

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

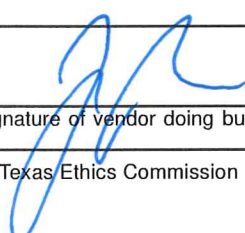
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

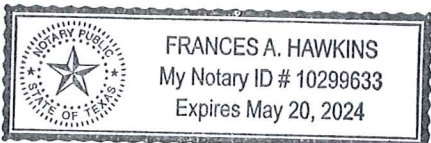
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

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

13.2.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2024-058 related to approval of a change order and authorizing the City Manager to execute the same for the Frameswitch Pumping Station Improvements project and the Smart Ball Testing project with ACP, LTD in the amount of \$261,800 (CIP W02-2023) (CIP W16-2024) (Matt Rector)

Meeting: Thursday, March 21, 2024

Department: Engineering /

Staff Contact: Matt Rector

BACKGROUND INFORMATION:

This request is for approval of a change order to the Frameswitch Pumping Station and 3.0 MG Ground Storage Tank project to include work associated with the SmartBall and Pressure Testing project. This change order was combined with the current construction project for efficiency of resources and time to utilize a current contractor. Change Proposal Requests (CPR) were received on February 23, 2024 and two proposals were received and the lowest proposal cost was submitted by Associated Construction Partners, LTD at \$261,800. Please note, even though it is a change to an existing project the funding is coming from the Smartball Pressure testing CIP W16-2024 project line item.

The City desires to provide pressure testing on 26 miles of water transmission pipeline and install 46 valve boxes associated with the Pressure Testing for Shiloh Water Transmission Line project.

For the last several years, the City's repair crews have made emergency repairs on the 26-mile transmission pipeline due to unanticipated pipe leaks/breaks. Due to the critical nature of this pipeline to the City's water supply system, the City contracted with DCS Engineering to provide professional engineering services for the study, final design, bidding, and construction phase services for the pressure testing of the transmission pipeline. This request includes approving a change order for the low bidder contractor to provide pressure testing on 26 miles of water transmission line and installation of 46 valve boxes with a concrete collar at proposed "Monitor Stations." In case of pipe failure during pressure testing, Chasco Contractors will be engaged to make the required emergency repairs using materials provided by the City.

Below is the anticipated schedule for the Pressure Testing for the Shiloh Transmission Line project:

Notice to Proceed March 22, 2024
Perform First Pressure March 29, 2024
Test

AGENDA ITEM REPORT

13.2.



Complete Final Pressure Test	April 5, 2024
Complete Valve Boxes	May 6, 2024
Final Completion	May 13, 2024

The city team requests approval of the proposed change order to maintain the anticipated schedule to complete the work.

SUMMARY OF REQUEST:

Approval of resolution

STAFF REVIEW:

FISCAL NOTES:

As stated above, the funding for this change order is from project number W16 SmartBall Testing project. This project will be funded from the future issuance of the 2024 CO's and this project in the amount of \$1,000,000 was included in Resolution #2023-266 expressing official intent to reimburse certain expenditures from the issuance. The funding is as follows:

Series 2024 CO's (58)
Account Number: 58-040-058-6705
Account Name: SmartBall and Pressure Testing Project
Budgeted Amount: \$1,000,000
Amount Available: \$313,590
Requested Amount: \$261,800
Amount Remaining: \$51,790

ATTACHMENTS:

1. Hutto Res approving Change Order Frameswitch 3.4.24 R-2024-058
2. 2024.03.14_Change Order No. 6
3. Change Order Log
4. 13.2 Change Order Frameswitch-Smartball
5. ACP 1603 1295 Form 2024.03.04-Signed
6. Form 1295 Cert-Acknowledged-R-2024-058

RESOLUTION NO. R-2024-058

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A CHANGE ORDER BETWEEN ASSOCIATED CONSTRUCTION PARTNERS, LTD AND THE CITY OF HUTTO IN THE AMOUNT OF \$261,800 FOR THE FRAMESWITCH PUMPING STATION IMPROVEMENTS PROJECT (CIP W02-2023) AND THE SMART BALL AND PRESSURE TESTING PROJECT (CIP W16-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve a change order between Associated Construction Partners, Ltd. and the City of Hutto, Texas (“City”) for the Frameswitch Pumping Station Improvements Project (CIP W02-2023) and the Smart Ball and Pressure Testing Project (CIP W16-2024) in the amount of \$261,800; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Change Order, 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 Change Order, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

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

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st day of March 2024 on vote of ___AYES; ___NAYS; ___ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Change Order No. 6

Project Name: Frameswitch 20 MGD Pumping Station and 3.0 MG GST	DCS Project No.: 20101415
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	Owner's Project No.:
	Date of Issuance: 3/14/2024
Project Contractor and Address: Associated Construction Partners, Ltd. 215 W. Bandera Rd., Ste. 114-461 Boerne, Texas 78006	Date of Contract: 4/11/2023
	Contract Period: 449 days

It is agreed to modify the Contract referred to above as follows:

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	CPR No. 8 – Provide pressure testing on 26 miles of water transmission pipeline and install 46 valve boxes with a concrete collar at proposed "Monitor Stations".	\$261,800.00	0
Difference Net =		\$261,800.00	0

Summary: It is agreed to modify the Contract referred to above as follows:

Original Contract Price:	<u>\$17,651,287.00</u>	Original Contract Time Substantial (days and date): <u>389 days, 5/4/2024</u> Final (days and date): <u>449 days, 7/3/2024</u>
Contract Price prior to this Change Order:	<u>\$17,403,484.83</u>	Contract Time prior to this Change Order Substantial (days and date): <u>399 days, 5/14/2024</u> Final (days and date): <u>459 days, 7/13/2024</u>
Net Increase (decrease) of this Change Order:	<u>\$261,800.00</u>	Net Increase (decrease) of this Change Order <u>0</u> days
Revised Contract Price with all approved Change Orders:	<u>\$17,665,284.83</u>	Revised Contract Time with all approved Change Orders Substantial (days and date): <u>399 days, 5/14/2024</u> Final (days and date): <u>459 days, 7/13/2024</u>

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

 Accepted for Contractor by: Kim Hammond  Kim Hammond 2024.03.15 08:34:07-05'00'		3/15/24 Date: 3/15/2024 Date:
Recommended for Approval by (DCS):		Date:
Approved for Owner by:		Attest:
Approved: (Other - when required)		Date:

Distribution: Contractor X File X Field _____ Owner X Other _____

Change Proposal Request No. 8 (Not a Change Order)

Project Name: Frameswitch 20 MGD Pumping Station and 3.0 MG GST	Owner's Project No. (if applicable):
Project Owner: City of Hutto	Regulatory Agency Project No. (if applicable):
DCS Project No. 20101415	Initiated by: ☒ Engineer ☐ Contractor
Contractor: Associated Construction Partners, LTD	Date: 2/12/2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided.
- Work shall not commence until this CPR is signed by the Owner.

Description of the Proposed Change:

Provide pressure testing on 26 miles of water transmission pipeline (23 miles of 16" pipe and 3 miles of 24" pipe) and install 46 valve boxes with a concrete collar at proposed "Monitor Stations" per attached plans, scope of work specification, and Bid Form. In case of pipe failure during pressure testing, the City will utilize its existing on-call contract with Chasco to make the required emergency repairs using staged materials being stored for this purpose at the City's storage yard. Pressure testing shall resume upon completion of repairs.

Attached Plans: The plans show the pressure testing locations, valve box with concrete collar locations, and details required by Chasco to perform potential pipe and/or valve repairs.

Attached Scope of Work Specification: The specification includes but is not limited to information on: construction sequence, project notes applicable to the work for the Contractor and Chasco, roles and responsibilities of each entity, coordination requirements with other entities, hydrostatic testing protocol, list of materials supplied by City to Contractor for use on this project, list of materials supplied by City to Chasco for use on this project, and information being supplied to Chasco for this project.

Attached Bid Form: Utilize the attached Bid Form to submit CPR for review by the City. Email signed CPR by Contractor with Bid Form and backup material required for a CPR to Ms. Kim Hammond with DCS by no later than 4:00 pm on Friday, February 23, 2024. CPRs received after this specified time will not be considered. Contractor shall note that the City is requesting a CPR for this work from three of its active construction projects being performed by ACP, Cash Construction, and CC Carlton. The City plans to review the CPRs and award the work as a Change Order to one the Contractors at the March 7, 2024 Council meeting.

Direct questions to Ms. Kim Hammond with DCS.

Schedule:

Notice to Proceed issued by City and Precon Meeting = March 11, 2024 (time to be determined)

Perform First Pressure Test = March 18, 2024

Complete Final Pressure Test = April 5, 2024 (additional time will be added to this date on a one to one basis, in hours or calendar days, for time spent on field locating leaks/pipe breaks by the Contractor; and/or completion of repair work by Chasco)

Complete Valve Boxes with Concrete Collar and all other work = May 6, 2024

Final Completion = May 13, 2024



By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is approved by the Owner, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by _____ calendar days.

This change will: ☒ Add ☐ Deduct ☐ Unchanged

\$ 261,800



Contractor

Date 3/1/24

DCS Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

Kim Hammond Kim Hammond
2024.03.14 14:51:37-05'00'

By: DCS

Date 3/14/2024

Owner's Action:

☐ Accepted ☐ Not Accepted

Owner

Date _____

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR THE



CITY OF HUTTO, TEXAS

PRESSURE TESTING OF SHILOH WATER TRANSMISSION LINE

FEBRUARY 2024



2/12/24

Prepared by:

A handwritten signature in blue ink, appearing to read 'Darren Strozewski', written over the bottom right portion of the professional seal.



DCS
1101 S. Capital of Texas Hwy, Building G-100
Austin, TX 78746
(512) 614-6171
T.B.P.E. Firm No.: F-13162
Project Number: 20101544

Item No.	Description	Qty	Units	Unit Price	Total Price
BASE BID ITEMS:					
1	Mobilization (maximum 5% of total Bid)	1	LS	\$ 15,000.00	\$ 15,000.00
2	Perform Pressure Testing on one segment of the Shiloh Transmission Line as shown on the plans and per specifications, including restoration of any disturbed areas, labor, equipment, potable water truck, and appurtenances, Complete in Place:	8	EA	\$ 10,750.00	\$ 86,000.00
3	Monitor Station: Install Valve Box with Concrete Collar per City of Hutto Standard Details using City supplied materials as listed in specification, Complete in Place	46	EA	\$ 950.00	\$ 43,700.00
4	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place:	1	LS	\$ 40,000.00	\$ 40,000.00
5	Perform field investigation to locate pipe leak when related to pressure test failure/pipe break in one test segment of pipeline, Complete in Place:	1	EA	\$ 4,000.00	\$ 4,000.00
6	Perform Additional Pressure Test on Shiloh Transmission Line after pipe break repair/leak repair, Complete in Place:	1	EA	\$ 15,100.00	\$ 15,100.00
7	Remove and Replace existing 2" Air Release Valve on Shiloh Transmission Line using City supplied materials as listed in specification, Complete in Place:	1	EA	\$ 2,000.00	\$ 2,000.00
8	Perform Additional Traffic Control for Emergency Repairs (Repair work to be performed by Chasco) including Traffic Control Devices/Flaggers of up to 150 LF along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition) for emergency pipeline repair; Complete in Place:	1	EA	\$ 7,500.00	\$ 7,500.00
9	Allowance for Furnishing and Delivery of (10) ten 16" split bell restraint harnesses (Series 1100 HD by EBAA from Core & Main; or equal) to the City's storage yard at its Central WWTP. Installation on existing ductile iron pipe by others.	1	LS	\$ 12,500.00	\$ 12,500.00
10	Allowance for Furnishing and Delivery of (10) ten 16" split bell restraint harnesses (Series 1100 HV by EBAA from Core & Main; or equal) to the City's storage yard at its Central WWTP. Installation on existing PVC pipe by others.	1	LS	\$ 16,000.00	\$ 16,000.00
11	Allowance for Additional Potholing Services provided by T2 Utility Engineering associated with field found conditions, Complete in Place:	1	LS	\$ 20,000.00	\$ 20,000.00

BASE BID:	\$ 261,800.00
MATERIALS INCORPORATED INTO THE PROJECT	\$10,000
ALL OTHER CHARGES	\$251,800
TOTAL BASE BID (Items 1-11)	\$261,800

TOTAL BASE BID: Two Hundred Sixty One Thousand Eight Hundred Dollars and Zero Cents

(in words)

Bid Clarifications:

- Bid Items 5, 6, and 8 reflect the cost associated with one leak. Each additional leak will be subject to change order and charged at those amounts.
- In the event that segments do not meet the desired test pressure within 6 hours of pumping at the flow rate equivalent or greater than the allowable leakage rate, segment is understood to be failed and test abandoned per hydro-testing protocol.
- Bid items 9,10, and 11 are understood to be allowances. If the costs of these items exceed the allowance amount, a change order will be submitted to cover those costs.

PART 1 – GENERAL

- A. Project Purpose: For the last several years, the City's repair crews have made emergency repairs on the transmission pipeline due to unanticipated pipe leaks/breaks. This caused the pipeline to be out of service for periods of time. Due to the critical nature of this pipeline to the City's water supply system and prior to activating the Shiloh Pumping Station and Noack In-line Pumping Station which will operate at higher water pressures, this scope of work will pressure test the existing 26 miles of Shiloh Water Transmission Line to the rated pressure for the PVC, DIP, and HDPE pipe used in its construction. The work will to confirm the pipe segment's operational fitness and integrity, confirm the pipeline can operate at the planned increased pressures, and/or proactively make repairs to the pipeline prior to failures occurring when the Shiloh and Noack Pumping Stations are activated.
- B. Summary of Work: Provide pressure testing on a total of 26 miles of water transmission pipeline (23 miles of 16" pipe and 3 miles of 24" HDPE) and install 46 valve boxes with a concrete collar at proposed "Monitor Stations" per attached plans, scope of work specification, and Bid Form.
- C. Pipe Failure Repair Work: In case of pipe failure during pressure testing, the City will utilize its existing on-call contract with Chasco to make the required emergency repairs using staged materials being stored for this purpose at the City's storage yard. Pressure testing shall resume upon completion of repairs.
- D. Specification: This specification includes but is not limited to information on: roles and responsibilities of each entity, construction sequence, notes applicable to Series 100 Drawings, hydrostatic testing protocol, list of materials supplied by City to Contractor for use on this project, and list of materials supplied by City to Chasco for use on this project.
- E. Plans: The plans show the pressure testing locations, valve box with concrete collar locations, and details required by Chasco to perform potential pipe and/or valve repairs.

1.01 DEFINITIONS

- A. "Base Bid Items" refers to those bid items that will be included in the contract without exception.
- B. "Alternate Bid Items" refers to those Bid Items that will be included in the contract at the Owner's discretion upon award of the contract, except as noted herein.
- C. Except in the case of allowances, "Cost" refers to the total cost to the OWNER for the work described, including all of direct and indirect costs borne by the Contractor in conjunction with the work described, plus Contractor's overhead and profit associated with the work described. In the case of allowances identified on the bid form, "Cost" refers to the direct cost to the Contractor of the materials or services described and shall be equal to the stated allowance; "Cost" shall exclude indirect costs borne by the Contractor and the Contractor's overhead and profit.

1.02 ROLES AND RESPONSIBILITIES OF EACH ENTITY:

- A. City Operator: Provide materials as listed in this specification, open/close valves, and turn on/off pumps at Shiloh Pumping Station. Materials located at City storage yard adjacent to Central WWTP.
- B. City Inspector: Oversee repairs made to due to pipe failures.
- C. DCS: Project Manager for City overseeing the daily project activities, coordinate daily with Contractor on status, provide status report to City at the conclusion of each day via email, witness pressure tests, overall coordination, and act as primary contact between Contractor and City; and Chasco and City.
- D. T2 Utility Engineers (T2): Performed potholing at 46 locations located at 3,000 ft intervals along pipeline and installed 6" diameter C-900 PVC pipe from top of 16" waterline to +/-1 ft above natural ground.
- E. Contractor: Perform pressure tests, install 46 valve boxes with a concrete collar, locate pipe leaks due to pipe break or failed pressure test, perform other associated duties listed in the specification and on the plans, and coordinate daily with Engineer on status for Engineer's daily project status email to City.
- F. Chasco: In the event of a pipeline break due to pressure testing, perform emergency repairs via their on-call contract with the City. City shall pay Chasco directly for work performed.

1.03 CONSTRUCTION SEQUENCE:

The following construction sequence shall be followed by the contractor:

1. Preconstruction meeting with City, Engineer, Chasco, and other required entities including other construction Contractors working in the area. Contractor shall coordinate with other Contractors in the area prior to and during construction. No separate pay.
2. Contractor shall prepare and submit a testing schedule based on this construction sequence detailing how and when the pressure testing will be performed.
3. A SWP3 site notebook is not required.
4. Installation of erosion control measures are not required for this project.
5. Perform pressure testing for nine segments of pipeline. During test, provide services to listen/test for leaks through the isolation valve being used on each end of the test segment to provide segment isolation. Quantify the pipe leak as none, low, medium, or high.
6. In the event of a pipe break or failed test due to leakage volume exceeding allowable limits included in the table on the plans, terminate pressure test and locate pipe break/pipe leak in the segment of pipe being tested.
7. Coordinate with Chasco for them to perform emergency repairs on any sections of pipeline damaged during pressure testing.
8. Install valve boxes with concrete collar at 46 locations and restore adjacent area grading.
9. Repair any disturbed areas to previous condition.
10. Conduct substantial completion walk-through with Engineer and City Inspector.
11. Complete Engineer and City close-out procedures including City CIP department.
12. Conduct final walk through.
13. Project close-out per City requirements.

1.04 NOTES APPLICABLE TO SERIES 100 DRAWINGS:

1. Notify Engineer prior to beginning each pressure test. Engineer will coordinate with City and issue approval to perform each test.
2. Contractor shall ensure that all private property is in equal to or better than existing condition upon completion of work occurring in easements and all access gates are kept closed to maintain security of property and livestock during the project.
3. Contractor shall immediately notify the Engineer in the event of pipeline failure during pressure testing. Contractor shall drive segment being tested to locate all pipe failures and coordinate with City and Chasco to complete repairs.
4. Chasco to provide labor, equipment, and trench safety for making repairs to pipe due to pipe failure using City supplied/stored materials for this purpose. Chasco shall hand chlorinate the section(s) of pipe which are replaced using HTH or chlorinated water meeting the minimum concentrations per TCEQ and/or AWWA requirements for returning short segments of potable waterline to service.
5. Contractor scope to include but not be limited to backfilling, road repair, chlorination, and traffic control for all emergency repairs.
6. Finish grade shall match existing ground. Restore all drainage flowlines and facilities disturbed by construction to preconstruction condition and location.
7. Contractor shall maintain stormwater runoff through or around work at all times.
8. Contractor shall implement traffic control per specifications and drawings as required by the location and nature of work.
9. Contractor shall dispose of all excess material at off-site location. any material taken off-site shall be disposed of in accordance with all local, state, and federal regulations.
10. Where lawn areas are disturbed by construction activities, Contractor shall revegetate these areas using sod matching the type disturbed. Contractor shall water all sod until established.
11. All disturbed areas, with the exception of farmed areas, are to be revegetated with hydromulch. Hand broadcast hydromulching is acceptable for area not exceeding 1,000 square feet.
12. Upon completion contractor shall place 6" min of topsoil on all excavated areas.
13. Contractor shall repair any damage to private irrigations systems due to his construction activities including temporary plugging of broken lines. Coordinate with engineer prior to performing work.
14. When cattle or livestock are present along the pipeline route, Contractor shall install orange safety fencing with t-posts around open excavation/trenches at the end of each work day to

- prevent cattle from falling into excavations/trenches. Fencing shall be removed upon backfilling of trench.
15. Contractor shall take all due precautions to protect existing crops from damage. When damage is anticipated, Contractor shall notify Engineer prior to causing damage and receive direction on how to proceed.
 16. Contractor to give notice to the property owner affected by his operations at least 48 hours prior to entering the property and commencement of work.
 17. Contractor's limits of construction shall be defined as water, wastewater, public utility, and temporary construction easements; and public road right of ways as shown on the plans.
 18. Restore existing infrastructure that is damaged by demolition/construction activities to equal or better than existing conditions.
 19. Contractor is responsible for the repair of existing utilities damaged by construction.
 20. Contractor shall maintain at least one lane of traffic in area of construction at all times. Contractor shall provide a flagger at both ends of lane closure to direct traffic in accordance with traffic control plan.
 21. All trenches in paved area shall be covered with steel plates or backfilled at the end of each day. Safety fence shall be added to barricade all trenches left open overnight. where trench or bore pit is located within 15' of the road, concrete barricades shall be installed to protect trench area.
 22. Locations of existing underground utilities are not known. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages that might be occasioned by the failure to exactly locate and preserve any and all underground utilities.
 23. The information shown on the plans is the best information known based on record drawings, GIS data, and field inspections. Where pipeline is shown to fall outside of the existing easement, the City believes that the pipeline is actually installed within the limits of existing easements. Contractor shall communicate to the Engineer any discrepancies found in the field.

1.05 HYDROSTATIC TESTING PROTOCOL

- A. This Section includes furnishing and performing operations in connection with hydrostatic testing of the existing Shiloh Transmission Line as shown on the plans.
- B. Transmission line pressure testing shall be performed between the hours of 9 am and 4 pm, Monday through Thursday.
- C. The City has actuated all the valves called out on the plans to be used as isolation valves for pressure testing through two open/close cycles.
- D. Contractor shall provide a potable water truck for makeup water used in the pressure testing. Contractor shall obtain potable water at no cost from City from one of the following locations: Shiloh Transmission Line drain valve at the closest creek crossing; designated City fire hydrant located within City limits/ETJ; or Shiloh Pumping Station site temporary 6" gate valve installation on the west end of the pump discharge header (i.e. SmartBall insertion point where 6" surge relief valve is presently located).
- E. If a pipeline segment fails the pressure test due to a sudden pipe break, then the pressure test will be repeated after the repairs have been completed by Chasco. Chasco will not perform pressure tests. Contractor shall perform an additional pressure test on this segment and will be paid for each additional pressure test performed per unit price on the Bid Form.
- F. If a pipeline segment fails the pressure test due to exceeding the acceptable volume of water lost prior to reaching the 6-hour time limit, the pressure test will be terminated and the Contractor shall drive the pipeline segment to locate the leak. The pipeline will remain under the test pressure and water will continue to be supplied to the pipeline during this field investigation by the Contractor until such time that the Contractor's potable water tank has been emptied.
- G. If a pipeline segment fails the pressure test due to exceeding the acceptable volume of water lost prior to reaching the 6-hour time limit and a pipe leak was not located by the Contractor by driving the pipeline alignment, the test will be noted as a failure and the testing on this segment terminated by the Contractor. Additional testing will be performed by the City outside of this contract.
- H. Performance and Design Test Requirements
 1. Contractor shall measure and record static pressure on testing form at the test location prior to starting test.
 2. Test Pressure: Apply designated pressure at designated test point as shown on Drawings.
 3. Permissible Leakage: Leakage not to exceed that as shown on the plans.

- 1 4. Leakage Defined: Leakage is quantity of water supplied into newly laid pipe, or any valved
- 2 section thereto, necessary to maintain specified leakage test pressure after pipe has been filled
- 3 with water and air expelled and the specified test pressure has been applied.
- 4 5. Duration of Pressure Test: Testing for each designated section of pipeline shall be 6 hours.
- 5 Amount of leakage or make-up water required shall be documented and provided to the
- 6 Engineer and Owner.
- 7 6. Contractor shall relieve pressure in test segment to the static pressure measured before
- 8 initiating the test; and notify the City's Operator to open the isolation valves. Note: pressure
- 9 must be relieved to avoid damage to the isolation valves.
- 10 E. Testing
- 11 1. Procedure: Existing air release valves or drain valve assemblies have been designated on the
- 12 plans to complete the pressure testing at the specified test pressure, by connecting to the
- 13 existing pipeline using the existing tap and isolation valve at air release valve locations or at the
- 14 drain valve assembly blind flange. Furnish pump, pipe connections, and necessary apparatus,
- 15 gauge, and meters. Furnish necessary labor and assistance for conducting test, all subject to
- 16 approval by Engineer. Salvage existing air release valve, instruments, and all appurtenances
- 17 prior to starting work. Reinstall upon completion of work to equal or better than existing
- 18 condition.
- 19 2. Notify Engineer upon completion of the 6-hour pressure test and the measured leakage volume.
- 20 3. Contractor shall provide leakage testing forms to Engineer upon completion of each test.
- 21 F. Leakage Volume Calculation Methodology for Table shown on Plans:
- 22 1. Test Pressure: Target pressures set at 165 psi, 235 psi, or 250 psi depending on rated pressure
- 23 of pipe as shown on plans. Drain valve assembly and ARV locations being utilized generate a
- 24 test pressure of not more than 30 psi higher than the pipe's pressure rating (as measured at the
- 25 lowest point in the test segment). The maximum pressure to be applied by the Contractor at the
- 26 specified test locations shall be set per the table in the plans.
- 27 2. Permissible Leakage: Leakage not to exceed that determined from the following formula:
- 28
$$L = \frac{SD\sqrt{P}}{148,000}$$
- 29 Where L = Allowable leakage in gallons per hour.
- 30 S = Length of pipe tested in feet.
- 31 D = Nominal diameter of pipe or valve, in inches.
- 32 P = Test pressure during leakage test in pounds per square inch gage.
- 33 3. Leakage Defined: Leakage is quantity of water supplied into the pipe, or any valved section
- 34 thereto, necessary to maintain specified test pressure after pipe has been filled with water and
- 35 air expelled and the specified test pressure has been applied.
- 36
- 37

38 **1.06 LIST OF MATERIALS SUPPLIED BY CITY TO CONTRACTOR FOR USE ON THIS**

39 **PROJECT:**

- 40 A. Contractor shall perform inventory of City's storage yard to confirm all materials with associated
- 41 appurtenances are on hand for work to be performed. Contractor shall identify to City any
- 42 additional appurtenances which are needed; and City shall acquire these items. Contractor shall
- 43 perform inventory within 5 business days of being issued the notice to proceed for this work.
- 44 B. Contractor shall pick up materials and appurtenances required to complete the work which are
- 45 stored at City's public works yard. Contractor shall log out items taken from City inventory and
- 46 obtain signature on form from a City Staff member prior to leaving the yard.
- 47 C. Contractor shall return all unused materials to City's storage yard, City Staff shall log material back
- 48 in, and Contractor shall obtain signature on form from City Staff member prior to leaving the yard.
- 49

Item No.	Description	Qty	Units
1	ARI D-040 P 2" Air Release Valves	2	EA
2	2" Brass Ball Valve	4	EA
3	2" Grip Joint Couplings	4	EA
4	2" Polyethylene Tubing for ARV repairs	100	LF
5	6" C-900 PVC (DR 25) for SmartBall inspection riser pipes (Installed in pothole by potholing company)	460	LF

6	Valve box for risers - Sigma VB261-8 or equal	46	EA
7	80 LB bag of quick setting concrete for SmartBall inspection riser pipe collar (24"x24"x8")	207	EA
8	#5 Rebar for concrete collar for SmartBall inspection riser pipes	276	LF
9	3/8" F or 1/2" D Rock for filling voids around 6" pipe in pothole	5	CY
10	Waterline markers: Repnet 3-Rail 66" Fiberglass Blue Marker (Part #RFR66CBGD1333C to read "COH 512 450-2150")	46	EA

1 **1.07 LIST OF MATERIALS SUPPLIED BY CITY TO CHASCO FOR USE ON THIS PROJECT:**

- 2 A. Chasco shall perform inventory of City's storage yard to confirm all materials with associated
3 appurtenances are on hand for work to be performed. Chasco shall identify to City any additional
4 appurtenances which are needed; and City shall acquire these items. Chasco shall perform
5 inventory within 5 business days of being issued the notice to proceed for this work.
6 B. Chasco shall pick up materials and appurtenances required to complete the work which are stored at
7 City's public works yard. Chasco shall log out items taken from City inventory and obtain
8 signature on form from a City Staff member prior to leaving the yard.
9 C. Chasco shall return all unused materials to City's storage yard, City Staff shall log material back in,
10 and Chasco shall obtain signature on form from City Staff member prior to leaving the yard.
11

Item No.	Description	Qty	Units
1	16" Ductile Iron Pipe (Class 250 psi)	80	LF
2	24" Ductile Iron Pipe (Class 250 psi)	20	LF
3	16" C-900 PVC (DR 18)	40	LF
4	16" C-900 PVC (DR 25)	40	LF
5	16" M.J. Flanged Sleeve	4	EA
6	16" M.J. Stargrip Coupling DIP	6	EA
7	16" M.J. Stargrip Coupling PVC	6	EA
8	24" Restrained Adapter Flange Coupling (Class 200 psi)	2	EA
9	16" Ductile Iron restrained M.J. 90 degree bend (Class 250 psi) per AWWA C153	4	EA
10	16" Ductile Iron restrained M.J. 45 degree bend (Class 250 psi) per AWWA C153	4	EA
11	16" Ductile Iron restrained M.J. 22.5 degree bend (Class 250 psi) per AWWA C153	4	EA
12	16" Ductile Iron restrained M.J. 11.25 degree bend (Class 250 psi) per AWWA C153	4	EA
13	16" Mechanical Joint Resilient Wedge Non-Rising Stem Gate Valves	2	EA
14	EBAA Series 1100HV Restraint for existing Push-on Joints on 16" Diameter PVC Pipe	20	EA
15	EBAA Series 1100HD Restraint for existing Push-on Joints on 16" Diameter DIP Pipe	20	EA
16	8" mil thick Polyethylene Plastic Wrap for 16" pipe for use restraints at existing push-on joints	300	LF
17	3/8" F or 1/2" D Rock for pipe bedding and backfill associated with pipe repair	15	CY

12 **1.08 CHASCO EMERGENCY REPAIR REQUIREMENTS:**

- 13 A. Chasco's contract with the City requires immediate mobilization to the site of a pipe break and
14 continue to work on the repair until the pipeline is put back into service. Thus, pipe breaks are
15 anticipated to take 24 hours or less for repairs to be completed by Chasco including the use of the
16 City's stored materials on hand for pipe break repairs. In the event a valve being used for an
17 isolation valve fails to open after a pressure test, Chasco will be mobilized to remove and replace
18 the valve using a spare 16" resilient wedge gate valve from the City's storage yard.
19 B. Chasco shall install joint restraints on the existing DIP and PVC pipe joints at locations where a
20 leak or blowout has occurred at an existing bend. The number of joints to be restrained upstream
21 and downstream of the bend shall be per the lengths shown on Drawing 00C-01.

- 1 C. Chasco shall have steel plates on hand in case pipe break is under an existing road.
- 2 D. Chasco shall notify City of materials used to make repairs so that City orders replacement materials
- 3 to replenish supplies at storage yard for use on the next pipe leak/break and avoid delays to the
- 4 pressure testing project.
- 5 E. Chasco shall use 24" DIP couplings and 24" DIP pipe to make repairs on the 24" HDPE section of
- 6 pipe.
- 7 F. At all repair locations, Chasco shall photo document pipe material and pressure class of pipe via the
- 8 data stamped on the exterior of the pipe. All photos shall be submitted to the Engineer with the
- 9 station number per the plans where the photo was taken.
- 10 G. Upon completion of the SmartBall testing (by others), Chasco will expose the locations of the pipe
- 11 material changes identified through the SmartBall testing and photo document the pipe materials via
- 12 the data stamped on the exterior of the pipe. All photos shall be submitted to the Engineer with the
- 13 station number per the plans where the photo was taken.

14

END OF SECTION

City of Hutto
Frameswitch Pumping Stations
Change Order Log

CO No.	Description	Initiated	Status	Date Signed	Amount	Time
1	CPR No. 1 - Deletion of (1) Inserta valve, (3) TS&Vs, (1) Single stop, and 16" temporary bypass piping. Addition of (1) double line stop system, (1) TS&V, and 12" temporary bypass piping. CPR No. 2 - Remove Bid Item No. 7: 4 - 36" MJ DI 45-degree bends.	06/08/23	Approved and Executed	6/12/2023	(\$205,627.93)	0
2	Removal of Bid Item No. 22. Alternate Bid for over excavation and backfill was not needed due to a suitable bearing capacity at elevation 630.	06/14/23	Approved and Executed	6/22/2023	(\$159,850.00)	0
3	Additional linestop bypass system of the 16" discharge line tie in	07/21/23	Approved and Executed	8/4/2023	\$119,894.39	10
4	CPR No. 4 - Partial deduction of Bid Item No. 22 (remove/relocate OHP) and Addition of tree removal to accommodate OHP installed by Oncor	08/25/23	Approved and Executed	9/5/2023	(\$22,000.00)	0
5	CPR No.7 - Additional electrical duct bank.	02/05/24	In Progress	TBD	\$19,781.37	0
6	CPR No. 8 - Pressure testing of 26 miles of Shiloh Transmission Line.	03/14/24	In Progress	TBD	\$261,800.00	0
		Total of Change Orders =			\$13,997.83	10



CONTRACT/AGREEMENT APPROVAL & ROUTING FORM

Please attach this form to any Contract/Agreement Document requiring City Management approval/signature. Contracts and Agreements for Goods and Services must be submitted to the Purchasing Department prior to City Management Approval.

SUBMITTED BY:	Patricia A. Davis, P.E.	DEPARTMENT:	Engineering				
VENDOR NAME:	ACP < LTD	VENDOR #:	22173				
REQUESTED APPROVAL DATE:	CONTRACT/AGREEMENT ID#:						
DESCRIPTION OR SUMMARY OF ATTACHED DOCUMENTS							
This is a request for a Change Proposal from Associated Construction Partners, LTD, related to the additional work by ACP, who is the general contractor on the Frameswitch Pumping Station project (CIP W2-2023) for the SmartBall Testing project (W16-2024). The funding will be provided from the approved FY24 W-16-2024 project, and added scope to the W02-2023 project.							
REQUIRES CITY COUNCIL ACTION?	No ☐	Yes ☒	TENTATIVE COUNCIL AGENDA DATE:				
REQUIRES CITY ATTORNEY REVIEW/APPROVAL?	No ☐	Yes ☒	Comments/Sign: <i>Marc Calderaro</i>				
RESOLUTION/ORDINANCE REQUIRED OR ATTACHED?	No ☐	Yes ☒	Comments:				
FISCAL AND BUDGETARY IMPACT							
GL Account	Fund	Div	Dept	Object/Project	Total Contract Amount	Appropriation Request For Current FY	Available FY Budget
	58	040	058	6705	\$261,800. -		
Finance Director Comments: <i>Series 2024 CO's</i>							
Finance Review Signature <i>Alberta S. Barrett</i>							
Date:							
<i>Matt Rector</i>							
AUTHORIZATIONS: Purchasing and CFO Approval is required prior to request for City Management's signatures. Other Signatures are required as authorized by purchasing guidelines and city policies.							
Director Signature	Printed Name		Date		Ext./Phone		
<i>Matt Rector</i> Matt Rector (Mar 12, 2024 15:13 CDT)							
Purchasing Authorized Signature	Printed Name		Date		Ext./Phone		
<i>Kylgran</i>							
ACM Signature	Printed Name		Date		Ext./Phone		
City Secretary Signature	Printed Name		Date		Ext./Phone		
City Manager Signature	Printed Name		Date		Ext./Phone		

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.

Associated Construction Partners, Ltd.
Boerne, TX United States

Certificate Number:
2024-1130484

Date Filed:
03/04/2024

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.

20101415
Frameswitch 20 MGD Pumping Station and 3.0 MG GST

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Simpson, Jill	Boerne, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jill Simpson, and my date of birth is 5/28/1983.

My address is 215 W Bandera Rd., Ste. 114-461, Boerne, TX, 78006, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 4th day of March, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.**

Associated Construction Partners, Ltd.
Boerne, TX United States

Certificate Number:
2024-1130484

Date Filed:
03/04/2024

Date Acknowledged:
03/04/2024

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.

20101415
Frameswitch 20 MGD Pumping Station and 3.0 MG GST

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Simpson, Jill	Boerne, 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

13.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-063 authorizing the City Manager to execute a Multiple-Use Agreement with the Texas Department of Transportation (TxDOT) to permit installation of license plate readers at US Highway 79, FM 1660 North, FM 1660 South, and Chris Kelley Blvd (Chief Jeffrey Yarbrough)
Meeting: Thursday, March 21, 2024
Department: Police Department /
Staff Contact:

BACKGROUND INFORMATION:

This item is a requirement of the agreement with Flock Group, Inc. (item 12.2 on this agenda) to allow for the installation of the license plate readers on TxDOT-owned devices. Flock and our City Attorney have been a part of this process for other cities, and will work with our Police Department moving forward to ensure all necessary steps are taken in a timely manner.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res Auth Agmt with TXDOT for license plate reader 3.12.24 w Exh A-3-13-2024-Final R-2024-063
2. Camera_Location Map

RESOLUTION NO. R-2024-063

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MULTIPLE-USE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF HUTTO TO PERMIT THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS WITHIN US HIGHWAY 79, FM 1660 NORTH, FM 1660 SOUTH, AND CHRIS KELLEY BLVD RIGHT OF WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MULTIPLE USE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Hutto, Texas has requested that the Texas Department of Transportation (“TXDOT”) permit the installation and operation of automated license plate recognition cameras on US Highway 79, FM 1660 North, FM 1660 South, and Chris Kelley Blvd right of way within the Hutto city limits; and

WHEREAS, the City Council of Hutto, Texas authorizes the execution of a Multiple Use Agreement (“MUA”) with TXDOT for the purposes provided above; and

WHEREAS, the City Council desires to authorize the City Manager to execute the document referenced above.

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 enter into and execute a MUA with TXDOT, substantially similar in form to the example attached as Exhibit A, which will permit the installation of automated license plate recognition cameras on US Highway 79, FM 1660 North, FM 1660 South, and Chris Kelley Blvd right of way within the Hutto city limits. If the final MUA for execution deviates substantially from the attached example, a resolution with the updated MUA will be presented to the City Council prior to execution.

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 21st day of March 2024 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A



Form 2044 (Rev. 8/21)
Page 1 of 10

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Hutto, Texas a Home-Rule Municipality, hereinafter called City of Hutto, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 21 day of March, 20 24, the governing body for the City of Hutto entered into Resolution/Ordinance No. Ordinance hereinafter identified by reference, authorizing the City of Hutto's participation in this agreement with the State; and

WHEREAS, the City of Hutto has requested the State to permit the construction, maintenance and operation of a public Automated License Plate Readers on the highway right of way, (ROADWAY See Attached CONTROL SECTION NO.).
(General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Hutto will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Hutto and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

Exhibit A

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Hutto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Hutto shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Hutto and found not to comply with ADA or TAS shall be corrected at the entire expense of the- City of Hutto

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

Exhibit A

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Hutto. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Hutto has failed to comply with these responsibilities, it will perform the necessary work and charge City of Hutto the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Hutto shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Hutto shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Hutto for the use of the facility under this agreement, the City of Hutto will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Hutto must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

Exhibit A

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Hutto 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Hutto _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Hutto _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Hutto _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Hutto _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Hutto _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

Exhibit A

12. INDEMNIFICATION

THE City of Hutto WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2024, THE City of Hutto (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

Exhibit A

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Hutto. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Hutto shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Hutto, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Hutto shall include TxDOT as an additional insured by endorsement in City of Hutto's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Hutto's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Hutto shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

Exhibit A

17. CIVIL RIGHTS ASSURANCES

The City of Hutto, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Hutto shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Hutto must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Hutto if that service is authorized by this agreement.

Exhibit A

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Hutto
Maintenance Division	ATTN: City Manager
125 East 11th Street	500 W. Live Oak Street
Austin, Texas 78701-2483	Hutto, Texas 78634

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

Exhibit A

Form 2044 (Rev. 8/21)
Page 9 of 10

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City of Hutto on the 21 day of March, 2024, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

City of Hutto
(Name of other party)

By: _____
Signature

James Earp
Printed Name

City Manager
Title

City of Hutto
Agency

512-759-4835
Contact Office and Telephone No.

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

Exhibit A

Form 2044 (Rev. 8/21)
Page 10 of 10

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

Camera Locations Phase 1



● Cameras
~ Roadways

AGENDA ITEM REPORT

13.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-064 amending the public hearing dates for the limited purpose annexation of 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) (Legal)
Meeting: Thursday, March 21, 2024
Department: Legal /
Staff Contact: Sara Cervantes

BACKGROUND INFORMATION:

This resolution corrects the hearing date for the first public hearing required for the Amendment to the Strategic Partnership Agreement and limited purpose annexation of the 15.513 acres.

The notice in the newspaper has to be published 20 days in advance of the public hearings pursuant to Texas Local Government Code 43.0751(d). The notices were published on March 12, 2024 in the Taylor Press.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res Amending Public Hearing date Star Ranch 3.13.24 R-2024-064

RESOLUTION NO. R-2024-064

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AMENDING THE PUBLIC HEARING DATES FOR THE LIMITED PURPOSE ANNEXATION OF 15.513 ACRES OF LAND, COMMERCIAL PARCEL, TO THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 (STAR RANCH); PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City considered Resolution No. R-2024-056 for the Petition filed by Tack Development, Ltd relating to 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) and for the amendment to the Strategic Partnership Agreement between the City and Star Ranch for the limited purpose annexation of the property and collection of its sales and use tax at the March 7, 2024, City Council Meeting; and

WHEREAS, the City is required to hold two (2) public hearings prior to the City Council's consideration of the amendment to the Strategic Partnership Agreement and limited purpose annexation; and

WHEREAS, the City desires to amend the first public hearing date from March 21, 2024, to April 4, 2024.

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 calls two (2) public hearings set for April 4, 2024 and April 18, 2024. Notice of such hearings shall be published as required by Section 43.0751(d) of the Texas Local Government Code and the hearings shall be open to the public to accept public comment on the Petition and amendment to the Strategic Partnership Agreement.

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, AND ADOPTED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS**, on the 21st day of March 2024, on vote of ____ **AYES**; ____ **NAYS**; and ____ **ABSTENTIONS**.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.5.



To: City Council
Subject: Consideration and possible action on the acceptance of the February 2024 financial report (Alberta Barrett)
Meeting: Thursday, March 21, 2024
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

Background to be included in final report.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. February Financial Report



MONTHLY UNAUDITED FINANCIAL REPORT

FOR THE MONTH ENDED FEBRUARY 29, 2024

Finance Department

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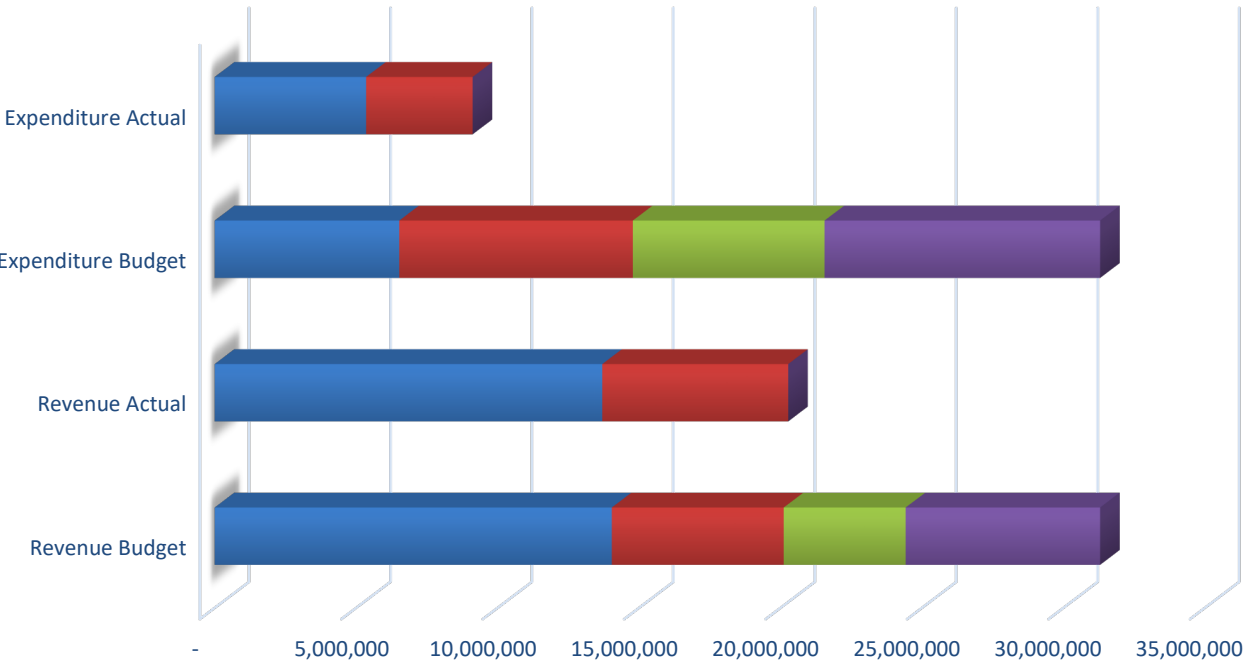
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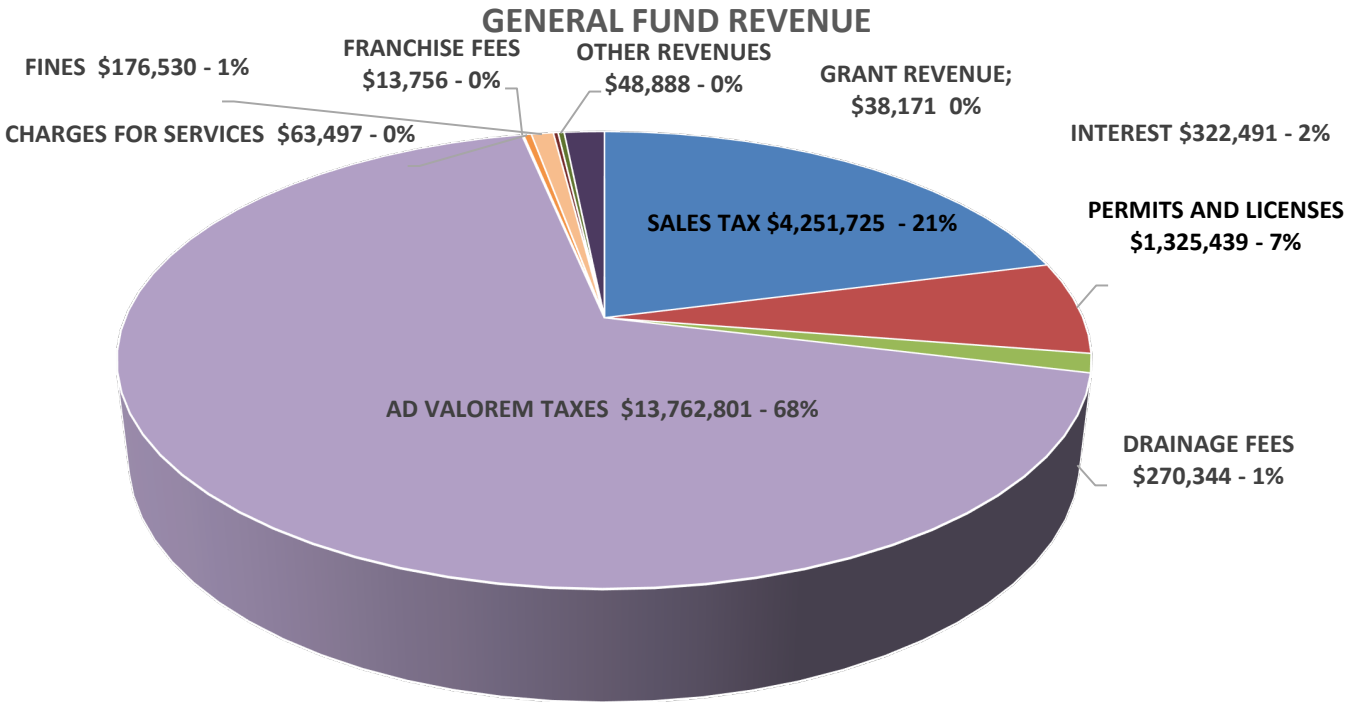
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**FINANCIAL DASHBOARD FOR THE MONTH ENDING
FEBRUARY 29, 2024**

General Fund

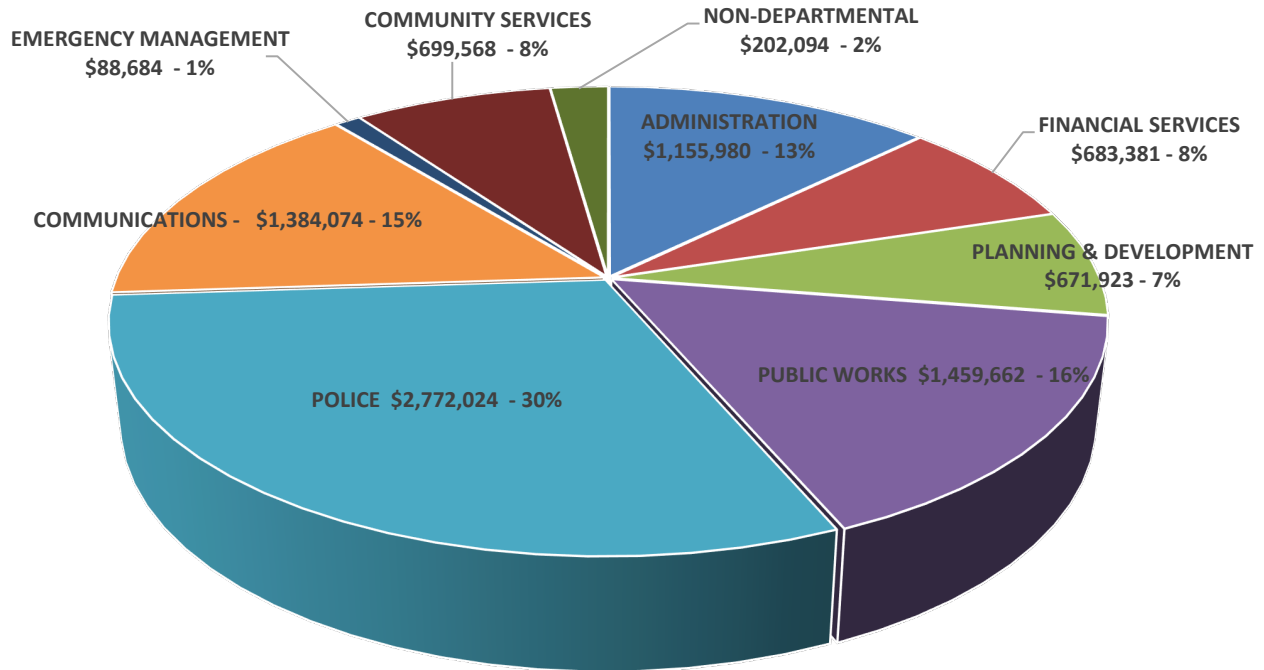


	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	14,037,178	13,701,007	6,525,645	5,352,778
Quarter 2	6,078,083	6,572,635	8,256,427	3,764,612
Quarter 3	4,309,743	-	6,776,030	-
Quarter 4	6,873,053	-	9,739,955	-

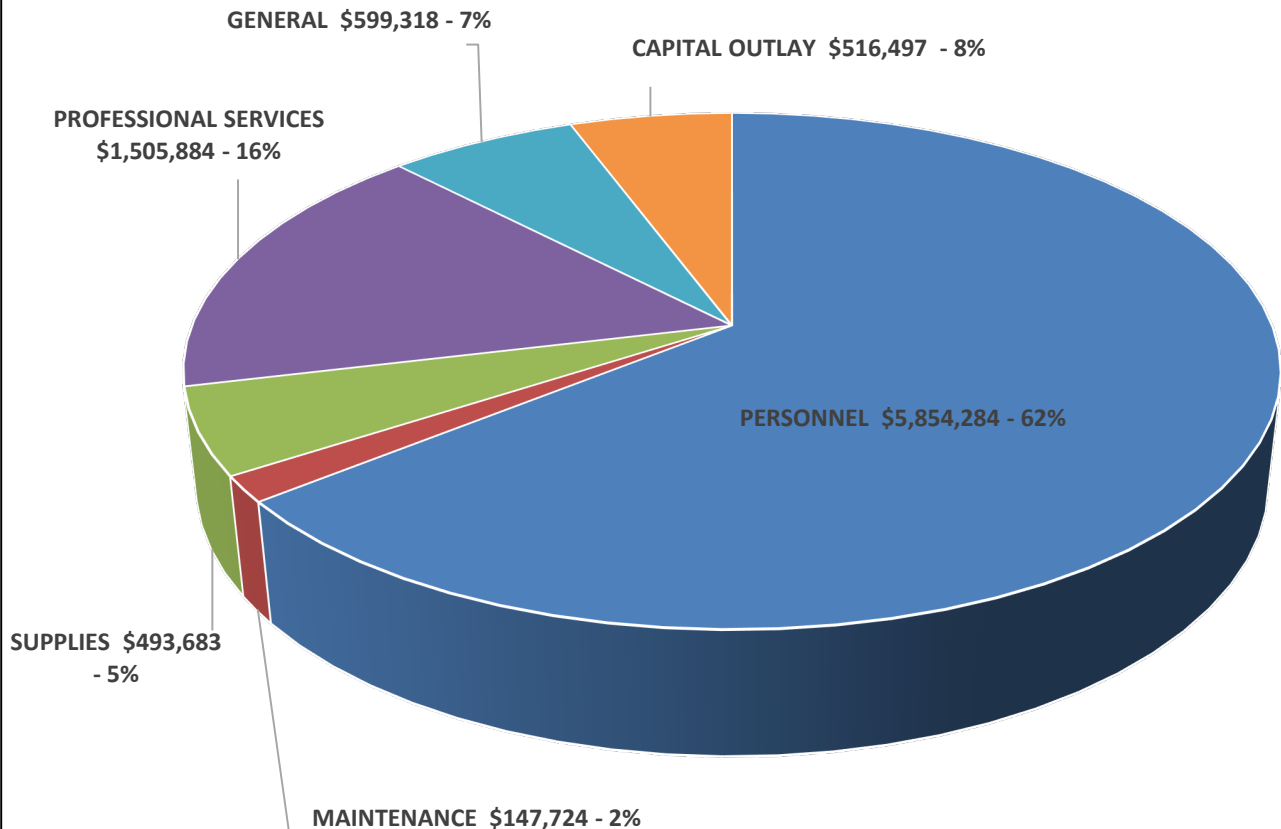


FINANCIAL DASHBOARD FOR THE MONTH ENDING FEBRUARY 29, 2024

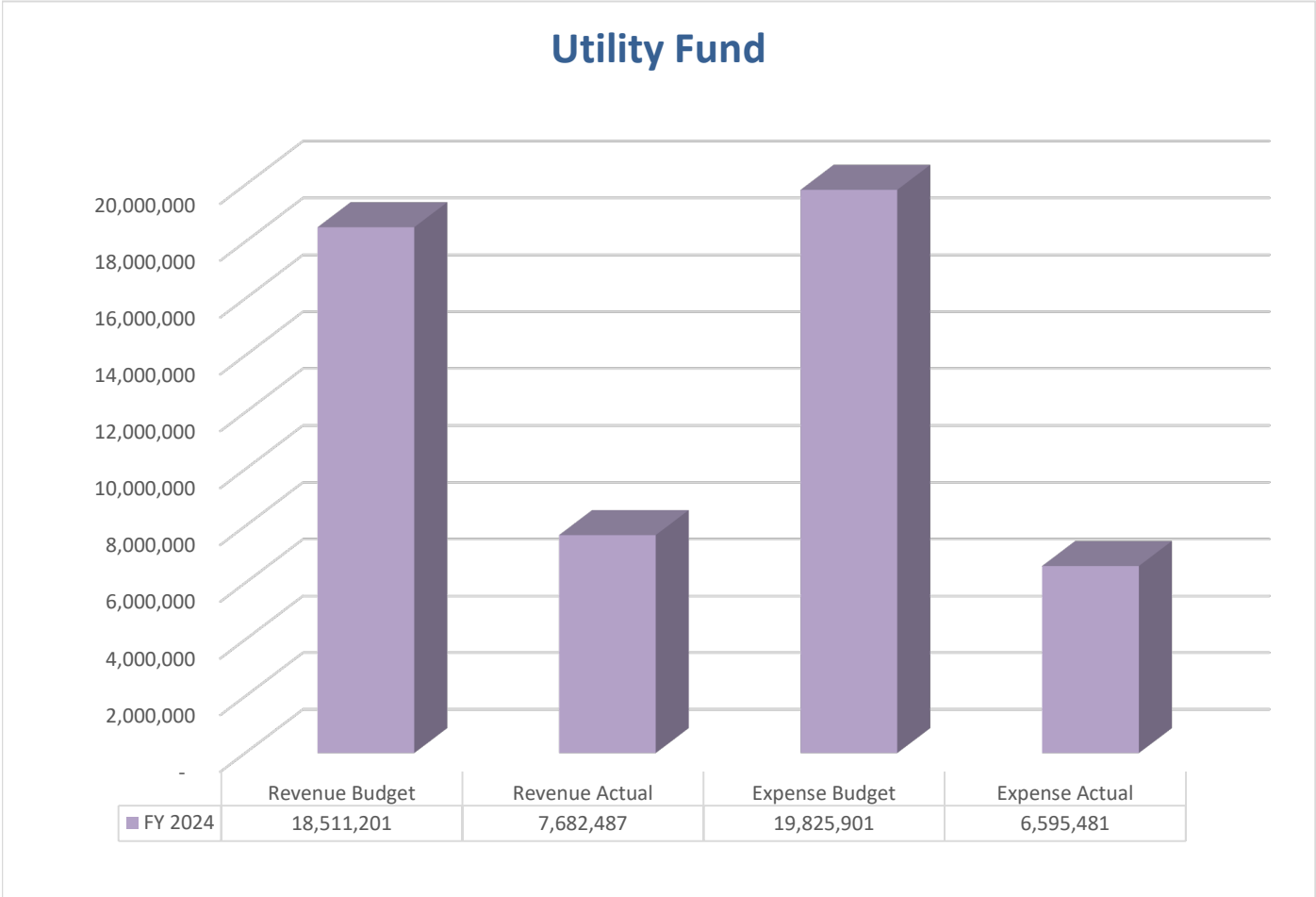
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



**FINANCIAL DASHBOARD FOR THE MONTH ENDING
FEBRUARY 29, 2024**

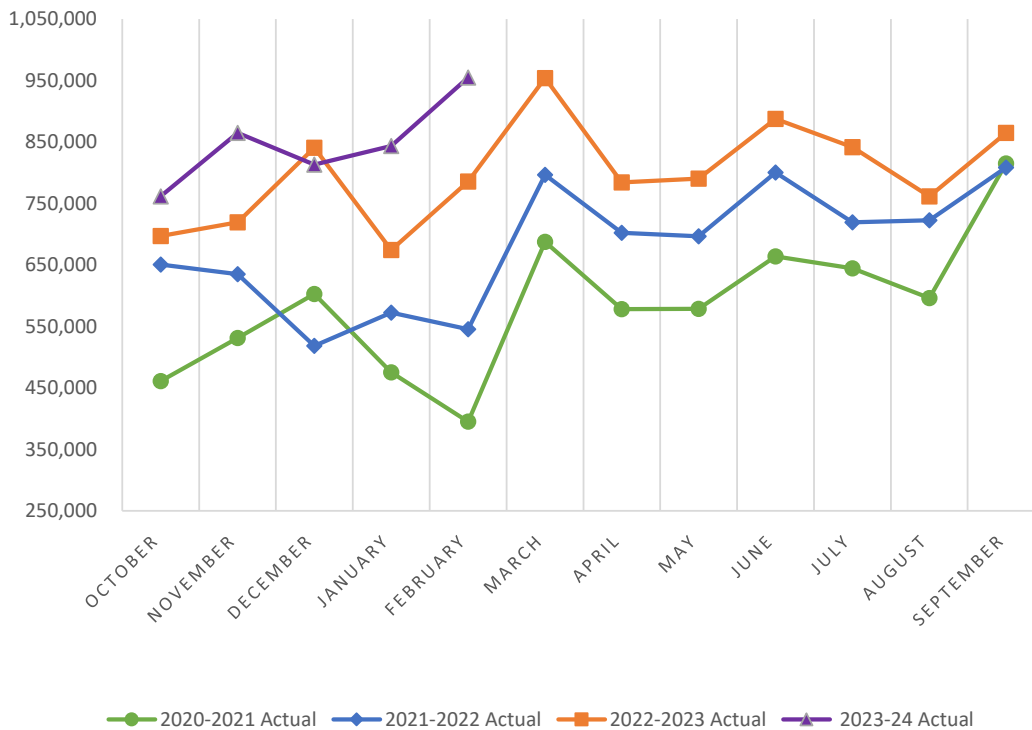


- Utility revenues totaled \$7,682,487 or 41.50% of the \$18,511,201 budgeted
- A total of \$6,595,481 was expensed through February, which is 33.27% of the budget

CITY ONLY Monthly Sales Tax Revenue

Month	2020-21	2021-22	2022-2023	2023-2024	
	Actual	Actual	Actual	Budget (Net of Rebates)	Actual (a)
October	460,839	650,779	697,257		761,732
November	531,091	635,102	719,481		865,051
December	602,713	518,338	840,503		813,117
January	475,083	572,428	674,351		843,484
February	395,000	545,417	785,628		954,874
March	687,438	796,610	954,059		
April	578,119	702,235	784,133		
May	578,444	696,432	790,446		
June	663,684	800,353	887,548		
July	644,647	719,296	841,783		
August	596,256	722,693	761,732		
September	815,296	808,638	865,051		
Total	7,028,611	8,168,321	9,601,972	11,142,628	4,238,258
% Increase		16%	18%		38%

SALES TAX COMPARISON



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED FEBRUARY 29, 2024

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
AD VALOREM TAXES	\$ 13,257,231	\$ 993,092	\$ 13,762,801	\$ 505,570	103.81%	(a)
PROPERTY TAX REBATES	(1,420,132)	-	-	1,420,132	0.00%	(b)
SALES TAX	11,774,630	954,784	4,238,258	(7,536,372)	35.99%	
SALES TAX REBATES	(632,002)	-	-	632,002	0.00%	(b)
CITY LIQUOR SALES TAX	53,535	4,699	13,467	(40,068)	25.16%	
FRANCHISE FEES	1,445,250	-	13,756	(1,431,494)	0.95%	(c)
PERMITS AND LICENSES	4,159,810	131,081	1,325,439	(2,834,371)	31.86%	
CHARGES FOR SERVICES	439,250	5,486	63,497	(375,753)	14.46%	(d)
FINES	351,700	39,985	176,530	(175,170)	50.19%	
DRAINAGE FEES	871,774	54,333	270,344	(601,430)	31.01%	
GRANT REVENUE	20,000	38,171	38,171	18,171	190.86%	
OTHER REVENUES	127,000	1,591	48,888	(78,112)	38.49%	
INTEREST	500,000	97,911	322,491	(177,509)	64.50%	
SUB - TOTAL	\$ 30,948,046	\$ 2,321,133	\$ 20,273,642	\$ (10,674,404)	65.51%	
TRANSFER FROM OTHER FUNDS	350,012	-	-	(350,012)	0.00%	
TOTAL REVENUES	\$ 31,298,058	\$ 2,321,133	\$ 20,273,642	\$ (11,024,416)	64.78%	

GENERAL FUND SUMMARY

	<u>Budget</u>
Beginning Fund Balance 10/1/2023	5,564,746
2024 Revenue	31,298,058
2024 Operating Expenditures	29,529,371
2024 One-Time Capital Expenditures	1,768,686
Ending Fund Balance	<u>5,564,747</u>

Reserve Requirement (20%) 5,905,874

Remaining Unreserved Fund Balance (341,127)

- (a) Collections are at 98% for current fiscal year. Current uncollected balance is at \$264,769
(b) Multiple rebates are set to be paid or accrued for in March, including Carmel Creek (Mezz) agreement
(c) Majority of receipts for franchise fees occur in June and September; current balance is expected
(d) Majority of receipts are collected in summer for summer camp and other park programs

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 976,490	\$ 74,341	\$ 369,483	\$ 607,007	37.84%
SUPPLIES	32,145	3,222	12,713	19,432	39.55%
PROFESSIONAL SERVICES	10,900	-	1,355	9,545	12.43%
GENERAL	57,420	8,118	26,111	31,309	45.47%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,076,955	\$ 85,681	\$ 409,662	\$ 667,293	38.04%
CITY COUNCIL					
PERSONNEL	\$ 74,338	\$ 5,338	\$ 24,203	\$ 50,135	32.56%
SUPPLIES	16,190	1,206	4,283	11,907	26.45%
PROFESSIONAL SERVICES	8,953	50	250	8,703	2.79%
GENERAL	546,187	75,945	102,707	443,480	18.80%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 645,668	\$ 82,539	\$ 131,443	\$ 514,225	20.36%
LEGAL					
PROFESSIONAL SERVICES	\$ 445,000	\$ 54,726	\$ 251,926	193,074	56.61%
TOTAL LEGAL	\$ 445,000	\$ 54,726	\$ 251,926	\$ 193,074	56.61% (a)
HUMAN RESOURCES					
PERSONNEL	\$ 507,625	\$ 41,125	\$ 193,665	\$ 313,960	38.15%
SUPPLIES	47,180	1,851	20,379	26,801	43.19%
PROFESSIONAL SERVICES	119,055	(58)	56,930	62,125	47.82%
GENERAL	49,621	-	9,920	39,701	19.99%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 723,481	\$ 42,918	\$ 280,894	\$ 442,587	38.83%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 391,418	\$ 19,651	\$ 67,424	\$ 323,994	17.23%
SUPPLIES	15,682	466	973	14,709	6.20%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	38,155	-	27	38,128	0.07%
GENERAL	15,540	872	13,631	1,909	87.72%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 460,795	\$ 20,989	\$ 82,055	\$ 378,740	17.81%
FINANCE					
PERSONNEL	\$ 1,129,154	\$ 77,881	\$ 343,725	\$ 785,429	30.44%
SUPPLIES	5,500	517	2,946	2,554	53.56%
PROFESSIONAL SERVICES	270,066	47,390	89,137	180,929	33.01%
GENERAL	132,500	8,854	60,429	72,071	45.61%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,537,220	134,642	496,237	1,040,983	32.28%
MUNICIPAL COURT					
PERSONNEL	\$ 395,404	\$ 32,739	\$ 159,247	\$ 236,157	40.27%
SUPPLIES	7,250	57	487	6,763	6.72%
PROFESSIONAL SERVICES	29,750	100	16,027	13,723	53.87%
GENERAL	37,600	2,479	11,383	26,217	30.27%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 470,004	\$ 35,375	\$ 187,144	\$ 282,860	39.82%

(a) Legal budget to be addressed with mid-year budget amendments

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,272,580	\$ 88,176	\$ 454,877	\$ 817,703	35.74%
SUPPLIES	16,950	3,741	5,342	11,608	31.52%
PROFESSIONAL SERVICES	913,900	100,633	202,198	711,702	22.12%
GENERAL	41,199	2,108	9,506	31,693	23.07%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,244,629	\$ 194,658	\$ 671,923	\$ 1,572,706	29.93%
ENGINEERING					
PERSONNEL	\$ 651,500	\$ 48,900	\$ 221,288	\$ 430,212	33.97%
SUPPLIES	10,386	174	1,154	9,232	11.11%
PROFESSIONAL SERVICES	184,150	32,433	61,441	122,709	33.36%
GENERAL	39,053	-	2,494	36,559	6.39%
TOTAL ENGINEERING	\$ 885,089	\$ 81,507	\$ 286,377	\$ 598,712	32.36%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 440,730	\$ 29,152	\$ 137,452	\$ 303,278	31.19%
SUPPLIES	22,980	1,000	9,703	13,277	42.22%
MAINTENANCE	1,400	-	-	1,400	0.00%
PROFESSIONAL SERVICES	51,800	12,674	16,909	34,891	32.64%
GENERAL	6,500	800	1,712	4,788	26.34%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 523,410	\$ 43,626	\$ 165,776	\$ 357,634	31.67%
STREETS & DRAINAGE					
PERSONNEL	\$ 1,106,127	\$ 51,257	\$ 242,552	\$ 863,575	21.93%
SUPPLIES	146,371	8,118	43,160	103,211	29.49%
MAINTENANCE	1,628,396	6,114	35,975	1,592,421	2.21%
PROFESSIONAL SERVICES	763,000	25,734	86,756	676,244	11.37%
GENERAL	268,785	25,088	102,153	166,632	38.01%
CAPITAL OUTLAY	1,096,825	4,789	496,913	599,912	45.30%
TOTAL STREETS & DRAINAGE	\$ 5,009,504	\$ 121,100	\$ 1,007,509	\$ 4,001,995	20.11%
POLICE					
PERSONNEL	\$ 6,888,714	\$ 516,616	\$ 2,500,678	\$ 4,388,036	36.30%
SUPPLIES	506,759	12,728	119,209	387,550	23.52%
MAINTENANCE	12,200	364	1,911	10,289	15.66%
PROFESSIONAL SERVICES/FEES	1,218,015	42,048	117,637	1,100,378	9.66%
GENERAL	129,550	8,499	28,690	100,860	22.15%
CAPITAL OUTLAY	199,428	-	3,899	195,529	1.96%
TOTAL POLICE	\$ 8,954,666	\$ 580,255	\$ 2,772,024	\$ 6,182,642	30.96%
CITY SECRETARY					
PERSONNEL	\$ 248,184	\$ 18,913	\$ 95,969	\$ 152,215	38.67%
SUPPLIES	1,450	150	723	727	49.86%
PROFESSIONAL SERVICES	121,700	1,429	44,926	76,774	36.92%
GENERAL	13,300	364	2,260	11,040	16.99%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 384,634	\$ 20,856	\$ 143,878	\$ 240,756	37.41%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNICATIONS					
PERSONNEL	\$ 473,218	\$ 36,281	\$ 183,828	\$ 289,390	38.85%
SUPPLIES	5,980	166	1,215	4,765	20.32%
PROFESSIONAL SERVICES	146,859	31,748	93,590	53,269	63.73%
GENERAL	16,885	400	2,894	13,991	17.14%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 642,942	\$ 68,595	\$ 281,527	\$ 361,415	43.79% (b)
LIBRARY					
PERSONNEL	\$ 489,787	\$ 37,449	\$ 154,116	\$ 335,671	31.47%
SUPPLIES	70,410	11,485	38,086	32,324	54.09%
PROFESSIONAL SERVICES	3,400	36	2,710	690	0.00%
GENERAL	15,000	138	1,690	13,310	11.27%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 578,597	\$ 49,108	\$ 196,602	\$ 381,995	33.98%
COMMUNITY RELATIONS					
PERSONNEL	\$ 211,806	\$ 16,020	\$ 81,773	\$ 130,033	38.61%
SUPPLIES	320,360	13,026	144,555	175,805	45.12%
PROFESSIONAL SERVICES	524,450	8,023	47,373	477,077	9.03%
GENERAL	17,500	450	6,877	10,623	39.30%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 1,074,116	\$ 37,519	\$ 280,578	\$ 793,538	26.12%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 400,541	\$ 23,496	\$ 121,596	\$ 278,945	30.36%
SUPPLIES	85,474	8,166	27,969	57,505	32.72%
PROFESSIONAL SERVICES	780,120	87,350	322,313	457,807	41.32%
GENERAL	20,320	-	333	19,987	1.64%
CAPITAL OUTLAY	191,175	-	9,278	181,897	4.85%
TOTAL INFORMATION TECHNOLOGY	\$ 1,477,630	\$ 119,012	\$ 481,489	\$ 996,141	32.59%
EMERGENCY MANAGEMENT					
PERSONNEL	\$ 258,209	\$ 10,393	\$ 72,888	\$ 185,321	28.23%
SUPPLIES	20,804	6,075	9,389	11,415	45.13%
PROFESSIONAL SERVICES	23,699	-	-	23,699	0.00%
GENERAL	5,177	-	-	5,177	0.00%
CAPITAL OUTLAY	39,410	897	6,407	33,003	16.26%
TOTAL EMERGENCY MANAGEMENT	\$ 347,299	\$ 17,365	\$ 88,684	\$ 258,615	25.54%
PARKS & RECREATION					
PERSONNEL	\$ 1,126,131	\$ 65,524	\$ 314,309	\$ 811,822	27.91%
SUPPLIES	154,230	12,505	33,490	120,740	21.71%
MAINTENANCE	120,600	4,098	29,023	91,577	24.07%
PROFESSIONAL SERVICES	374,200	41,460	70,176	304,024	18.75%
GENERAL	69,999	5,194	20,523	49,476	29.32%
CAPITAL OUTLAY	8,000	-	-	8,000	0.00%
TOTAL PARKS & RECREATION	\$ 1,853,160	\$ 128,781	\$ 467,521	\$ 1,385,639	25.23%

(b) Expenditures are front-loaded for annual software purchases

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 172,505	\$ 7,287	\$ 36,984	\$ 135,521	21.44%
SUPPLIES	4,400	1,273	1,660	2,740	37.73%
MAINTENANCE	83,860	10,894	41,356	42,504	49.32%
PROFESSIONAL SERVICES	8,720	1,397	2,315	6,405	26.55%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 271,485</u>	<u>\$ 20,851</u>	<u>\$ 82,315</u>	<u>\$ 189,170</u>	<u>30.32%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 203,298	\$ 15,432	\$ 78,227	\$ 125,071	38.48%
SUPPLIES	30,140	4,610	10,235	19,905	33.96%
MAINTENANCE	497,000	9,782	39,459	457,541	7.94%
PROFESSIONAL SERVICES	129,858	-	20,100	109,758	15.48%
GENERAL	4,000	-	1,711	2,289	42.78%
CAPITAL OUTLAY	233,848	-	-	233,848	0.00%
TOTAL FACILITY MAINTENANCE	<u>\$ 1,098,144</u>	<u>\$ 29,824</u>	<u>\$ 149,732</u>	<u>\$ 948,412</u>	<u>13.64%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 13,500	\$ 1,767	\$ 6,012	\$ 7,488	44.53%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	18,700	894	1,788	16,912	9.56%
GENERAL	561,431	38,640	194,294	367,137	34.61%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 593,631</u>	<u>\$ 41,301</u>	<u>\$ 202,094</u>	<u>\$ 391,537</u>	<u>34.04%</u>
TOTAL EXPENDITURES	<u>\$ 31,298,059</u>	<u>\$ 2,011,228</u>	<u>\$ 9,117,390</u>	<u>\$ 22,180,669</u>	<u>29.13%</u>

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
DEBT SERVICE					
REVENUES	\$ 6,415,751	\$ 490,224	\$ 6,504,012	\$ 88,261	101.38%
EXPENDITURES	6,415,751	\$ 2,434,142	\$ 2,434,142	3,981,609	37.94%
NET CHANGE	\$ -	\$ (1,943,918)	\$ 4,069,870	\$ 4,069,870	
COURT FUNDS					
REVENUES	\$ 27,780	\$ 3,998	\$ 17,753	\$ (10,027)	63.91%
EXPENDITURES	57,906	1,098	3,110	54,796	5.37%
NET CHANGE	\$ (30,126)	\$ 2,900	\$ 14,643	\$ 44,769	
HOTEL TAX FUND					
REVENUES	\$ 193,000	\$ 3,990	\$ 85,324	\$ (107,676)	44.21%
EXPENDITURES	355,000	-	-	355,000	0.00%
NET CHANGE	\$ (162,000)	\$ 3,990	\$ 85,324	\$ 247,324	
HUTTO POLICE SEIZURE FUND					
REVENUES	\$ 6,000	\$ 155	\$ 795	\$ (5,205)	13.25%
EXPENDITURES	20,000	-	-	20,000	0.00%
NET CHANGE	\$ (14,000)	\$ 155	\$ 795	\$ 14,795	
POLICE LEOSE FUNDS					
REVENUES	\$ 2,850	\$ 2,901	\$ 3,098	\$ 248	108.70%
EXPENDITURES	16,000	7,480	\$ 18,784	(2,784)	117.40%
NET CHANGE	\$ (13,150)	\$ (4,579)	\$ (15,686)	\$ (2,536)	
(a) Budget addressed in mid-year budget amendments					
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)					
REVENUES	\$ 715,000	\$ 14,602	\$ 170,680	\$ (544,320)	23.87%
EXPENDITURES	3,000,271	125,773	\$ 741,573	2,258,698	24.72%
NET CHANGE	\$ (2,285,271)	\$ (111,171)	\$ (570,893)	\$ 1,714,378	
PEG CAPITAL FUND					
REVENUES	\$ 26,105	\$ 691	\$ 3,497	\$ (22,608)	13.40%
EXPENDITURES	110,832	-	\$ -	110,832	0.00%
NET CHANGE	\$ (84,727)	\$ 691	\$ 3,497	\$ 88,224	
COMMUNITY BENEFIT FUND					
REVENUES	\$ 159,608	\$ 20,729	\$ 106,544	\$ (53,064)	66.75%
EXPENDITURES	1,750,000	5,083.00	43,806	1,706,194	2.50%
NET CHANGE	\$ (1,590,392)	\$ 15,646	\$ 62,738	\$ 1,653,130	
TRANSPORTATION IMPROVEMENT FUND					
REVENUES	\$ 2,265,000	\$ 31,824	\$ 827,237	\$ (1,437,763)	36.52%
EXPENDITURES	2,844,600	408,329	418,464	2,426,136	14.71%
NET CHANGE	\$ (579,600)	\$ (376,505)	\$ 408,773	\$ 988,373	

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ARPA FUNDS					
REVENUES	\$ 10,250,000	\$ 36,253	\$ 185,538	\$ (10,064,462)	1.81%
EXPENDITURES	16,500,000	87,162	87,162	16,412,838	0.53%
NET CHANGE	\$ (6,250,000)	\$ (50,909)	\$ 98,376	\$ 6,348,376	
ECONOMIC DEVELOPMENT CORPORATION (EDC)					
REVENUES	\$ 13,618,126	\$ 343,978	\$ 1,558,539	\$ (12,059,587)	11.44%
EXPENDITURES	4,186,930	2,969,081	4,080,350	106,580	97.45%
NET CHANGE	\$ 9,431,196	\$ (2,625,103)	\$ (2,521,811)	\$ (11,953,007)	
<u>GENERAL CAPITAL IMPROVEMENT FUNDS</u>					
2022 GO BONDS					
REVENUES	\$ 19,585,931	\$ 101,646	\$ 531,183	\$ (19,054,748)	2.71%
EXPENDITURES	19,585,931	48,574	948,502	18,637,429	4.84%
NET CHANGE	\$ -	\$ 53,072	\$ (417,319)	\$ (417,319)	
2023 GO BONDS					
REVENUES	\$ -	\$ 12,871	\$ 268,461	\$ 268,461	100.00%
EXPENDITURES	12,000,000	-	-	12,000,000	0.00%
NET CHANGE	\$ (12,000,000)	\$ 12,871	\$ 268,461	\$ 12,268,461	
2023A GO BONDS					
REVENUES	\$ 11,000,000	\$ 54,495	\$ 11,377,352	\$ 377,352	103.43%
EXPENDITURES	11,000,000	-	156,852	10,843,148	1.43%
NET CHANGE	\$ -	\$ 54,495	\$ 11,220,500	\$ 11,220,500	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 16,675,915	\$ 1,306,174	\$ 6,957,551	\$ (9,718,364)	41.72%
FEES	613,850	53,768	272,530	(341,320)	44.40%
OTHER REVENUES	600,000	565	878	(599,122)	0.15%
INTEREST	121,436	47,040	243,193	121,757	200.26%
SUB - TOTAL	\$ 18,011,201	\$ 1,407,547	\$ 7,474,152	\$ (10,537,049)	41.50%
TRANSFER FROM OTHER FUNDS	500,000	41,667	208,335	(291,665)	41.67%
TOTAL REVENUES	\$ 18,511,201	\$ 1,449,214	\$ 7,682,487	\$ (10,828,714)	41.50%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 514,086	\$ 37,739	\$ 190,795	\$ 323,291	37.11%
SUPPLIES	185,800	64,135	68,741	117,059	37.00%
MAINTENANCE	1,000	264	451	549	45.10%
PROFESSIONAL SERVICES	218,500	841	76,862	141,638	35.18%
GENERAL	549,545	45,520	258,601	290,944	47.06%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	\$ 1,468,931	\$ 148,499	\$ 595,450	\$ 873,481	40.54%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 618,168	\$ 40,163	\$ 199,203	\$ 418,965	32.22%
SUPPLIES	4,750	650	3,287	1,463	69.20%
PROFESSIONAL SERVICES	192,000	28,184	90,846	101,154	47.32%
GENERAL	22,500	1	1,579	20,921	7.02%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	\$ 837,418	\$ 68,998	\$ 294,915	\$ 542,503	35.22%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,750,378	\$ 77,999	\$ 395,037	\$ 1,355,341	22.57%
SUPPLIES	327,936	17,703	106,577	221,359	32.50%
MAINTENANCE	886,250	19,229	92,753	793,497	10.47%
PROFESSIONAL SERVICES	6,092,340	398,999	1,788,855	4,303,485	29.36%
GENERAL	454,550	30,502	186,253	268,297	40.98%
CAPITAL OUTLAY	694,457	5,370	96,955	597,502	13.96%
TOTAL UTILITY OPERATIONS	\$ 10,205,911	\$ 549,802	\$ 2,666,430	\$ 7,539,481	26.13%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 90,000	\$ 7,563	\$ 30,997	\$ 59,003	34.44%
GENERAL	104,385	8,066	41,332	63,053	39.60%
TRANSFERS TO OTHER FUNDS	7,119,256	593,271	2,966,357	4,152,899	41.67%
TOTAL NON-DEPARTMENTAL	\$ 7,313,641	\$ 608,900	\$ 3,038,686	\$ 4,274,955	41.55%
TOTAL EXPENSES	\$ 19,825,901	\$ 1,376,199	\$ 6,595,481	\$ 13,230,420	33.27%
NET CHANGE IN FUND BALANCE	\$ (1,314,700)	\$ 73,015	\$ 1,087,006		

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED FEBRUARY 29, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY DEBT SERVICE					
REVENUES	\$ 10,733,969	\$ 906,348	\$ 4,576,216	\$ (6,157,753)	42.63%
EXPENSES	6,967,747	1,698,938	4,011,029	2,956,718	57.57%
NET CHANGE	<u>\$ 3,766,222</u>	<u>\$ (792,590)</u>	<u>\$ 565,187</u>	<u>\$ (3,201,035)</u>	
UTILITY IMPACT FEES FUND					
REVENUES	\$ 9,900,000	\$ 265,167	\$ 4,853,320	\$ (5,046,680)	49.02%
EXPENSES	3,585,090	290,424	1,452,121	2,132,969	40.50%
NET CHANGE	<u>\$ 6,314,910</u>	<u>\$ (25,257)</u>	<u>\$ 3,401,199</u>	<u>\$ (2,913,711)</u>	
UTILITY CIP FUNDS					
REVENUES	\$ 34,668,257	\$ 129,517	\$ 909,561	\$ (33,758,696)	2.62%
EXPENSES	170,881,408	178,947	7,766,818	163,114,590	4.55%
NET CHANGE	<u>\$ (136,213,151)</u>	<u>\$ (49,430)</u>	<u>\$ (6,857,257)</u>	<u>\$ 129,355,894</u>	
SOLID WASTE FUND					
REVENUES	\$ 3,043,745	\$ 392,995	\$ 1,309,355	\$ (1,734,390)	43.02%
EXPENSES	3,043,745	202,533	803,784	2,239,961	26.41%
	<u>\$ -</u>	<u>\$ 190,462</u>	<u>\$ 505,571</u>	<u>\$ 505,571</u>	



City of Hutto, TX

Balance Sheet

Account Summary

As Of 02/29/2024

Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-6,844.36
76-1107	Land Held for Investment	0.00
76-1207	Escrowed funds	0.00
76-1208	Escrowed Cash Allowance	0.00
76-1231	Accounts Receivable	0.00
76-1251	Interest Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-6,844.36
		-6,844.36
Liability		
76-2000	Accounts Payable Pending	0.00
76-2001	Accrued Accounts Payable	0.00
76-2010	Principal Owed	0.00
76-2011	Accrued Interest Payable	0.00
76-2310	Due To Fund 10	0.00
Total Liability:		0.00
Equity		
76-3001	Fund Balance	-1,374.54
Total Beginning Equity:		-1,374.54
Total Revenue		0.00
Total Expense		5,469.82
Revenues Over/Under Expenses		-5,469.82
Total Equity and Current Surplus (Deficit):		-6,844.36
Total Liabilities, Equity and Current Surplus (Deficit):		-6,844.36



City of Hutto, TX

Income Statement Account Summary

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Expense						
76-100-000-6401	Attorney Svcs	500,000.00	500,000.00	0.00	5,469.82	494,530.18
Expense Total:		500,000.00	500,000.00	0.00	5,469.82	494,530.18
Fund: 76 - Cottonwood Development Corp (Sports Health) Total:		500,000.00	500,000.00	0.00	5,469.82	
Total Surplus (Deficit):		-500,000.00	-500,000.00	0.00	-5,469.82	

City of Hutto
Breakdown of Development Services Revenue
FY 2024

GL Account	Description	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Total	Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	10,001	19,771	2,875	600	(850)	32,397	200,000	16.2%
10-5102	Engineering/ROW Fees	5,308	17,316	28,365	21,393	26,918	99,300	1,207,500	8.2%
10-5121	Building Permit Fees	113,112	209,763	102,068	472,937	49,995	947,875	2,000,000	47.4%
10-5122	Building Inspection Fees	15,680	80,115	26,685	44,570	50,980	218,030	605,000	36.0%
10-5123	Site Plan Review Fees	682	2,753	6,659	2,453	3,108	15,655	115,000	13.6%
10-5132	Technology Fee	1,414	4,061	1,549	3,877	931	11,832	30,000	39.4%
40-5103	Parkland Dedication Fee	0	88,000	0	0	0	88,000	700,000	12.6%
42-5106	Traffic Impact Fee	262,087	257,091	103,999	76,000	9,354	708,531	2,250,000	31.5%
50-5113	Water Connection Fee	8,250	10,300	3,000	4,700	1,200	27,450	230,000	11.9%
50-5114	WW Connection Fee	3,900	4,500	1,500	2,100	900	12,900	120,300	10.7%
52-2005	Water/WW Impact Fee-Hutto Crossing PUD	0	0	0	0	0	0	-	n/a
52-5111	Water Impact Fee	199,008	159,398	2,114,381	59,247	107,208	2,639,242	6,500,000	40.6%
52-5112	WW Impact Fee	279,534	249,914	822,915	101,009	3,596	1,456,968	3,400,000	42.9%
		898,976	1,102,982	3,213,996	788,886	253,340	6,258,180	17,357,800	36.1%

**FY 2024 BUDGET TRANSFERS YTD**

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Water Lease Payments	50-040-058-6454	185,000.00	26,000.00	211,000.00	To adjust the water lease payment budget for Heart of Texas
November	Water Reservation	50-040-058-6458	2,157,940.00	(26,000.00)	2,131,940.00	well payment estimates
December	Williamson County Appraisal	10-020-001-6443	102,966.00	19,412.00	122,378.00	Quarterly appraisal fees for FY 2024 are higher than
December	Professional Services	10-020-001-6405	116,900.00	(19,412.00)	97,488.00	anticipated
December	Furniture and Office Equipment	50-020-010-6211	500.00	10,000.00	10,500.00	Transfer funds to cover additional AMI equipment to
December	Software Licensing & Maintenance	50-020-010-6412	192,000.00	(42,000.00)	150,000.00	reach northeast side of town for meter reads, as well
December	Other Contracted Services	50-020-010-6499	14,000.00	32,000.00	46,000.00	as transfer funds for replacement of laptop with tuffbook
January	Professional Services	50-040-058-6405	-	125,000.00	125,000.00	Transfer for Garver contract
January	Wastewater Pumps, Motors & Control Maint	50-040-058-6315	400,000.00	(125,000.00)	275,000.00	Transfer for Garver contract
January	Vehicles	50-040-058-6602	60,000.00	30,211.12	90,211.12	Transfer additional funds for 2 Tacoma purchases
January	Capital Outlay - Valve Trailer	50-040-058-6664	50,000.00	(30,211.12)	19,788.88	Transfer additional funds for 2 Tacoma purchases
February	Salaries	10-010-006-6001	334,294.37	(23,833.00)	310,461.37	Amendment approved by Council- transfer funds to cover
February	Salaries	10-040-060-6001	766,315.80	(23,833.00)	742,482.80	police department salaries
February	Salaries	10-050-001-6001	4,955,851.02	87,826.00	5,043,677.02	
February	Longevity	10-050-001-6021	26,400.00	(5,160.00)	21,240.00	
February	Ammunition and Firearms	10-050-001-6291	55,000.00	(5,000.00)	50,000.00	
February	Training and Development	10-050-001-6502	95,000.00	(30,000.00)	65,000.00	
February	Advertising / Legal Notices	10-060-003-6402	32,000.00	(5,000.00)	27,000.00	Transfer funds to cover City secretary software
February	Software Licensing & Maintenance	10-060-003-6412	51,500.00	6,200.00	57,700.00	
February	Recording Fees	10-060-003-6506	4,500.00	(1,200.00)	3,300.00	
February	Planning, Design and Professional Services	40-060-131-6611	-	1,247,771.00	1,247,771.00	Amendment approved by Council - Fritz Park contract

Note: Transfers within a department can be approved by the City Manager and reported to Council. Reports occur monthly as a part of Monthly Financial Statements

Purchase Orders > \$50,000

	Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
Blanket	24-0015	10/20/2023	City of Taylor	Taylor Water	50-040-058-6451	540,000	188,640	351,360	540,000
Blanket	24-0016	10/26/2023	Motorola Solutions Inc.	Purchase of distributed antenna system	10-090-051-6301	174,509	-	174,509	497,000
Blanket	24-0017	10/20/2023	Manville Water Supply Corp.	Manville Water	50-040-058-6452	600,000	205,679	394,321	600,000
City Council	24-0022	10/19/2023	UNITY CONTRACTOR SERVICES, INC	Unity 6 Month contract	10-040-060-6403	146,865	71,509	75,356	480,000
City Council	24-0026	11/01/2023	Archer Western Construction	CMAR Procurement	58-040-058-6676	1,175,133	483,070	692,063	90,000,000
City Council	24-0028	11/03/2023	UNITY CONTRACTOR SERVICES, INC	6 month mowing contract	10-090-039-6405	59,236	29,618	29,618	266,250
City Council	24-0029	10/30/2023	Houston Freightliner, Inc.	Purchase of Asphalt Patch Truck	10-040-060-6603	280,201	-	280,201	674,950
City Council	24-0032	11/07/2023	Cobb Fendley & Associates Inc.	CR 199 Reconstruction Project	41-040-060-6708	86,108	-	86,108	1,750,000
City Council	24-0040	10/24/2023	C.C Carlton Industries Ltd	Change order Shiloh/Noack Pump Station Improve	57-040-058-6678	7,753,734	480,164	7,273,570	5,500,000
City Council	24-0041	11/07/2023	Clark Condon	IPO Trails Master Plan Project	40-060-032-6681	65,000	9,539	55,461	1,752,500
City Council	24-0054	11/15/2023	Rileighs Outdoor, LLC	Christmas Tree	10-060-025-6204	65,465	65,465	-	317,000
City Council	24-0055	11/07/2023	Clark Condon	IPO Parks Master Plan Project	40-060-032-6681	144,950	19,239	125,711	1,752,500
City Council	24-0056	11/07/2023	Clark Condon	IPO Pickleball courts	40-060-032-6681	125,000	-	125,000	1,752,500
City Council	24-0057	11/07/2023	LJA Engineering Inc.	Downtown Elevated Storage Tank	58-040-058-6706	50,877	12,594	38,283	1,300,000
City Council	24-0058	11/07/2023	K Friese & Associates	IPO Exchange BLVD	12-040-060-6721	877,032	-	877,032	1,100,000
Blanket	24-0059	10/30/2023	SHI-Government Solutions	Microsoft EA Licensing (DIR Pricing)	10-060-030-6412	62,845	60,683	2,162	369,713
City Council	24-0060	10/24/2023	Kimley-Horn and Associates Inc	Water /Wastewater Impact Fees Project	50-040-001-6404	132,000	28,129	103,871	152,000
City Council	24-0065	11/13/2023	WSB LLC	Legends of Hutto Drainage Ditches Project	10-040-060-6650	134,000	3,569	130,431	171,875
Blanket	24-0066	11/14/2023	Verizon Wireless	Verizon Wireless Services	10-060-030-6412	103,600	42,821	60,779	261,600
City Council	24-0067	11/07/2023	Freese and Nichols, Inc.	IPO CR 199 Reconstruction Project	41-040-058-6708	831,016	9,634	821,382	1,750,000
City Council	24-0068	11/13/2023	Johnson, Mirmiran & Thompson, Inc	IPO Innovation@Limmer Loop Project Traffic Signal	42-040-060-6709	123,851	-	123,851	2,553,100
City Council	24-0070	10/24/2023	K Friese & Associates	Drainage Master Plan update	10-040-060-6405	250,000	-	250,000	250,000
Blanket	24-0071	11/16/2023	HAWKINS INC	Chemical Company	50-040-058-6232	90,000	19,632	70,368	200,000
City Council	24-0078	11/20/2023	Texan Waste Equipment Inc.	Street Sweeper	10-040-060-6603	305,700	305,700	-	674,950
Blanket	24-0082	11/07/2023	AI Clawson Inc.	Solid Waste Residential	70-080-010-6461	2,543,745	803,784	1,739,961	2,543,745
City Council	24-0083	11/07/2023	Cobb Fendley & Associates Inc.	Exchange Blvd Survey and Utility Eng.	12-040-060-6721	134,038	-	134,038	1,100,000
City Council	24-0085	11/07/2023	Freese and Nichols, Inc.	IPO Mobility Master Plan update	42-040-023-6405	180,000	23,486	156,514	291,500
Blanket	24-0087	11/16/2023	Brenntag Southwest Inc.	Aquamine Chemicals	50-040-058-6232	70,000	45,879	24,121	200,000
City Council	24-0096	11/13/2023	Surveying And Mapping, LLC	Survey services on CR 199 Reconstruction	41-040-060-6708	99,887	20,090	79,797	1,750,000
City Council	24-0100	12/05/2023	DCS Engineering	Glenwood Interceptor Change Order	57-040-058-6667	196,320	-	196,320	2,253,106
Blanket	24-0103	12/05/2023	Ferguson Enterprises	Water Systems	50-020-010-6216	140,000	63,348	76,652	162,750
City Council	24-0104	12/05/2023	TransSystems Corporation	IPO Exchange Blvd @ Limmer Loop	12-040-060-6720	283,626	-	283,626	1,100,000
Blanket	24-0111	01/10/2024	Recharge Water, LP	Well Water Blanket PO	50-040-058-6454	85,105	30,072	55,033	211,000
Council	24-0113	01/10/2024	Musco Sports Lighting	Athletic Field Lighting	40-060-032-6681	299,300	-	299,300	1,752,500
Council	24-0114	01/10/2024	TransSystems Corporation	Lakeside Estates Sidewalks Phase III	10-040-060-6320	128,184	-	128,184	325,000
Blanket	24-0116	01/10/2024	Republic Meter	AMI System Equipment/Endpoints	50-020-010-6207	70,000	49,846	20,154	78,750
Blanket	24-0119	01/11/2024	Brazos River Authority	Wastewater Blanket PO	50-040-058-6456	2,155,796	736,417	1,419,379	2,339,900
City Council	24-0121	01/11/2024	Silsbee Toyota	Two Toyota Tacoma Double Cab 4x4	50-040-058-6602	77,204	77,204	-	90,211
City Council	24-0127	01/26/2024	CP&Y Inc	IPO Design SE Loop WW Interceptor	65-040-058-6784	1,872,692	87,162	1,785,530	12,455,628
Blanket	24-0128	01/29/2024	Recharge Water, LP	Water Reservation	50-040-058-6458	896,500	-	896,500	211,000
City Council	24-0130	01/31/2024	WSB LLC	Ed Schmidt Improvements	41-040-060-6708	346,500	-	346,500	1,750,000
City Council	24-0132	02/07/2024	Lone Star Site Network	Lakeside Estates Sidewalks Phase II	42-040-060-6709	600,022	377,330	222,692	2,553,100
City Council	24-0133	02/09/2024	Freese and Nichols, Inc.	Traffic Impact Fee Study	42-040-023-6405	110,000	-	110,000	291,500
City Council	24-0137	02/12/2024	Cobb Fendley & Associates Inc.	New Elevated Storage Tank	58-040-058-6709	1,021,474	25,496	995,978	3,216,500
City Council	24-0144	02/20/2024	DCS Engineering	Smartball testing, pressure, iron removal	58-040-058-6705	643,860	69,516	574,344	1,000,000
City Council	24-0145	02/20/2024	Williamson County and Cities Health	Outside Agency Funding (ILA)	10-010-002-6606	86,139	43,070	43,069	86,139
City Council	24-0146	02/20/2024	Joe Bland Construction	FM 1660 North @ Limmer Loop	10-010-002-6607	7,691,394	27,838	7,663,556	7,567,797
City Council	24-0154	02/22/2024	Freeit Data Solutions, Inc	Network Refresh at PD	10-060-030-6605	150,560	-	150,560	191,175
Blanket	24-0157	02/23/2024	Eileen Merritt, Inc	3rd Party Inspections	10-030-021-6405	581,935	52,695	529,240	825,000
City Council	24-0158	02/23/2024	Studio 16:19 LLC	Emory Farms Arch	42-040-060-6709	109,775	17,649	92,126	2,553,100
City Council	24-0166	02/23/2024	K Friese & Associates	Megasite Wastewater	57-040-058-6672	271,100	-	271,100	3,497,421
City Council	24-0167	02/23/2024	Bluebonnet	Shiloh Pump Station	57-040-058-6678	101,459	-	101,459	5,500,000
City Council	24-0168	02/23/2024	Texas State Technical College	TSTC Agreement	57-040-058-6679	200,000	-	200,000	200,000
City Council	24-0175	02/29/2024	Thornton Thomasetti	Brooklands Construction Defect	10-040-023-6405	66,586	20,835	45,751	125,000

Total	35,390,323	4,607,402	30,782,921	170,887,760
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Authorized and Unissued General Obligation Debt

Purpose	Date Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued
Sewer	3/18/1972	25,000	12,000		13,000
Road	11/6/2018	70,000,000	53,500,000		16,500,000
Public Safety Communication System	11/6/2018	5,000,000	-		5,000,000
Parks and Recreation	11/6/2018	50,000,000	19,660,000		30,340,000
Total		\$ 125,025,000	\$ 73,172,000	\$ -	\$ 51,853,000

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

Capital Improvement Plan Summary



	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Transportation and Drainage	\$15,716,666	\$39,454,006	\$10,041,250	\$1,574,875	\$90,720,201	\$157,506,998
Parks and Recreation	\$0	\$4,539,500	\$0	\$0	\$0	\$4,539,500
Facilities	<u>\$0</u>	<u>\$1,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$72,150,000</u>	<u>\$73,175,000</u>
Total Governmental	\$15,716,666	\$45,018,506	\$10,041,250	\$1,574,875	\$162,870,201	\$235,221,498

	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Wastewater	\$7,104,854	\$166,476,857	\$127,339,670	\$5,127,078	\$9,142,775	\$315,191,234
Water	<u>\$21,576,255</u>	<u>\$69,626,886</u>	<u>\$20,951,880</u>	<u>\$23,879,160</u>	<u>\$2,596,000</u>	<u>\$117,053,926</u>
Total Utility	\$28,681,109	\$236,103,743	\$148,291,550	\$29,006,238	\$11,738,775	\$453,821,415

Funding Sources:

Water Wastewater Fund 55 Remaining 2019 Certificates of Obligation Bonds	\$5,000,000
ARPA Funds	\$6,500,000
County ARPA Funds	\$10,000,000
Water Wastewater 2022 Certificates of Obligation Bonds	\$51,608,293
Street 2022 General Obligation Bonds	\$22,520,440
2023 General Obligation Bonds (E/W Spine Road)	12,000,000.00
2023A General Obligation Bonds (Fritz Park)	<u>11,000,000.00</u>
Total	<u><u>\$118,628,733</u></u>

Hutto Project #	ACCOUNT	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Estimated Project Cost
T3-2023	12-040-060-6569	FM 1660 at Limmer Loop	13,062,345	\$7,567,797	7,738,818	53,427	(171,021)	7,685,391	\$0	\$0	\$1,777,562	\$9,345,359
T4-2023	12-040-060-6662	FM 1660 South at US 79		\$3,181,600	-	212,782	3,181,600	-	\$0	\$0	\$1,297,640	\$4,479,240
T5-2023	12-040-060-6652	CR 137 from FM 1660 to Brushy Creek	397,360	\$500,000	345,947	85,413	154,053	260,534	\$0	\$0	\$19,285,115	\$20,182,475
T6-2023	10-040-060-6650	Lakeside Estates Sidewalks	722,484	\$2,553,100	600,022	377,330	1,953,078	222,692	\$0	\$0	\$2,439,526	\$5,715,110
T7-2023	12-040-060-6653	CR 132 Overpass at US 79	323,932	\$3,885,810	802,351	321,807	3,083,459	480,544	\$0	\$0	\$49,547,346	\$53,757,088
T8-2023	12-040-060-6650	Megasite East - West Arterial	623,707	\$14,250,724	13,346,343	250,966	904,381	13,095,377		\$0	\$4,325,569	\$19,200,000
T9-2023	10-040-060-6650	Live Oak Street Pavement Reconstruction	550,910	\$0	305,318	-	(305,318)	305,318	\$0	\$0	\$5,350,000	\$5,900,910
T10-2023	41-040-060-6708	Ed Schmidt - Safety and Operational Improvements	24,659	\$650,000	346,500	-	303,500	346,500	\$0	\$0	\$1,050,000	\$1,724,659
T11-2023	42-040-060-6709	Emory Farms Intersection	11,269	\$353,100	109,775	17,649	243,325	92,126	\$0	\$0	\$0	\$364,369
T13-2024	42-040-060-6709	Traffic Signal - Innovation at Limmer Loop	-	\$2,200,000	154,215	-	2,045,785	154,215	\$0	\$0	\$0	\$2,200,000
T14-2024	12-040-060-6720	Exchange Blvd and Limmer Loop(HISD Participation)	-	\$1,100,000	283,626	-	816,374	283,626	\$0	\$0	\$0	\$1,100,000
T15-2024	12-040-060-6721	Exchange Blvd Reconstruction	-	\$1,100,000	1,030,010	-	69,990	1,029,972	\$3,300,000	\$0	\$0	\$4,400,000
T19-2024	41-040-060-6708	CR 199 Reconstruction	-	\$1,100,000	1,037,642	43,807	62,358	993,835	\$5,720,000	\$0	\$0	\$6,820,000
D01-2024	10-040-060-6650	Legends of Hutto Drainage Channel Improvements	-	\$171,875	134,000	3,569	37,875	130,431	\$156,250	\$909,375	\$0	\$1,237,500
T01-REFY	41-040-060-6708	Sidewalk Maintenance		\$550,000	-	-	550,000	-	\$0	\$0	\$2,250,000	\$2,800,000
	42-040-023-6405	Mobility Master Plan	-	\$180,000	180,000	23,486	-	156,514	\$0	\$0	\$0	\$180,000
	42-040-023-6405	Traffic Impact Fee		\$110,000	110,000	-	-	110,000	\$0	\$0	\$0	\$110,000
T20	Unfunded	FM 3349 Overpass Aesthetic Upgrades		\$0	-	-	-	-	\$260,000	\$0	\$0	\$260,000
	Unfunded	Street Maintenance Plan		\$0	-	-	-	-	\$605,000	\$665,500	\$3,397,443	\$4,667,943
		Drainage Master Plan Update	-	\$0	-	-	-	-	\$0	\$350,000	\$0	\$350,000
		Priority Transportation & Drainage Projects Subtotal	15,716,666	\$39,454,006	\$26,524,567	\$1,390,236	\$12,929,439	\$25,347,075	\$10,041,250	\$1,574,875	\$90,720,201	\$157,506,998

Parks and Recreation Financials as of 02/29/2024



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
P02-2023	2023A GO Bonds	Fritz Park Improvements	-	11,000,000	1,280,771	593,914	9,719,229	686,857	-	-	-	\$11,000,000
P04-2024	Park Improvement Fund	Field Lighting	-	299,300	299,300	-	-	299,300	-	-	-	\$299,300
P05-2024	Park Improvement Fund	Trail Lighting	-	275,000	45,627	28,710	229,373	16,917	-	-	-	\$275,000
P06-2024	Park Improvement Fund	Veteran's Memorial	-	125,000	3,550	3,550	121,450	-	-	-	-	\$125,000
P08-2024	Park Improvement Fund	Trail Expansion from Cross Creek to Creekside	-	60,000	30,000	10,975	30,000	19,025	-	-	-	\$60,000
P09-2024	Park Improvement Fund	Trail Extension at Adam Orgain Park	-	75,000	21,000	500	54,000	20,500	-	-	-	\$75,000
P10-2024	Park Improvement Fund	Hutto Lake Park Dock Replacement	-	50,000	46,138	46,992	3,862	(854)	-	-	-	\$50,000
P11-2024	Park Improvement Fund	Replace Fencing at Fritz Tennis Courts	-	45,000	37,477	37,477	7,523	-	-	-	-	\$45,000
P12-2024	Park Improvement Fund	Security Cameras at multiple parks	-	40,000	6,238	1,458	33,762	4,780	-	-	-	\$40,000
P13-2024	Park Improvement Fund	ZapStand (AED) at Mager Fields	-	22,500	-	-	22,500	-	-	-	-	\$22,500
P16-2024	Park Improvement Fund	Brushy Creek Amphitheater Improvements	-	175,000	30,000	15,000	145,000	15,000	-	-	-	\$175,000
P18-2024	Park Improvement Fund	Pickleball Courts	-	165,000	125,000	-	40,000	125,000	-	-	-	\$165,000
P19-2024	Park Improvement Fund	Adam Orgain Restroom	-	165,000	54,678	14,003	110,322	40,675	-	-	-	\$165,000
	Park Improvement Fund	Parks Master Plan	-	150,000	144,950	19,239	5,050	125,711	-	-	-	\$150,000
	Park Improvement Fund	Trails Master Plan	-	65,000	65,000	9,539	-	55,461	-	-	-	\$65,000
	Park Improvement Fund	Athletic Fields Feasibility Plan	-	65,000	30,502	23,018	34,498	7,484	-	-	-	\$65,000
		Priority Parks and Rec Projects Subtotals:	-	12,843,800	2,220,231	804,375	10,623,569	1,415,856	-	-	-	12,843,800

Facilities Financials as of 02/29/24



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
F01		New Public Works Facility	-	725,000	-	-	-	-	-	-	19,450,000	20,175,000
F02		Police Station/Justice Center	-	300,000							52,700,000	53,000,000
		Priority Facilities Projects Subtotal	-	1,025,000	-	-	-	-	-	-	72,150,000	73,175,000

Hutto Project #	FUNDING		Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
WW01-2023	2022 CO	57-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	159,456	\$2,253,106	\$790,062	\$420,783	\$1,463,044	\$369,279	\$7,031,618	\$1,897,678	\$2,253,106	\$13,594,964
WW01-2024	2019 CO	55-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	-	\$4,778,512	\$0	\$0	\$4,778,512	\$0	\$0	\$0		\$4,778,512
WW02-2023	2022 CO	57-040-058-6668	South WWTP Capacity Rerate Study	47,229	\$0	\$0	\$243	\$0	-\$243	\$0	\$0	\$0	\$47,229
WW03-2023	2022 CO	57-040-058-6669	South WWTP UV System Upgrade	163,665	\$612,414	\$276,920	\$4,092	\$335,494	\$272,828	\$669,995	\$0	\$0	\$1,446,074
WW04-2023	2022 CO	57-040-058-6670	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	1,369,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,369,894
WW05-2023	2022 CO	57-040-058-6675	South WWTP Final Design and Bidding for expansion to 6 MGD	4,192,123	\$4,595,000	\$4,595,000	\$2,198,460	\$0	\$2,396,540	\$0	\$0	\$0	\$8,787,123
WW05-2024	2024 CO	58-040-058-6710	South WWTP Final Design and Bidding for expansion to 6 MGD	-	\$9,410,749	\$9,410,749	\$0	\$0	\$9,410,749	\$0	\$0	\$0	\$9,018,226
WW06-2023	2024 CO	58-040-058-6676	South WWTP Construction of 6 MGD expansion	-	\$90,000,000	\$1,175,133	\$483,070	\$88,824,867	\$692,063	\$90,000,000	\$0	\$0	\$180,000,000
WW07-2023	2022 CO	57-040-058-6672	Megasite Wastewater Lines	990,130	\$12,213,274	\$461,361	\$277,800	\$11,751,913	\$183,561	\$3,012,046	\$0	\$0	\$16,215,450
WW09-2023	2022 CO	57-040-058-6674	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$600,079	\$0	\$0	\$600,079	\$0	\$600,079	\$1,636,760	\$1,636,760	\$4,473,678
WW09-2023	2023 CO	58-040-058-6712	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$5,161,317	\$0	\$0	\$0	\$0	\$600,079	\$0	\$0	\$5,761,396
WW10-2023	2023 CO	58-040-058-6713	Southeast Loop Wastewater Interceptor	182,357	\$36,533,878	\$1,910,646	\$184,504	\$34,623,232	\$1,726,142	\$13,000,000	\$0	\$5,252,909	\$54,969,144
WW14-2024	2024 CO	58-040-058-6704	SE Loop Forcemain Relocation	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2023 CO	58-040-058-6714	Megasite East-West Spine Road W, WW 7 Detention	-	\$0	\$0	\$0	\$0	\$0	\$3,710,000	\$0	\$0	\$3,710,000
Priority Wastewater Projects Subtotals:				7,104,854	\$166,476,857	\$18,619,871	\$3,568,952	\$142,695,669	\$15,050,919	\$127,339,670	\$5,127,078	\$9,142,775	\$314,798,711



Hutto Project #	Funding	Account	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY2025	FY2026	Future	Total Est. Project Costs
W01-2023	2022 CO	57-040-058-6678	Shiloh and Noack Pump Station Improvements	1,733,025	5,500,000	7,988,337	482,316	(2,488,337)	7,506,021	5,000,000	-	\$0	\$10,500,000
W02-2023	2022 CO	57-040-058-6677	Frameswitch Pump Station Improvements	10,123,155	13,787,500	5,997,301	3,344,470	7,790,199	2,652,831	-	-	\$121,500	\$13,909,000
W03-2023	2022 CO	57-040-058-6680	Hutto NW Transmission Water Lines	414,544	3,408,017	135,006	90,642	3,273,011	44,364	-	-	\$0	\$3,408,017
W03-2023	ARPA	65-040-058-6782	Hutto NW Transmission Water Lines	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W04-2023	2022 CO	57-040-058-6682	Megasite - Phase 1 Waterlines (HI 79 42" Waterline 801PP)	687,490	5,062,994	88,889	28,127	4,974,105	60,762	-	-	\$0	\$5,062,994
W04-2024	2024 CO	58-040-058-6708	Megasite - Phase 1 Waterlines (HI 79 42" Waterline 801PP)		12,745,797			12,745,797	-	-	-	\$0	\$12,745,797
W06-2023	2022 CO	57-040-058-6687	FM 1660 16" & 20" Waterlines (801 PP) – Phase I	-	1,313,087	-	-	1,313,087	-	-	-	\$0	\$1,313,087
W07-2023	2024 CO	58-040-058-6706	New 2.0-MG 801' Elevated Storage Tank	22,453	3,216,500	1,021,474	25,496	2,195,026	995,978	5,300,000	5,300,000	725,000	\$14,541,500
W09-2026	2022 CO	57-040-058-6690	CR 132 12" & 30" Waterline (801' PP) - Phase II	-	-	-	-	-	-	-	1,749,500	1,749,500	\$3,499,000
W12-2023	ARPA	65-040-023-6781	Water Distribution Lines (801PP) (DCS)	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W17	2022 CO	57-040-058-6694	Transmission Water Line US79**	-	2,139,945	5,097,859	1,693,265	(2,957,914)	3,404,594	-		\$0	\$2,139,945
	ARPA	65-040-023-6698	Southeast Loop (FM 3349) Waterline County Project	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W16-2024	2023 CO	58-040-058-6705	Smart Ball and Pressure Testing	-	1,000,000	643,860	69,516	356,140	574,344	-	-	\$0	\$1,000,000
W18-2024	2023 CO	58-040-058-6706	Downtown Elevated Tank Renovation	-	1,300,000	50,877	12,594	1,249,123	38,283	-	-	\$0	\$1,300,000
			Priority Water Projects Subtotals:	21,576,255	69,626,886	21,322,051	5,746,426	48,304,835	15,575,625	20,951,880	23,879,160	2,596,000	\$106,553,926



City of Hutto

MINUTES

City Council Meeting
Thursday, March 7, 2024 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; Angela Lewis, City Secretary; Amanda Taylor, Assistant City Secretary; Alberta Barrett, Finance Director; Jeff White, Parks and Recreation Director; Sara Cervantes, Director of Real Estate Services

3. **INVOCATION** – Pastor Bobby Pruitt from Hutto Bible Church

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS**

5.1 Women's History Month Proclamation – *Accepted by members of the Hutto Women's Alliance and all female staff present*

5.2 Freedom of Information Day Proclamation – *Accepted by City Secretary staff*

6. **CITY MANAGER COMMENTS**

City Manager Earp provided updates on the following:

- Professional recognition – New Hires, Promotion, and Certification
- Master Mobility Plan Town Hall – City Hall March 20 at 6:30 PM
- Hutto Forward – March 8 - City Hall will close for Professional Development
- Touch a Truck – March 13 - 10am-12pm at Adam Orgain Park
- Williamson County HHW Event – March 16 9am-1pm at Wilco Event Center in Taylor
- Easter Egg Hunt – March 24 – 2 PM
- Board and Commission Openings

7. **PUBLIC COMMENTS**

- Bryan Kolb
- Steve Parker

At this time, Councilmember Wilcott requested to bring up item 16.1.

16.1 General Comments from City Council

Councilmembers Wilcott, Thompson, and Mayor Pro Tem Gordon provided comments.

At this time, City Manager Earp suggested bringing up item 14.1 for discussion.

- 14.1 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to Docket No. 2023-1566-MWD Preserve Hutto, LLC (Applicant) Request(s) filed on Permit No. WQ0016145001

No action taken. Mayor Snyder suggested a recurring item on the agenda regarding all package plant permits for consideration in the area.

At this time, Councilmember Thompson requested to bring up items 10.1 and 12.10.

10. BOARDS AND COMMISSIONS ACTION

- 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.

Appointments: Ray Alba, HPC, and Corina Zepeda, D&I

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve the appointments. The vote passed 7,0.

- 12.10 Discussion and possible action on directing staff to draft a budget amendment for the Diversity & Inclusion Commission to attend training and acquire help forming a strategic plan (Councilmember Dan Thornton)

A motion was made by Councilmember Clark and seconded by Councilmember Wilcott to approve option 1 funding for this item. The vote passed 7,0.

8. PRESENTATIONS

- 8.1 Capital Improvement Projects Update Presentation – *Presented by Matt Rector*

At this time, Councilmember Kolar requested bringing up item 9.3.

- 9.3 Conduct a public hearing and take possible action on Ordinance No. O-2024-017 for the Specific Use Permit request for Hutto Elementary School #8 project on FM 1660 to allow a daycare, and deviations from bulk, setback and buffers, architectural style, language and materials, landscape and parking lot and vehicular screening (First Reading) (Ashley Bailey)

Public Hearing Opened: *8:36 pm*

There were no speakers

Public Hearing Closed: *8:37 pm*

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve the Ordinance, with the revision to the sidewalks and TIA portion of the application. The vote passed 7,0.

9. PUBLIC HEARINGS AND RELATED ACTION

- 9.1 Conduct a public hearing regarding the creation of the Meadow Brook Public Improvement District (Sara Cervantes)

The public hearing, originally opened on February 1, 2024 at 7:49 pm was closed at 8:38 PM March 7, 2024.

- 9.2 Conduct a public hearing and take possible action on Ordinance No. O-2024-016 for the Specific Use Permit request for the Dollar General to allow a grocery store as required by the North Town Commons Planned Unit Development (PUD) zoning ordinance and the Unified Development Code (UDC) (First Reading) (Ashley Bailey)

Public Hearing Opened: 8:39 pm

There were no speakers

Public Hearing Closed: 8:39 pm

The vendor decided not to move forward with this SUP, therefore no action was taken.

11. RESOLUTIONS

- 11.1 Consideration and possible action on Resolution No. R-2024-022 adopting the City Manager Absence/Disability Leave Policy (City Manager James Earp)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Resolution No. R-2024-022.

Mayor Snyder made a motion to amend the original motion to include that the City Manager designates an acting City Manager any time he leaves the Austin-metro area. There was no second, so the motion died.

The vote on the original motion passed 7,0.

12. OTHER BUSINESS

- 12.1 Consideration and possible action on the recommendations for the updated utilities CIP projects resulting from the previous City Council Workshops (Matt Rector)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve the proposed list of Water and Wastewater CIP projects, and to direct staff to bring back clarifying financial information on how to fund them. The vote passed 7,0.

- 12.2 Consideration and possible action dispensing with the second reading of Ordinance No. O-2024-012, ordering a Special Election on Proposed Amendments to the Home Rule City Charter of the City of Hutto to be held on Saturday, May 4, 2024 (Legal)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to dispense with the second reading of Ordinance No. O-2024-012. The vote passed 7,0.

- 12.3 Consideration and possible action designating independent legal counsel to advise the Ethics Commission and participate in hearings (Legal)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to have City staff do an RFP for independent counsel for the Ethics Commission. The vote passed 7,0.

- 12.4 Discussion and consider action regarding selection of up to two City Council Members to attend the upcoming International Conference of Shopping Centers (ICSC) Tradeshow and Conference May 19-21, 2024, with all associated costs to be paid by the Hutto Economic Development Corporation (HEDC)

A motion was made by Mayor Snyder and seconded by Mayor Pro Tem Gordon to approve EDC funding of Mayor Snyders and Councilmember Clarks attendance at ICSC. The vote failed 3,4. (Kolar, Thompson, Gordon and Clark dissenting)

- 12.5 Consideration and possible action on the renegotiated management agreement between City of Hutto and the Directors of Chaos for Brushy Creek Amphitheater (Kristi Barnes)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve the renegotiated management agreement, with the addition of stating that DOC must hold at least 5 events per year, or the City can terminate the agreement with only two weeks' notice, and the addition of language stating they will abide by City of Hutto policies. The vote passed 7,0.

- 12.6 Discussion and possible action on the Special Events Permit guidelines at Brushy Creek Amphitheater (Mayor Mike Snyder)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve the presented changes to the special events permit, with the addition of decibel and capacity restrictions, as well as the requirement of notice to council for any ISD related event. The vote passed 7,0.

- 12.7 Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2024-013 with a 50% tax exemption for all qualified facilities that are in a commercial building. The vote passed 7,0.

- 12.8 Consideration and possible action on development of a City game room ordinance (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Councilmember Kolar to direct staff to bring back an Ordinance for the City of Hutto, with an SUP requirement for any charitable gambling facilities. The vote passed 7,0.

- 12.9 Discussion and possible action directing staff to bring a budget amendment for the 3349 Beautification Project to add \$14,000 for lighting (Councilmember Amberley Kolar)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to direct staff to bring forward a budget amendment for the additional \$14k for lighting of the FM 3349 Bridge Beautification project. The vote passed 7,0.

- 12.11 Discussion and possible action relating to the release of all emails sent and/or received by Mayor Snyder regarding the East/West Spine Road including but not limited to bids and contracts (Mayor Mike Snyder)

No action was taken on this item.

- 12.12 Consideration and possible action relating to request dated February 22, 2024, for pertinent emails from all City Council members and place the emails in a folder marked as "Confidential - For Official Eyes Only". (Councilmember Dana Wilcott)

No action was taken on this item.

Items 13.1, 13.6, 13.7, 13.8, and 13.9 were pulled from consent.

13. CONSENT AGENDA ITEMS

- 13.2 Consideration and possible action to approve Resolution No. R-2024-041 to award of a contract for Pre-Purchase Equipment for the Megasite Wastewater Lift Station Project (CIP WW-07), in the amount of \$158,889 and authorizing the City Manager to execute the construction contract with Xylem Water Solutions USA, Inc. (Matt Rector)
- 13.3 Consideration and possible action on Resolution No. R-2024-051 authorizing the City Manager to execute an Individual Project Order (IPO) with Sunland Group, LLC in the amount of \$149,693.46 for the Planning, Programming and Site Selection of the New Public Works Facility project (CIP F01-2024) (Matt Rector)
- 13.4 Consideration and possible action on Resolution No. R-2024-052 authorizing an expenditure for extension of electric service with Bluebonnet Electric in the amount of \$101,459.32 for the Shiloh Pump Station (CIP W01-2024) (Matt Rector and Alberta Barrett)
- 13.5 Consideration and possible action on Resolution No. R-2024-050 authorizing the City Manager to execute an Individual Project Order (IPO) with Titan Valuation for Appraisal Services in the amount of \$4,500 for the CR 199 Reconstruction project (CIP T19-2024) (Matt Rector)
- 13.10 Consideration and possible action approving Resolution No. R-2024-055 consenting to the annexation of 4.881 acres of land into the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (Legal)
- 13.11 Consideration and possible action relating to Resolution No. R-2024-056 accepting the Petition filed by Tack Development, Ltd, relating to 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) and to set two public hearings for the limited purpose annexation (Legal)
- 13.12 Consideration and possible action on approving the February 15, 2024 City Council Meeting minutes.

- 13.13 Consider possible action on Ordinance No. O-2024-009 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Chapter 2, Administration, by amending 10.203 Development Review Process, amending Chapter 3 Land Use Standards, Section 10.304.9 Temporary Uses, and amending Section 10.310.5, Mobile Food Vendor (Second Reading) (Ashley Bailey)
- 13.14 Consideration and possible action on Ordinance No. O-2024-010 approving budget amendments for the Hutto Economic Development Corporation (HEDC) as approved at their Board Meeting on January 29, 2024 (Second Reading) (Alberta Barrett)
- 13.15 Consideration and possible action on Ordinance No. O-2024-011 authorizing a budget amendment in the amount of \$41,000 for the FM 3349 Bridge Beautification Project (Second Reading) (Alberta Barrett)
- 13.16 Consideration and possible action on Ordinance No. O-2024-013 amending Hutto Code of Ordinances, Chapter 4 Animals, Article 4.09.002 Cats to provide for Trap, Neuter and Release (Second Reading) (Chief Jeffrey Yarbrough)
- 13.17 Consideration and possible action on Ordinance No. O-2024-014 amending of Hutto Code of Ordinances, Chapter 22, Article 22.04.001-22.04.010 and Articles 22.04.011 and Articles 22.04.012 to provide for amending the definition of vehicles to include All Terrain Vehicle, Trailer and to amend Parking, Stopping and Standing provisions related to such vehicles (Second Reading) (Chief Jeffrey Yarbrough)
- 13.18 Consideration and possible action on Ordinance No. O-2024-015 amending Hutto Code of Ordinances, Chapter 8 Business Regulations, Article 8.06 Vehicle Towing to provide for towing regulations (Second Reading) (Chief Jeffrey Yarbrough)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Consent Agenda Item Nos. 13.2, 13.3, 13.4, 13.5, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, and 13.18 as presented. The vote passed 7,0.

Discussion of pulled Items:

- 13.1 Consideration and possible action on Resolution No. R-2024-058 related to approval of a change order and authorizing the City Manager to execute the same for the Frameswitch Pumping Station Improvements project and the Smart Ball Testing project with ACP, LTD in the amount of \$261,800 (CIP W02-2023) (CIP W16-2024) (Matt Rector)

Item was pushed to March 21st meeting.

- 13.6 Consideration and possible action on approval of Ordinance No. O-2024-018 regarding Blanket Purchase Orders for consumable goods and services (Alberta Barrett)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Ordinance No. O-2024-018. The vote passed 7,0.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to dispense with the second reading of Ordinance No. O-2024-018. The vote passed 7,0.

- 13.7 Consideration and possible action on Resolution No. R-2024-053 authorizing continued participation with the Atmos Cities Steering Committee and authorizing payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation (Legal)

A motion was made by Mayor Snyder and seconded by Councilmember Clark to approve Resolution No. R-2024-053. The vote passed 6,1. (Snyder dissenting)

- 13.8 Consideration and possible action relating to Resolution No. R-2024-054 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Legal)

A motion was made by Councilmember Thornton and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2024-054. The vote passed 6,1. (Snyder dissenting)

- 13.9 Consideration and possible action on Resolution No. R-2024-048 regarding Council and City Manager expense reimbursements (Mayor Mike Snyder)

A motion was made by Councilmember Clark and seconded by Mayor Snyder to approve Resolution No. R-2024-048 with the addition of adding the City Manager to the policy requirements. The vote passed 5,2. (Wilcott and Thompson dissenting)

14. EXECUTIVE SESSION – *There was no Executive Session.*

- 14.2 Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests located

near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements

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

15. ACTION RELATIVE TO EXECUTIVE SESSION –

- 14.2 Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests located near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon approving Resolution No. R-2024-059 authorizing the eminent domain of real property near the intersection of CR 481 & 482 for the Shiloh Pump Station. The vote passed 7,0.

16. CITY COUNCIL COMMENTS

16.2 Future Agenda Items

Councilmember Thornton – Parade Ordinance, asap. JRS in relation to the EDC, 3/21, review how much money has been paid to them. 4/4, Ordinance requiring an annual presentation of all incentive agreements in the City.

Mayor Pro Tem Gordon – Proposed improvements to City owned YMCA building presentation.

- 17.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

At this time, Mayor Snyder asked to recall item 16.1.

16.1 General Comments from City Council

Mayor Snyder added additional comments.

18. ADJOURNMENT – *March 8th, 2024 at 12:17AM*

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

DRAFT



City of Hutto

MINUTES

City Council Work Session
Thursday, March 7, 2024 at 6:00 PM
Executive Conference Room

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

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager, Alberta Barrett, Finance Director, Rick Coronado, Public Works Director, Angela Lewis, City Secretary, Amanda Taylor, Assistant City Secretary; Matt Rector, City Engineer

3. OTHER BUSINESS

- 3.1 Receive a presentation regarding the Transportation and Drainage CIP program for FY 2024-28 as approved and amended in 2023 (Matt Rector)

Matt Rector, City Engineer, presented on proposed Transportation and Drainage CIP projects.

- 3.2 Discussion and possible action related to Work Session topics.

No Action was taken.

4. ADJOURNMENT – 6:49 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Work Session

Thursday, February 15, 2024 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: 6:01 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager, Rick Coronado, Public Works Director, Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Cheney Gamboa, Economic Development Director, Ashley Bailey, Development Services Director, Angela Lewis, City Secretary

3. OTHER BUSINESS

3.1 Final Report of Recommendations for Charter Amendments (Legal)

Dottie Palumbo, City Attorney, review the final amendments with City Council.

PROPOSITION 5:

SECTION 3.12 VOTING be amended to provide that Members of the City Council in attendance shall vote upon every resolution or ordinance except where there is a Conflict of Interest pursuant to Chapter 171 of the Texas Local Government Code.

A vote was taken, and all were in favor of the changes.

SECTION 13.01 PUBLICITY OF RECORDS

All public records of every office, department, or agency of the City shall be open to inspection by any person at all reasonable times, provided that records closed to the public by law, shall not be considered public records for the purpose of this section. During normal office hours, any person or any duly authorized representative of the press or other news media shall have the right to examine any such public records belonging to the City and shall have the right to make copies

thereof under such reasonable rules and regulations as may be prescribed by the City Council or by this Charter.

A vote was taken, and all were in favor of the changes.

Proposed Charter Amendment to SECTION 13.01 PUBLICITY OF RECORDS be amended to remove the provision allowing the press and news media to have the right to examine and copy public records.

A vote was taken, and all were in favor of the changes.

Section 13.01a) Should City positions or appointive City Office be clarified?

A vote was taken, and all were in favor of the changes.

Section 13.01b) Penalties

A person includes anyone acting individually or with others who violates Section 13.01 a) willfully violates any provisions of the foregoing Sections 13.09(a)

A vote was taken, and all were in favor of the changes.

4. ADJOURNMENT – 6:48 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.7.



To: City Council
Subject: Consider possible action on Ordinance No. O-2024-017 for the Specific Use Permit request for Hutto Elementary School #8 project on FM 1660 to allow a daycare, and deviations from bulk, setback and buffers, architectural style, language and materials, landscape and parking lot and vehicular screening (Second Reading) (Ashley Bailey)
Meeting: Thursday, March 21, 2024
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

Hutto ISD and the City of Hutto have in place an Interlocal Agreement approved by both parties in 2023. The agreement permits the Specific Use Process to provide flexibility to Hutto ISD for school site development and secondary uses.

The Hutto ISD property includes approximately 159 acres and is home to the 9th grade center and the Hutto ISD Ag Barn and Transportation Facilities and is currently zoned as SF-1 (Single Family).

The property is surrounded by the following land uses:

NORTH: Extraterritorial Jurisdiction (ETJ) with Development Agreement (DA)

SOUTH: Single Family (SF-1)

EAST: Extraterritorial Jurisdiction (ETJ) with Development Agreement (DA)

WEST: Extraterritorial Jurisdiction

SUMMARY OF REQUEST:

Hutto Independent School District (HISD) is proposing a new elementary school and a daycare facility that is intended for HISD staff children only. The site is east of the northeast corner of Main Hippo Way and Destiny Lane. The school is setback approximately 300 feet from Main Hippo Way to provide for a detention area.

The Interlocal Agreement between the City of Hutto and HISD was approved in 2019 and amended in 2023. The ILA provides the steps for the ISD to request deviations from the Unified Development Code requirements, which include architectural and material requirements, daycare size limitations, height and bulk standards, and landscaping requirements across the site. A pre-development meeting was held In October 2023 with an application submitted in January 2024 with a letter of intent covering the development items identified by staff and the ISD, per the approved ILA. The letter of intent is attached to this item, as is the traffic impact analysis that was performed for the overall site in 2019.

AGENDA ITEM REPORT

13.7.



STAFF REVIEW:

The requested modifications are in the following list. The code citation is provided first, the requested modification is second.

1) 10.307.9 Day care: child - day cares with more than six children shall be considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF, and MH districts as well as T-3 transect zone with the following conditions: day care facilities in the B-1 district must be no more than 2,500 square feet, outdoor play areas must be enclosed by a fence 4 feet - 6 feet high and day care facilities in the MF district may be located in a building separate from a dwelling unit, for residents of the development only.

The ISD is proposing a 15,000 square foot facility for up to 105 children, age four (4) and under. The daycare enrollment will be limited to HISD staff children only. As this is a specific use permit application, the facility is internal to the overall HISD campus, and the daycare has limited enrollment, staff is in support of the request as presented.

2) 10.403.4.2 Building envelope - the maximum building height in the SF-1 zoning district is 35 feet or 2.5 stories.

HISD desires to exceed the maximum building height as prescribed in the single-family zoning district for the new school building. The maximum proposed building height will be approximately 40-ft, allowing for the current building design. The majority of the proposed building complies with the code as written and the deviation will provide flexibility for the two-story portion of the school. Staff is in support of the proposed deviation.

3) 10.406.6.2 – 10.406.6.7: Architectural Style, Language and Materials

HISD is requesting relief from materials, building articulation, and design in compliance with Texas House Bill 2436 regarding building materials while still complying with the majority of the adopted development codes. Staff is in support of the request considering HB2436. In addition, HISD will comply with the spirit of the adopted codes with uniform architectural style across the development that generally meet the cited code sections (avoiding long walls, massing, entry features, etc).

4) 10.407.5.1.2 and 10.407.5.2 Required Landscaping, Parking Lot and Vehicular Use Screening

HISD is requesting a reduction in planting across the site, citing site constraints, safety concerns, and the encumbrance meeting the code would require with the amount of plantings required. Landscaping reduction is allowed as shown in the ILA. The ISD is proposing a reduction of approximately 70% of the required landscaping, including large trees and screening within the limits of construction.

AGENDA ITEM REPORT

13.7.



The proposed 70% reduction is for the tree numbers. The UDC would require over 1,000 trees if there were a strict application of the code on the 30 acre development site (15% of the site with a ratio of two large and four small trees). However, it is important to point out the tree size being provided in the proposed landscape plan provides for more caliper inches per tree than the UDC mandates as well as larger than the caliper inch minimum in the ILA. The large tree species are provided at six caliper inches while the smaller trees are provided at a three-inch caliper size, both larger than the 2.5 caliper minimum required in the ILA. The attached landscape plan shows the number of trees proposed for the development across the site.

Staff is in support of the request as this request exceeds the minimum standards previously applied to other HISD building requests.

Public hearing notices to 85 adjacent property owners within 600 feet of the subject site. One response has been received in favor of the request.

Planning and Zoning Commission recommends approval of the request as it meets the intent of the Interlocal Agreement as well as the majority of the adopted development codes.

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. O-2024-017 Elementary 8
2. Zoning Map
3. ILA with HISD
4. 105 Sweetwater Creek - Favor
5. Application
6. LOI
7. 2019-01-30 Hutto ISD TIA_FINAL DRAFT

ORDINANCE NO. 2024-017

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR MODIFIED DEVELOPMENT STANDARDS FOR A SCHOOL IN THE SF-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT ON 158.843 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE HUTTO INDEPENDENT SCHOOL DISTRICT (HISD) PROPERTY, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; 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 grant a Specific Use Permit to allow for modified development standards for a school on the property known as the HISD property, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 20th day of February 2024, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 20th day of February 2024, and;

WHEREAS, on the 7th day of March, 2024, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the City Council determines that the regulations 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.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.21.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.21.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit. Conditions for the specific use permit at issue are included in Section I subsection 2, below.

- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.21.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and attached hereto, more particularly described in Exhibit “B”. No permits shall be issued unless all of the following requirements are satisfied:

- Any modification of the approval shall require a new Specific Use Permit.

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.

SECTION VII. Penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as are authorized by law.

READ and **APPROVED** on first reading on this the **7th** day of March, 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 **21st** day of March, 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

**Special Warranty Deed****Date:** August 14, 2007**Grantor:** Estate of Iver Ernest Wallin, Deceased**Grantor's Mailing Address:**

Estate of Iver Ernest Wallin, Deceased
P. O. Box 232
Hutto, TX 78634
Williamson County

Grantee: Hutto Independent School District**Grantee's Mailing Address:**

Hutto Independent School District
P. O. Box 430
Hutto, TX 78634
Williamson County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

100 acres of land, more or less, out of the JOHN DYKES SURVEY, ABSTRACT NO. 186, Williamson County, Texas, being a portion of that certain 238 acre tract, called Tract 1, and that certain 100 acre tract, called Tract 2, conveyed to Iver E. Wallin in an executor's deed recorded in Document Number 2001059720 of the Official Public Records of Williamson County, Texas. Said 100 acres of land being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

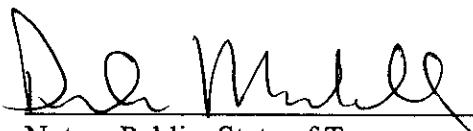
When the context requires, singular nouns and pronouns include the plural.

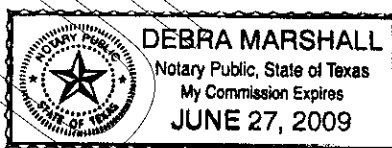

Joyline Wallin Kovar, Independent Executrix of the
Estate of Iver Ernest Wallin, Deceased

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on August 14, 2007, by Estate of Iver Ernest Wallin, Deceased.


Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Enochs & McLean
700 N. Main St.
P. O. Box 751
Taylor, TX 76574
Tel: (512) 352-3626
Fax: (512) 365-5556

AFTER RECORDING RETURN TO:

Independence Title Company
120 Ed Schmidt Blvd., Suite F
Hutto, TX 78634

For Forwarding to:

Heather Rutland
Denslee, Lawler, Depew
+ Schwartz, LLP
811 Congress Ave, Ste 800
Austin, TX 78701

EXHIBIT A

FIELD NOTES TO ACCOMPANY MAP OF SURVEY

100.00 ACRES OF LAND
JOHN DYKES SURVEY, A-186
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 100.00 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 238 ACRE TRACT, CALLED TRACT 1, AND THAT CERTAIN 100 ACRE TRACT, CALLED TRACT 2, CONVEYED TO IVER E. WALLIN IN AN EXECUTOR'S DEED RECORDED IN DOCUMENT NUMBER 2001059720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 100.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. on the south right-of-way line of F.M. 1660 on the east line of the said Tract 2 at the southeast corner of that certain portion of Tract 2 conveyed to the State of Texas by deed recorded in Volume 476, Page 578 of the Deed Records of Travis County, Texas, the same being an interior corner of that certain 163.89 acre tract conveyed to Richard H. Kruger & wife, Frances M. Kruger by deed recorded in Volume 491, Page 547 of the Deed Records of Williamson County, Texas, from which an iron pipe found extending approximately two feet above the ground bears N 20°05'05" W, 1.17 feet and a concrete right-of-way monument found on the north right-of-way line of F.M. 1660 bears N 69°45'55" E, 1209.66 feet and then N 20°14'05" W, 80.00 feet;

THENCE, S 20°05'05" E, a distance of 775.25 feet to a 1 inch diameter steel pin found at the southerly southwest corner of the said 163.89 acre Kruger tract, the same being the northwest corner of that certain 14.00 acre tract described in a Contract for Sale to Howard Ray Sladek recorded in Volume 867, Page 747 of the Deed Records of Williamson County, Texas;

THENCE, S 20°14'32" E, a distance of 1007.92 feet along the west line of the said 14.00 acre Sladek tract and then the west line of that certain 27.36 acre tract described in a deed to Howard R. Sladek recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc., from which a 1 inch diameter steel pin found on the west line of the said 27.36 acre Sladek tract at the southeast corner of the said Tract 2 bears S 20°14'32" E, 1221.56 feet;

THENCE, S 70°00'01" W, a distance of 2599.79, crossing the said Tract 1 and Tract 2, to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. on the west line of the said Tract 1, the same being the east right-of-way line of F.M. 1660 and that certain tract conveyed to the State of Texas recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas, from which a broken concrete right-of-way monument found on the east line of the said State of Texas tract and east right-of-way line of F.M. 1660 bears S 19°59'59" E, 611.80 feet;

THENCE, along the east and south right-of-way lines of F.M. 1660, the same being the east and south lines of the said tracts conveyed to the State of Texas in Volume 476, Page 593 and Volume 476, Page 578 of the Deed Records of Williamson County, Texas, the following three (3) courses and distances:

- 1) N 19°59'59" W, 670.13 feet to a concrete right-of-way monument found;
- 2) With a curve to the right, having a central angle of 89°48'20", a radius of 1106.28 feet, an arc of 1733.99 feet and a chord bearing and distance of N 24°52'12" E, 1561.86 feet to a broken concrete right-of-way monument found;
- 3) N 69°45'55" E, 1492.50 feet to the **PLACE OF BEGINNING**, containing 100.00 acres of land, more or less.

BEARINGS ARE BASED ON NORTH, N.A.D. 83 BY GPS METHODS.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007069800

Nancy E. Rister

08/16/2007 10:47 AM

JACKIE \$28.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

January 8, 2024

City of Hutto
500 West Live Oak Street
Hutto, TX 78634

Re: Hutto Independent School District – Elementary School #8
LPA Project No. 31679

Attention Development Services Department,

This Letter of Intent describes the specific areas of the Unified Development Code (UDC) that LPA, Inc. and Hutto Independent School District (HISD) are deviating from as part of the new Hutto Elementary School #8 project. Each deviation is addressed, separated, and supported by back-up documentation over the following pages. In each case we have been guided by our collective desire to be good stewards of tax-payer dollars, while we adhere to the “spirit” of the UDC as fully as possible.

- **Exhibit A: Day Care: Child (10.307.9)**

As noted in the UDC, a “day care with more than six children may be appropriate in some residential areas, but the use requires special attention to find if it will adversely affect the surrounding area.” (UDC 118).

The proposed day care is intended for HISD staff children only. The facility will be 15,000 sf and the capacity will be 105 children under age 4. The day care will have its own administration department, separate playgrounds for age groups, as well as a dedicated secured vestibule at the main entrance and parking. This will be beneficial to district staff, for new hires, and employee retention.

- **Exhibit B: Bulk, Setbacks and Buffers - Primary and Accessory Structures (10.403.4.2)**

Per UDC Section 10.403.4.2, primary structures in Zoning District SF-1 shall have a maximum building height of 35 ft. / 2.5 stories. While a majority of the school complies with this requirement, one classroom wing is a 2-story volume with an inset roof that maximum roof edge height of 39'-6". This is to allow natural light into the classroom spaces on the 2nd level. This area is set behind the primary street frontages, as shown in Exhibit B, and allows for the campus to meet the program requirements in a way that is both efficient for daily instruction and a responsible use of public funding.

- **Exhibit C: Architectural Style, Language, and Materials (10.406.6.2, 3, 4, 5, 6, 7)**

Exhibit C includes a copy of Texas House Bill (H.B.) 2439 which prohibits the regulation of building products, materials, and methods beyond what is permitted in a national code model within the last three years. Our reading and interpretation of the bill concludes the following:

- H.B. 2439 Section 3000.002.a.1 relieves us of any material requirements found in UDC Section 10.406.6.7.
- H.B. 2439 Section 3000.002.a.2, specifically the use of the word “aesthetic”, relieves us of the articulation and language requirements found in UDC Sections 10.406.6.2, 10.406.6.3, 10.406.6.4, 10.406.6.5, and 10.406.6.6.

January 8, 2024

The design of Hutto Elementary School #8 intends to comply with the language of the UDC whenever possible and will contribute in a positive way to Hutto's sense of place and cohesive architectural style.

- Per UDC Section 10.406.6.2, the buildings, freestanding canopies, accessory and maintenance buildings, and dumpster enclosures at Hutto Elementary School #8 will share a common, identifiable, complementary design or style. Different architectural styles will not be mixed on the campus.
- Per UDC Section 10.406.6.3, the design of Hutto Elementary School #8 avoids a single, large, dominant building mass and uses distinctive and complementary language to identify major entrances, classroom spaces, and unique spaces throughout the campus. The activities inside the campus buildings inform the building's recesses and projections, changes in height, and materiality. Taller, more monolithic masses are set behind the more dynamic street-facing building areas.
- Per UDC Section 10.406.6.4, Hutto Elementary School #8 will use limestone masonry as the primary wall material at grade, with glass curtain walls and vertical standing seam metal panel accent walls at major entries, and metal panels at high walls set back from the main façade. The facades have strong parapet terminations that stand proud of clerestory windows and sloping high roof overhangs that are set back from the primary facades.
- Per UDC Section 10.406.6.4.3 and 10.406.6.4.4, a majority of the campus facades comply with the requirements for walls more than 100 ft in length to have projections of 3% of the façade length that extend at least 20% of the façade length and multiple elements breaking up facades over 30 ft in length; however, the requirements are not met at all times. In an effort to maximize public funding, maximize educational space, and minimize security risks, some volumes do not have deep jogs or material changes every 30 ft. The gymnasium, for example, requires straight long-span structural members and solid, consistent perimeter walls. These spaces are set behind the street-facing facades, in the least-visible area of the site.
- Per UDC Section 10.406.6.5.1, high roof forms at Hutto Elementary School #8 are used to denote building entrances and major circulation routes within. The campus roofs slope a minimum of 1ft of vertical rise for every 4ft of horizontal run, in compliance with the International Codes.
- UDC Section 10.406.6.7 requires masonry to be used as the primary material, with corrugated metal used on no more than 25% of the area of the exterior walls of the building. We are compliant with this Section.
- **Exhibit D: Landscape (10.407.5.1.2, 10.407.5.2)**
Per the City of Hutto Unified Landscape Code (UDC) and the City of Hutto and HISD Interlocal Agreement, the attached plans are submitted for review and approval under a Specific Use Permit Request. Due to site constraints including the Hutto Independent School District (the District) required parking spaces for the onsite Hutto Elementary School and the health, safety, and welfare of the students, faculty and staff, the proposed landscape design provides the highest reasonably achievable level of landscape per the UDC and the City of Hutto and HISD Interlocal Agreement. The proposed overall landscape plan, we believe, meets the general intent as outlined in the ordinance.

The following areas are currently identified as deficient due to the above-mentioned constraints:

January 8, 2024

- 10.407.5.1.2 Required landscaping-non-residential and 5+ household residential development

Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses. For every 500 square feet of landscaping required, or portion thereof, at least two (2) large tree and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

- 10.407.5.2 Parking lot and vehicular use screening

The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.
- Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.
- Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.
- Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.
- Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.
- Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.
- Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.

The nature of the site area being developed is an elementary school, daycare facility and associated parking lots to accommodate their required needs. Therefore, based on this site constraint, the ability to provide the required tree requirements within the remaining unincumbered site area is very limiting.

Also, the District has concerns in planting screening trees and shrubs within parking areas due to safety. Shrubs can create hiding places that students or unwanted visitors can use to avoid being seen. Maintaining site visibility to prevent vehicular or pedestrian blind spots to reduce potential accidents and incidents are a key concern for this elementary school campus for the District.

In response to the parking site constraints and District safety concerns, we are proposing the following based on the deficient code sections above:

- A reduction in approximately 70% of the required large trees and landscape planting and no screen shrubs that are required within the project's limit of construction.
- Please refer to the Landscape Calculation Chart in the submitted landscape plans (LO.02) for specific areas noted as deficient.

Summary:

January 8, 2024



Therefore, based on the items presented, the District is requesting the proposed landscape plan for the proposed project to be accepted under a Specific Use Permit Landscape Proposal as we believe it meets the intent and spirit of the landscape ordinance.

Sincerely,

A blue ink signature of Clare Lassus, written in a cursive style.

Clare Lassus, LEED AP BD+C | Project Architect
LPA, Inc.

Works Cited

Unified Development Code - Hutto,
www.huttotx.gov/DocumentCenter/View/438/Unified-Development-Code-Chapter-2--Table-of-Contents---Administration-PDF. Accessed 28 Dec. 2023.

City of Hutto and HISD Interlocal Agreement – November 9, 2023



AN ACT

relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 10, Government Code, is amended by adding Subtitle Z to read as follows:

SUBTITLE Z. MISCELLANEOUS PROVISIONS PROHIBITING CERTAIN
GOVERNMENTAL ACTIONS

CHAPTER 3000. GOVERNMENTAL ACTION AFFECTING RESIDENTIAL AND
COMMERCIAL CONSTRUCTION

Sec. 3000.001. DEFINITIONS. In this chapter:

(1) "National model code" has the meaning assigned by Section 214.217, Local Government Code.

(2) "Governmental entity" has the meaning assigned by Section 2007.002.

Sec. 3000.002. CERTAIN REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS PROHIBITED. (a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

(1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building;

(2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

(1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;

(3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

(A) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or

(B) applies to outdoor lighting within five miles

of the boundary of a military base in which an active training program is conducted;

(4) an ordinance or order that:

(A) regulates outdoor lighting; and

(B) is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local Government Code;

(5) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Local Government Code, if the municipality:

(A) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or

(B) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(6) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;

(7) a building located in an area designated as a historic district on the National Register of Historic Places;

(8) a building designated as a Recorded Texas Historic Landmark;

(9) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(10) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(11) a building located in a World Heritage Buffer Zone; and

(12) a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section 442.014.

(d) A municipality that is not a municipality described by Subsection (c)(5)(A) or (B) may adopt or enforce a regulation described by Subsection (a) that applies to a building located in a place or area designated on or after April 1, 2019, by the municipality for its historical, cultural, or architectural importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

Sec. 3000.003. INJUNCTION. (a) The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section 3000.002.

(b) The court may grant appropriate relief.

(c) The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.

(d) Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

Sec. 3000.004. OTHER PROVISIONS NOT AFFECTED. This chapter does not affect provisions regarding the installation of a fire sprinkler protection system under Section 1301.551(i), Occupations Code, or Section 775.045(a)(1), Health and Safety Code.

Sec. 3000.005. SEVERABILITY. If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the

provisions of the rule, charter provision, ordinance, order,
building code, or other regulation are severable.

SECTION 2. This Act takes effect September 1, 2019.

President of the Senate

Speaker of the House

I certify that H.B. No. 2439 was passed by the House on April 30, 2019, by the following vote: Yeas 124, Nays 21, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2439 on May 23, 2019, by the following vote: Yeas 133, Nays 9, 1 present, not voting.

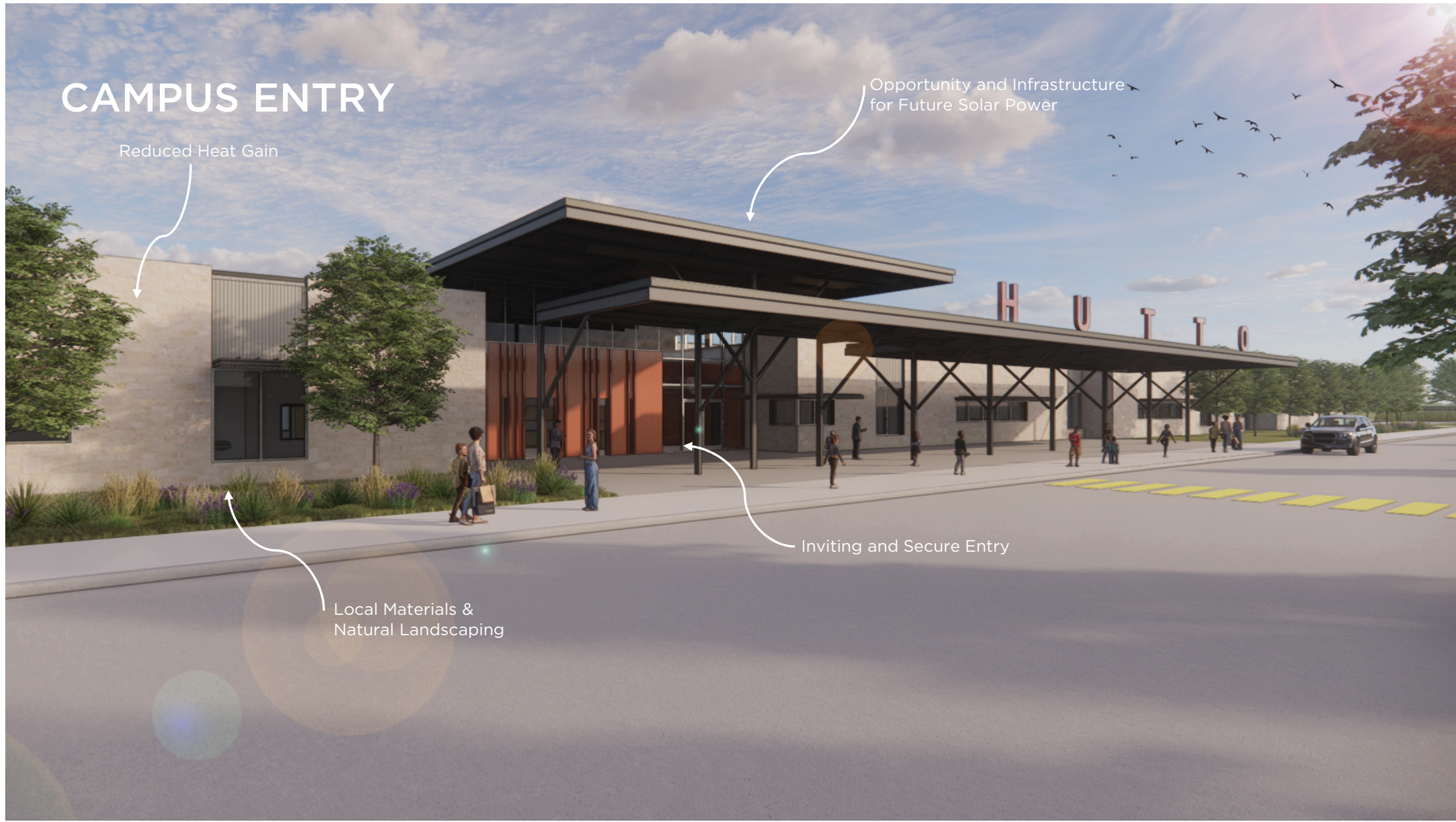
Chief Clerk of the House

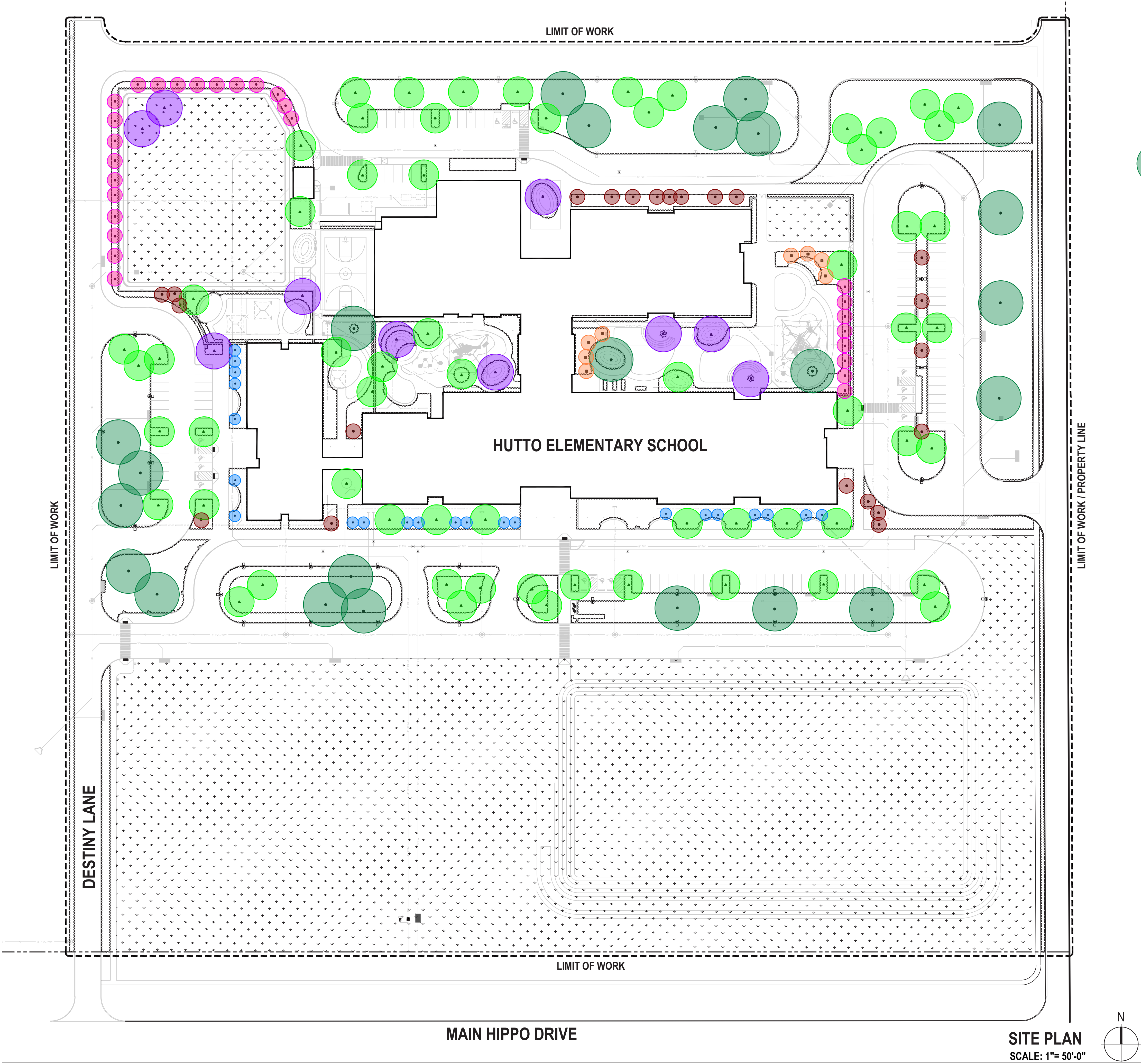
I certify that H.B. No. 2439 was passed by the Senate, with amendments, on May 19, 2019, by the following vote: Yeas 26, Nays 5.

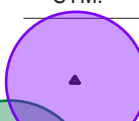
Secretary of the Senate

APPROVED: _____
Date

Governor

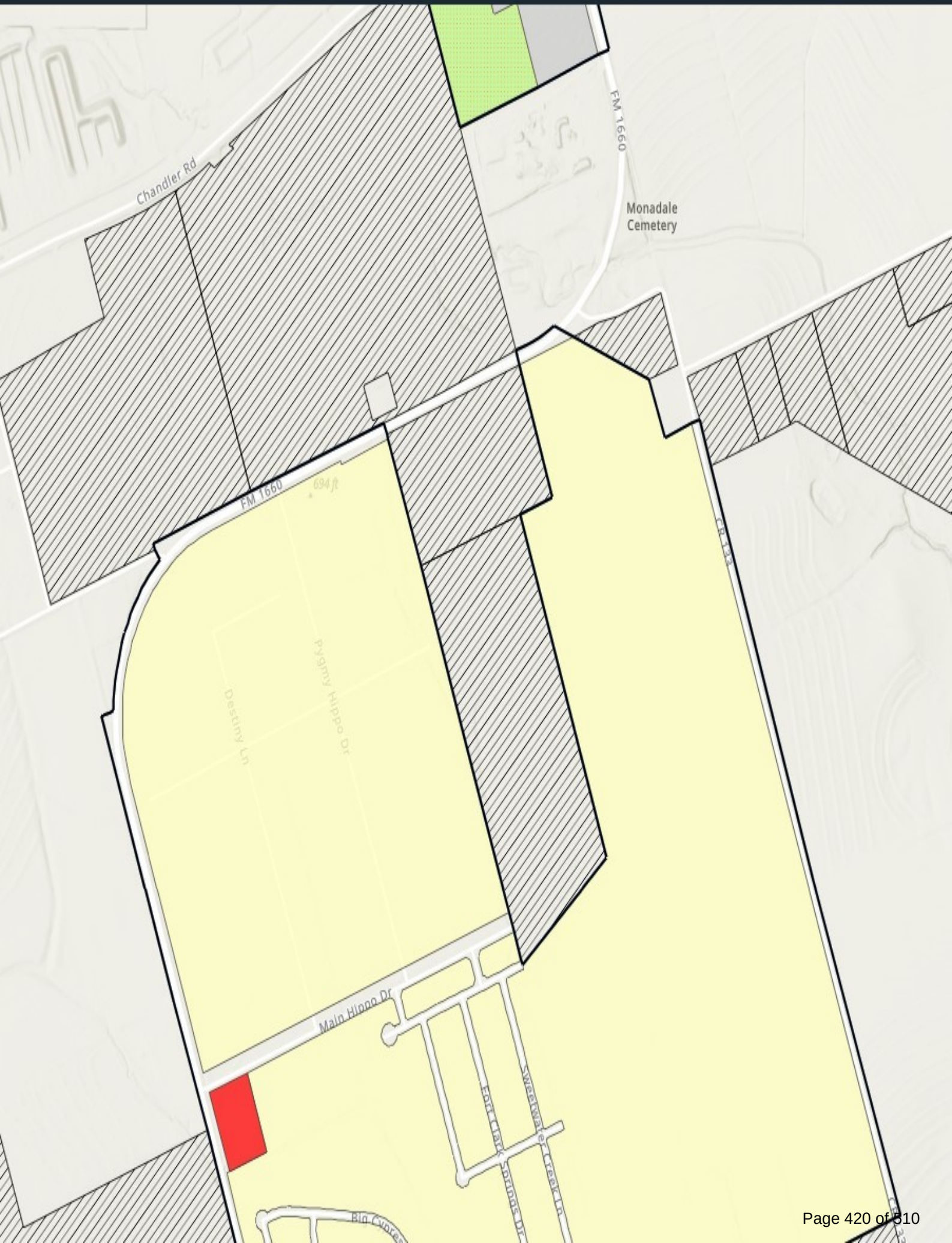




PLANTING LEGEND					
TREE LIST			(NCN) - NO COMMON NAME	(*) - UNLESS NOTED ON PLAN	
SYM.	REF.	QTY.	BOTANICAL NAME/ COMMON NAME	CALIPER/ SPACING	SIZE
	T1	10	ULMUS CRASSIFOLIA/ CEDAR ELM	6" CALIPER/ PER PLAN	40' - 50' H x 25' - 40' W LARGE
	T2	23	PLATANUS MEXICANA/ MEXICAN SYCAMORE	6" CALIPER/ PER PLAN	60' H x 60' W LARGE
	T3	8	QUERCUS LACEYI/ LACEY OAK	3" CALIPER/ PER PLAN	30' - 60' H x 10' - 20' W SMALL
	T4	22	CHILOPSIS LINEARIS/ DESERT WILLOW	3" CALIPER/ PER PLAN	4.9' - 26.3' H x 10' - 20' W SMALL
	T5	64	QUERCUS FUSIFORMIS/ TEXAS LIVE OAK	6" CALIPER/ PER PLAN	20' - 40' H x 30' - 40' W LARGE
	T6	21	CERCIS CANADENSIS V. TEXENSIS 'TEXAS WHITE'/ TEXAS WHITE REDBUD	3" CALIPER/ PER PLAN	15' - 20' H x 10' - 15' W SMALL
	T7	28	LAGERSTROEMIA INDICA/ CAPE MYRTLE	3" CALIPER/ PER PLAN	6' - 25' H x 6' - 20' W SMALL
TURF LIST					
G1		AS REQ'D	TIFFWAY II/ BERMUDA HYBRID	SEE SPECS	
SITE LEGEND					

LANDSCAPE CALCULATION CHART - HUTTO ISD - HUTTO ELEMENTARY SCHOOL #8				
1	LANDSCAPE AREA	TOTAL	REQUIRED	PROVIDED
	Total Area in Limit of Construction 15% of total area must be landscaped in institutional and civic uses per 10.407.5.1.1.	784,080 SF (18 Acre) x 0.15	117,612 SF	281,433 SF
	Per 10.407.5.1.2 Tree Shrub Requirement For every 500 sf of landscaping required, or portion thereof, at least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.	117,612 SF / 500 x 2	470 Large Trees	97 Large Trees
	NOTE: Two (2) small ornamentals may be substituted for one (1) large tree, not to exceed 50% of the required large trees	79 Small (Ornamental) trees / 2		54 Large Trees
			TOTAL TREES:	151 Large Trees (32% of Required)
	*** TOO MANY TREES POSE A SAFETY CONCERN			
2	BUFFERYARD	TOTAL	REQUIRED	PROVIDED
	Bufferyards shall be landscaped in accordance with the tree and shrub standards found in section 10.407.5.4. A non-residential use developed in a residential zoning district will be required to provide a low level bufferyard adjacent to residential development, as defined in Section 10.403.6.3(a). A low level bufferyard ("a") shall consist of the following: - A 10 ft. wide planting area; or a 5 ft. wide planting area plus a 6+ ft. tall masonry wall; - Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard. - For bufferyards where the optional 6+ ft. tall masonry wall is not provided, a continuous landscape hedge not less than 3 ft. in height is required.		*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN	
3	PARKING LOT LANDSCAPING	TOTAL	REQUIRED	PROVIDED
	Interior Parking Lot Landscaping Interior landscape areas must consist of at least 7% of interior space of a parking lot. Landscape islands must be a min. of 9' wide and 18' deep. One (1) landscape island every ten (10) consecutive parking spaces	121 STALLS	12 LARGE TREES	21 LARGE TREES
4	SCREENING	TOTAL	REQUIRED	PROVIDED
	Parking Lot Screening Landscape screening shall contain: - One (1) large tree per thirty (30) ft. or portion thereof, and a continuous hedge not less than 3 ft height - Shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft deep	862 LF	29 LARGE TREES	19 LARGE TREES (65% OF REQUIRED)
	*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN			

Hutto Official Zoning Map



RESOLUTION NO. R-2023-326

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO INDEPENDENT SCHOOL DISTRICT FOR THE LAND AND SITE DEVELOPMENT STANDARDS AND PROCEDURES FOR THE CONSTRUCTION OF HISD EDUCATIONAL FACILITIES; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act allow local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for establishing mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities; and

WHEREAS, this agreement will provide objectives, standards, and procedures to guide the future development, construction, and expansion of educational facilities of Hutto ISD; and

WHEREAS, entry into this Interlocal Agreement would be mutually beneficial and not detrimental to the Parties.

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

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

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

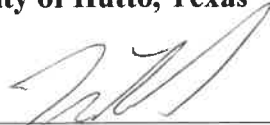
Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter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

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

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the

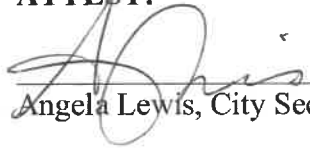
7th day of December 2023 on vote of 6AYES; 0NAYS; 0ABSTENTIONS

City of Hutto, Texas



Mike Snyder, Mayor

ATTEST:



Angela Lewis, City Secretary



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

This Interlocal Agreement (“Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the City of Hutto, Texas (the “City”), a home rule municipality and political subdivision of the State of Texas operating under Texas law, and the Hutto Independent School District (“Hutto ISD”), a public independent school district and political subdivision of the State of Texas. The City and Hutto ISD are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Zoning Enabling Act of Texas (the “Act”) authorizes building and zoning regulation by municipalities, TEX. LOC. GOV’T CODE, Chapter 211; and

WHEREAS, pursuant to the Act, the City has established zoning ordinances and regulations for land use controls and site development in the City of Hutto Unified Development Code (“HUDC”), including for the construction and location of schools; and

WHEREAS, the Act does not expressly grant powers to municipalities to regulate or restrict the location of schools; and

WHEREAS, Article VII, Section 1 of the Texas Constitution directs the Legislature to establish an efficient system of public free schools,’ which the Legislature has delegated, in part, to independent school districts, TEX. EDUC. CODE §11.002; and

WHEREAS, the Legislature has delegated to the boards of trustees of independent school districts the exclusive power and duty to manage and govern the public schools in this State, which includes the necessary powers to acquire real property and the power of eminent domain to acquire property for school purposes, TEX. EDUC. CODE §§11.151 (a), (b); §11.115; and

WHEREAS, a portion of the boundaries of Hutto ISD lie within the corporate limits and

extraterritorial jurisdiction of the City; and

WHEREAS, the Texas Supreme Court has ruled that cities may not use zoning powers to wholly exclude school facilities from within its boundaries, which are located there by a school district, *Austin Independent School District v. City of Sunset Valley*, 502 S.W.2d 670 (Tex. 1973); and

WHEREAS, Hutto ISD must meet certain construction standards and occupancy deadlines due to state-mandated educational facility requirements and public fiduciary obligations regardless of whether any portion of the boundaries of Hutto ISD lie within the jurisdiction of the City; and

WHEREAS, prudent fiscal management requires Hutto ISD to utilize demographic projections to identify areas where new facilities may be needed in the future and to purchase land ahead of the time it will be needed, may become prohibitively expensive, or unavailable, which responsibility is exclusively vested in the Board of Trustees of the school district, and any impediment to this process serves to raise the cost to the taxpayers of Hutto ISD and the City; and

WHEREAS, the City and Hutto ISD desire to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities, which will provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected:

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to the Texas Interlocal Cooperation Act, the City and Hutto ISD, acting by and through their respective governing bodies, hereby agree that the future development, construction, and expansion of educational facilities of Hutto ISD within the regulatory jurisdiction of the City shall be conducted in accordance with objectives, standards, and procedures set forth in this Agreement.

I. GOALS/PURPOSE

The Parties agree that the following Goals and Purposes are shared governmental objectives of the Parties, each of which are sovereign local governmental entities:

1. Establish consistent land development standards for school site development with the corporate limits and extraterritorial jurisdiction of the City.
2. Establish clear review procedures and review periods for educational facilities constructed by Hutto ISD within the City's corporate limits or extraterritorial jurisdiction.
3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of Hutto ISD and the City.
4. To the greatest extent possible, minimize site review fees and review periods.
5. Establish regular, effective communication and maintain a professional cooperative working relationship between Hutto ISD and the City with the goal of enhancing public education.

II. ACKNOWLEDGMENT OF THE CONSTITUTIONAL AND STATUTORY ROLES OF EACH RESPECTIVE GOVERNMENTAL ENTITY

The Parties acknowledge that the City is a home rule charter city with the powers of a municipality as permitted by the Constitution of Texas and by the laws of the state of Texas. Hutto ISD is charged with the provision of efficient public free schools as required by Section 1, Article VII of the Constitution of Texas and delegated by the Legislature of the State of Texas. Each entity has a governmental role which is separate, yet complementary in providing for the needs of the Hutto Community. The City and Hutto ISD agree to conduct business between the City and Hutto ISD through face-to-face, written or electronic, official communications, voice, or video calls, or for minor matters, such as scheduling, text messages. Both parties agree to confine public comments to the business of the respective entities they govern and to respect the constitutional and statutory roles of the respective Parties.

Accordingly, the Parties have agreed to cooperate in the following respects:

III. SITE SELECTION PROCESS

To the extent feasible, Hutto ISD and the City will identify potential future school sites as part of prudent, long-range planning. As has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified potential school site, the City will request that the owner or developer meet with representatives of Hutto ISD to discuss development plans with the hopes of locking in school site set-asides.

Optimally, Hutto ISD standards for school sites are as follows:

- Elementary (capacity to serve 850 students, PK-5) = 20 acres
- Middle School (capacity to serve 1,200 students, grades 6-8) = 40 acres
- High School (capacity to serve 2,400 students, grades 9-12) = 100 acres

Hutto ISD and the City will regularly communicate to discuss applicable site selection and development issues/concerns prior to Hutto ISD finalizing property acquisition. More importantly, Hutto ISD and the City should work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.

The City agrees that any information disclosed to the City with respect to real estate identification or purchase as a part of this collaborative process is highly confidential and shall not be disclosed, interfered with or impeded in any manner.

IV. PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

(a) **Predevelopment Meeting.** Representatives of Hutto ISD and the City, including any professionals engaged by either party, or their designees, shall meet at least 45 working days prior to Hutto ISD's submittal of any school site development permit application.

Consideration should be given to various development issues, including:

1. driveway locations
2. school zone limits
3. potential deviations from the standards of development ordinances and
4. rules potential off-site improvements required and responsibilities to provide such improvements processing concurrent applications to facilitate efficient and expeditious development.

Once the City and Hutto ISD agree on development regulations applicable to a particular permit application, the development issues shall be put in written form and submitted as part of Hutto ISD's development application(s) so that Hutto ISD develops a site in accordance with the development code requirements that are required by law as related to health, safety and those that are mutually agreed to by the City and Hutto ISD at the predevelopment meeting.

Hutto ISD will provide schematic concepts/plans/renderings of a proposed site development to the City at the predevelopment meeting. These concepts will be reviewed to allow discussions on the general layout and articulation of the project to the site. It is anticipated that the City will make certain recommendations and/or provide guidance and input as to school site zoning that is residential and then under the provisions of the Specific Use Permit ("SUP") process. It is the intent of both the City and Hutto ISD to seek timely, fiscally prudent, flexible and reasonable solutions throughout the SUP process that will support and not unreasonably impede the education mission of Hutto ISD.

(b) **Platting.** Hutto ISD shall comply with the City's Short Form Subdivision Code, Hutto Unified Development Code, Chapter 6, Subdivisions, as may be amended, reasonable deviations are considered and approved by the City in writing. The City should notify Hutto ISD within 10

working days of submittal and indicate any application deficiencies. The City agrees to review all subdivision applications within 15 working days

After Hutto ISD's receipt of written comments from the City, Hutto ISD shall submit written responses to the City's comments within 15 working days. In the event all such comments indicate that additional matters remain unresolved, the City Manager and Hutto ISD's Superintendent, and/or their representatives shall meet to resolve the remaining issues preventing approval.

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a Certificate of Occupancy by both the City and Emergency Services District #3 ("ESD#3"). However, Hutto ISD reserves the right, and the City shall not unreasonably withhold a request for a temporary Certificate of Occupancy ("TCO") in accordance with City ordinances and ESD#3 requirements from both the City and the ESD#3 where project timelines to open facilities may impact instruction and the educational mission of Hutto ISD. The TCO gives all parties the opportunity to continue to work through matters related to Final Plat and permit requirements.

(c) **Building and Site Development Permits.** Hutto ISD shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction as provided by City Ordinance.

(d) **Fees.** Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and, therefore, these are waived pursuant to City Ordinance. Other utility fees and development fees will be paid by Hutto ISD, as applicable.

(e) **Traffic Impact Analysis ("TIA").** For new school construction, in the event Hutto ISD acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved or the approved TIA does not include traffic generated by the

educational facility proposed to be located at such site, then Hutto ISD shall be required to prepare a TIA to accompany the development application for all new school site development.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of Hutto ISD. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for transportation improvements may be proposed by Hutto ISD, as appropriate to reflect the phasing of facilities.

Hutto ISD, Hutto ISD's registered professional engineer and City staff will meet to determine the geographic area to be included and will include the following:

- Trips to be generated by the proposed development;
- Assignment of such trips to the road network analyzed;
- The capacity of affected roadways before and after the proposed development;
- Specific recommendations for roadway improvements and traffic control modifications needed to mitigate the traffic from the proposed development; and
- The project's proportionate share of improvements and modifications.

In the event Hutto ISD is responsible for 100% of the proportionate share of the improvements and modifications described in the TIA as set forth above, Hutto ISD will install all improvements and make necessary public dedications as recommended by the approved TIA. In the event that Hutto ISD's proportionate share of improvements does not cover all referenced improvements and modifications, the City and Hutto ISD shall meet to discuss possible solutions, including construction of the required improvements by a third-party developer. In no event shall Hutto ISD be responsible for installing more off-site improvements than are required in the TIA.

With respect to right-of-way dedication, the Hutto ISD Board of Trustees is confined by constitutional limitations on making gifts public school property. Rather, right-of-way dedication must either be sold via formal appraisal and competitive bidding and/or upon a determination that the gift serves a public purpose related to the education of public school students in Hutto ISD, which must be clearly articulated in a Board resolution to avoid the constitutional prohibitions regarding gifts of public funds. Hutto ISD will work with the City in good faith to provide the necessary justification to avoid having the City pay for right-of-way dedications.

If an existing school site is to undergo redevelopment (i.e. remodel, upgrade, expansion), then, during predevelopment discussions with the City, Hutto ISD and the City may discuss traffic mitigation and right-of-way improvements and may mutually agree to share the costs of traffic analysis – to include a TIA – if both Parties agree that such analysis would contribute to improved ingress/egress of the existing site and/or may contribute to traffic safety improvements.

If off-site improvements are identified in a TIA that due to the development of additional school facilities (regardless of whether the TIA was paid for by Hutto ISD or City), then Hutto ISD agrees it will be responsible for its proportionate and reasonable share of such improvements.

(f) **Utilities.** Hutto ISD will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, Hutto ISD wants to avoid reimbursement obligations by third parties. Construction funds are finite and if the Hutto ISD must bear any portion of a utility infrastructure, Hutto ISD prefers that it shall be the actual cost of Hutto ISD's portion of a utility extension if there are other end-users, developers, and/or co-developers involved.

However, where this may not be possible, and if Hutto ISD extends utilities, Hutto ISD shall be reimbursed the proportionate amount of any connections by any third parties made on

such extension of impact fee eligible lines. This will be memorialized by separate agreement with the City, associated developers and/or co-developers.

If Hutto ISD extends utilities and the City desires to oversize such utilities, then the additional construction cost shall be shared borne by the City.

(g) **Sidewalks.** Hutto ISD shall install six-foot wide concrete sidewalks along all arterial streets and five-foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on Hutto ISD's property or within the right-of-way immediately abutting Hutto ISD's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City ordinances, as may be amended. Sidewalks along private road and along HISD property shall be required.

(h) **Improvements within the city Right-of-Way (ROW).** The City may administratively approve any improvements within City ROW required for school and related facility construction.

(i) **School Traffic Control Plan.** To the extent reasonably discernable at the time the TIA is approved, Hutto ISD will submit plan details of District's ingress/egress, pedestrian pathways, off-site sidewalks and traffic control plan in conjunction with the site plan review process. Hutto ISD shall submit its Traffic Control Plan as well as the information required in City Ordinance 22.03.034. and will comply with the City's School Zone Ordinance.

(j) **Masonry/Façade Requirements.** The City will review, through the Specific Use Permit architectural design review process to allow for flexibility on school sites.

(k) **Parking Needs.** The City will review plans for compliance with off-street parking requirements; however, the Specific Use Permit can allow for flexibility in terms of parking

requirements. The City will work with Hutto ISD to assess parking needs and the need for off-street parking.

(l) **Inspections.** The City shall provide inspections of HISD buildings permitted in the Hutto City Limits, and alternatively will accept certified third-party inspections buildings in the Hutto Extraterritorial Jurisdiction, (“ETJ”) that will be submitted with the City for the building permit record file. The City will conduct inspections for all improvements to City’s ROW or City’s infrastructure.

For inspections within the City’s ETJ, the City will accept sealed engineer’s and architect’s letters certifying compliance with the approved building inspections. Hutto ISD may use the City’s building inspection services or an independent certified inspection company. In no event shall the City be responsible for defects from the approved plans that might normally be discovered during the normal course of full inspections had the City otherwise performed such inspections instead of a certified inspection company. However, Hutto ISD will submit its inspection reports for inclusion in the School Building Permit Record File.

Fire inspections in the building and compliance process will be handled by ESD#3, as applicable.

(m) **Minor Revisions to Approved Development Plan Prior to or During Construction.** Hutto ISD may submit to the City minor revisions to an approved development plan prior to or during construction, which may include utility easements and unforeseen changes as may be necessary for constructability. For purposes of this section, “minor” revisions shall mean project revisions that are occasioned by unforeseen circumstances or events that were not initially contemplated in the approved development plan, but that do not materially alter the proposed

scope, size or function of the project under development. Minor revisions shall be approved by the City's Development Services Department.

(n) **Fiscal Surety.** In the event Hutto ISD constructs or intends to construct any street, drainage, or utility lines or facilities that are to be dedicated or conveyed to the City for ownership and operation (a "Public Improvement"), Hutto ISD shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as Hutto ISD otherwise delivers to the City a letter of agreement from the Superintendent in a form agreeable to the City, agreeing on behalf of Hutto ISD to construct such public improvements. Hutto ISD shall construct all improvements required by City ordinance and TIA as a condition of approval of a Site Plan, Building Permit, or recordation of Final Plat, as applicable. In the event such Public.

Improvements are constructed, Hutto ISD will provide the standard two-year warranty/maintenance bond (part of construction warranty and bond requirements Hutto ISD will have in place in regards to its Construction Manager.)

V. LANDSCAPING

(a) **City Landscape Regulations.** Because Hutto ISD has specific requirements for safety and security at its educational facilities and since Hutto ISD provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that will be approved and modified through the SUP process. Hutto ISD will submit for review all landscaping within the City's right-of-way and/or proposed, dedication of right-of-way that may arise due to development activities.

(b) **Landscape Guidelines.** Hutto ISD will comply with the following landscape guidelines:

- Preserve existing trees where practical, as determined by Hutto ISD;
- Plant material is hardy to the area climate and local soils;
- Plant material is to be low in water requirements;
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth;
- Do not plant shrubs at building entrances and parking areas for security reasons;
- Stake trees to prevent wind damage;
- Use plant materials and trees native or adapted to the area (Hutto ISD complies with landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that it will utilize);
- Plant trees a minimum of 2-1/2" caliper in size;
- Provide a watering ring around each tree pit; and
- Plant all trees in native soil amended only with compost.

(c) **Sprinkler Irrigation.** Hutto ISD will comply with the following irrigation standards:

- Irrigate play and athletic fields and high traffic areas, as determined by Hutto ISD;
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times;
- Irrigation system will have a rain and freeze detection switch;
- Adjustable flow controls will be used in areas of high pressure;
- Backflow prevention as per local codes will be installed;
- Sprinkler heads will be nozzled to produce minimal overspray and runoff; and

- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

VI. LIGHTING, SIGNS, CONSTRUCTION/CONCRETE POURS, DAMAGE TO PUBLIC FACILITIES

(a) **Facility Lighting.** Exterior lighting of any educational facilities of Hutto ISD shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of Hutto ISD, including, but not limited to, football, baseball or soccer stadiums that provide public seating shall be exempt from any lighting requirements set forth in the City's Codes and Ordinances. Residential uses shall include existing and any planned uses for future residential use.

(b) **Sign Permits.** A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if the sign includes an electronic reader board, or a sign that might obstruct visual clearance. Signage on school facilities and way-finding, directional signs may be exempted.

(c) **Construction/Concrete Pours.** Hutto ISD shall not be exempt from any regulation or ordinance regarding the time of day that construction is undertaken and/or concrete or similar material is poured, laid or constructed at any construction site. In the event Hutto ISD proposes to undertake "early" morning concrete pours, it will first obtain specific approval from the City Manager. If such approval is obtained, the Hutto ISD will post a temporary sign or signs on Hutto ISD property in the best location to notify the citizens of the surrounding area of such pours and shall take all reasonable precautions to assure that such activities will minimize any nuisance(s) to any of the adjacent residents.

(d) **Damage to Public Facilities.** Any utilities, curbs, pavement, sidewalks, structures, or any public facility, etc., on City property or public ROW within City limits that are damaged or removed during construction shall be repaired or replaced by Hutto ISD at no cost to the City.

VII. DISPUTE RESOLUTION

The Parties share a long-term commitment to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities to provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected. In order to achieve this shared objective, collaboration between the Parties is critical. Accordingly, when consensus cannot be reached on any matter within a reasonable time that may arise under this Agreement, the Parties agree to undertake the following process for dispute resolution:

- a. The matter will first be referred to the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations for recommended solution. The Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations shall make good faith efforts to arrive on a consensus resolution within ten (10) business days.
- b. If consensus cannot be reached between the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations within ten (10) business days of the date of referral to them, the matter in dispute will be submitted by both Parties to non-binding mediation before an independent third-party mediator in Williamson County. The Parties shall mutually agree on the selection of the mediator and, if the Parties are unable to agree, then the mediator shall be selected by the most senior full-time sitting judge of the Williamson County District Court. Both Parties will

equally share the cost of mediation. Mediation shall be a condition precedent to either Party pursuing the dispute in court.

- c. If mediation is unsuccessful in arriving at a consensus resolution to the matter in dispute or if the Parties fail to mediate within thirty (30) days after mediation becomes available to the parties under subsection c. above, the Parties may submit the dispute to a Texas district court of competent jurisdiction in Williamson County, Texas.

VIII. MISCELLANEOUS PROVISIONS

- (a) **Changed Conditions.** If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements, or modifications shall be in writing and approved by each Party's respective governing body.
- (b) **Governing Law.** Each Party will comply with all state and federal laws applicable to this Agreement. This Agreement is subject to all applicable present and future valid laws governing the municipal zoning and the construction of public school facilities. Nothing in this Agreement is to be construed as transferring legal responsibility from one Party to the other.
- (c) **Entire Agreement.** This Agreement, including attachments, contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. No other agreement, statement, or promise made by or to any party, or made by or to any officer, director, employee, or agent of any party, that is not contained in this Agreement shall be of any force or effect.
- (d) **Effect of Partial Invalidity.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

(e) **Immunity.** Neither of the Parties waive or relinquish any immunity or defense on behalf of themselves, their trustees, officers, employees, or agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

(f) **Budgeted Funds.** The Parties to this Agreement expressly acknowledge and agree that any monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

(g) **Renewal and Extension.** The Parties to this Agreement expressly acknowledge and agree that this Agreement shall be reviewed and renewed by the Parties no less frequently than once every three (3) years; or at any other time at the request of either Party.

(h) **Open Meetings.** The meetings at which this Agreement was approved by the Parties' governing bodies were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year when fully executed and approved by both Parties, which is the date of this Agreement.

CITY OF HUTTO

By: _____

Mike Snyder, Mayor

Date: _____

ATTEST:

By: _____

Angela Lewis, City Secretary

Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Bille Logiudice, Board President

Date: _____

By: _____

Shannon Jacobs, Board Secretary

Date: _____



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **FEBRUARY 20, 2024**
CITY COUNCIL ON: **MARCH 7, 2024**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit requests for the property known as **Hutto Elementary School #8**, Lot 1 Block A of the Hutto Independent School District Maintenance Facility Subdivision.

The request for a Specific Use Permit is required within the Interlocal Agreement between the ISD and City of Hutto for school development. The request is to allow the following:

- 1) 10.307.9: Day Care: Child – to allow up to 105 children aged four (4) and under, within a space approximately 15,000 square feet in size, and intended for HISD staff children only;
- 2) 10.403.4.2: Bulk, Setbacks and Buffers – to exceed maximum building height as prescribed in the single-family zoning district for the school use. The maximum proposed building height will be approximately 40-ft, allowing for an elementary school building;
- 3) 10.406.6.2 – 10.406.6.7: Architectural Style, Language and Materials – in compliance with Texas House Bill 2436 in which cities are now prohibited from the regulation of building materials because what is provided in the national building code model, HISD is requesting relief from materials, building articulation, and design as found in the Unified Development Code while still complying with the majority of the adopted development codes;
- 4) 10.407.5.1.2: Landscape – to reduce required landscaping by no more than 70% of the required landscaping; and,
- 5) 10.407.5.2: Parking Lot and Vehicular Screening – to remove this requirement fully within the limits of construction.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: <https://www.huttotx.gov/129/Agendas-Minutes-Archive>. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634 with a response to the proposal
2. Email your response to: planning@huttotx.gov

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments. For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hutto Elementary School #8**, Lot 1 Block A of the Hutto Independent School District Maintenance Facility Subdivision, to amend the development codes for the following: 1) 10.307.9: Day Care: Child, 2) 10.403.4.2: Bulk, Setbacks and Buffers, 3) 10.406.6.2-10.406.6.7: Architectural Style, Language and Materials, 4) 10.407.5.1.2: Landscape, and 5) 10.407.5.2: Parking Lot and Vehicular Screening.

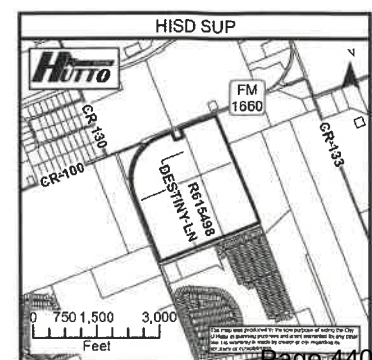
Name: RESTORE REFUELED

Address: 105 SWEETWATER CREEK LN HUTTO TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT** Write comments below, attach additional pages if needed.

SITE LOCATION MAP





SPECIFIC USE PERMIT
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
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Hutto ISD Elementary School #8

PROPERTY ADDRESS: TBD (Near 9th Grade Center at FM 1660 & CR 118)

Current zoning district: SF-1 Current Use: K-12 Education

Proposed Use: K-12 Education Code reference for specific use permit requirement: _____

Current zoning: North of property: Hutto Development Agreement South of property: SF-1
East of property: Hutto Development Agreement West of property: Outside of City limits

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 600-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date

March 2020



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

☐ HB 3167 Process

☒ Expedited Process

PROJECT NAME: Hutto ISD Elementary School #8 APPLICATION TYPE: Specific Use Permit

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

Name: Clare Lassus
Company Name: LPA, Inc.
Address: 1811 S. Alamo Street, Suite 100, San Antonio, TX 78209
Phone: 210/503-6191 Email: classus@lpadesignstudios.com

PROPERTY INFORMATION

Address: TBD (Near 9th Grade Center at FM 1660 & CR 118)
Legal Description: Lot(s) 1 Block A Subdivision Hutto Independent School District Maintenance Facility
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021122178
City Limits or ETJ: City Limits Current Zoning District: SF-1

PROPERTY OWNER INFORMATION

Name: Henry Gideon
Company Name: Hutto Independent School District
Address: 200 College Street, Hutto, TX 78634
Phone: (512) 759-3771 Email: henry.gideon@huttoisd.net

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: [Signature] Property Owner Printed Name: Henry Gideon Assist Super Date: 12-15-23

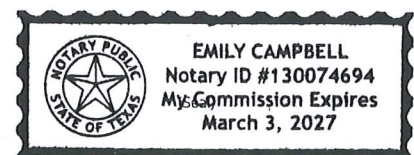
THE STATE OF TEXAS

COUNTY OF Williamson

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

Given under my hand and seal of office this 15th day of December, 2023 A.D.

Notary Public Signature: [Signature] Notary Public Printed Name: Emily Campbell



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

March 2020

January 8, 2024

City of Hutto
500 West Live Oak Street
Hutto, TX 78634

Re: Hutto Independent School District – Elementary School #8
LPA Project No. 31679

Attention Development Services Department,

This Letter of Intent describes the specific areas of the Unified Development Code (UDC) that LPA, Inc. and Hutto Independent School District (HISD) are deviating from as part of the new Hutto Elementary School #8 project. Each deviation is addressed, separated, and supported by back-up documentation over the following pages. In each case we have been guided by our collective desire to be good stewards of tax-payer dollars, while we adhere to the “spirit” of the UDC as fully as possible.

- **Exhibit A: Day Care: Child (10.307.9)**

As noted in the UDC, a “day care with more than six children may be appropriate in some residential areas, but the use requires special attention to find if it will adversely affect the surrounding area.” (UDC 118).

The proposed day care is intended for HISD staff children only. The facility will be 15,000 sf and the capacity will be 105 children under age 4. The day care will have its own administration department, separate playgrounds for age groups, as well as a dedicated secured vestibule at the main entrance and parking. This will be beneficial to district staff, for new hires, and employee retention.

- **Exhibit B: Bulk, Setbacks and Buffers - Primary and Accessory Structures (10.403.4.2)**

Per UDC Section 10.403.4.2, primary structures in Zoning District SF-1 shall have a maximum building height of 35 ft. / 2.5 stories. While a majority of the school complies with this requirement, one classroom wing is a 2-story volume with an inset roof that maximum roof edge height of 39'-6". This is to allow natural light into the classroom spaces on the 2nd level. This area is set behind the primary street frontages, as shown in Exhibit B, and allows for the campus to meet the program requirements in a way that is both efficient for daily instruction and a responsible use of public funding.

- **Exhibit C: Architectural Style, Language, and Materials (10.406.6.2, 3, 4, 5, 6, 7)**

Exhibit C includes a copy of Texas House Bill (H.B.) 2439 which prohibits the regulation of building products, materials, and methods beyond what is permitted in a national code model within the last three years. Our reading and interpretation of the bill concludes the following:

- H.B. 2439 Section 3000.002.a.1 relieves us of any material requirements found in UDC Section 10.406.6.7.
- H.B. 2439 Section 3000.002.a.2, specifically the use of the word “aesthetic”, relieves us of the articulation and language requirements found in UDC Sections 10.406.6.2, 10.406.6.3, 10.406.6.4, 10.406.6.5, and 10.406.6.6.

January 8, 2024

The design of Hutto Elementary School #8 intends to comply with the language of the UDC whenever possible and will contribute in a positive way to Hutto's sense of place and cohesive architectural style.

- Per UDC Section 10.406.6.2, the buildings, freestanding canopies, accessory and maintenance buildings, and dumpster enclosures at Hutto Elementary School #8 will share a common, identifiable, complementary design or style. Different architectural styles will not be mixed on the campus.
- Per UDC Section 10.406.6.3, the design of Hutto Elementary School #8 avoids a single, large, dominant building mass and uses distinctive and complementary language to identify major entrances, classroom spaces, and unique spaces throughout the campus. The activities inside the campus buildings inform the building's recesses and projections, changes in height, and materiality. Taller, more monolithic masses are set behind the more dynamic street-facing building areas.
- Per UDC Section 10.406.6.4, Hutto Elementary School #8 will use limestone masonry as the primary wall material at grade, with glass curtain walls and vertical standing seam metal panel accent walls at major entries, and metal panels at high walls set back from the main façade. The facades have strong parapet terminations that stand proud of clerestory windows and sloping high roof overhangs that are set back from the primary facades.
- Per UDC Section 10.406.6.4.3 and 10.406.6.4.4, a majority of the campus facades comply with the requirements for walls more than 100 ft in length to have projections of 3% of the façade length that extend at least 20% of the façade length and multiple elements breaking up facades over 30 ft in length; however, the requirements are not met at all times. In an effort to maximize public funding, maximize educational space, and minimize security risks, some volumes do not have deep jogs or material changes every 30 ft. The gymnasium, for example, requires straight long-span structural members and solid, consistent perimeter walls. These spaces are set behind the street-facing facades, in the least-visible area of the site.
- Per UDC Section 10.406.6.5.1, high roof forms at Hutto Elementary School #8 are used to denote building entrances and major circulation routes within. The campus roofs slope a minimum of 1ft of vertical rise for every 4ft of horizontal run, in compliance with the International Codes.
- UDC Section 10.406.6.7 requires masonry to be used as the primary material, with corrugated metal used on no more than 25% of the area of the exterior walls of the building. We are compliant with this Section.
- **Exhibit D: Landscape (10.407.5.1.2, 10.407.5.2)**
Per the City of Hutto Unified Landscape Code (UDC) and the City of Hutto and HISD Interlocal Agreement, the attached plans are submitted for review and approval under a Specific Use Permit Request. Due to site constraints including the Hutto Independent School District (the District) required parking spaces for the onsite Hutto Elementary School and the health, safety, and welfare of the students, faculty and staff, the proposed landscape design provides the highest reasonably achievable level of landscape per the UDC and the City of Hutto and HISD Interlocal Agreement. The proposed overall landscape plan, we believe, meets the general intent as outlined in the ordinance.

The following areas are currently identified as deficient due to the above-mentioned constraints:

January 8, 2024

- 10.407.5.1.2 Required landscaping-non-residential and 5+ household residential development

Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses. For every 500 square feet of landscaping required, or portion thereof, at least two (2) large tree and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

- 10.407.5.2 Parking lot and vehicular use screening

The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.
- Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.
- Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.
- Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.
- Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.
- Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.
- Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.

The nature of the site area being developed is an elementary school, daycare facility and associated parking lots to accommodate their required needs. Therefore, based on this site constraint, the ability to provide the required tree requirements within the remaining unincumbered site area is very limiting.

Also, the District has concerns in planting screening trees and shrubs within parking areas due to safety. Shrubs can create hiding places that students or unwanted visitors can use to avoid being seen. Maintaining site visibility to prevent vehicular or pedestrian blind spots to reduce potential accidents and incidents are a key concern for this elementary school campus for the District.

In response to the parking site constraints and District safety concerns, we are proposing the following based on the deficient code sections above:

- A reduction in approximately 70% of the required large trees and landscape planting and no screen shrubs that are required within the project's limit of construction.
- Please refer to the Landscape Calculation Chart in the submitted landscape plans (LO.02) for specific areas noted as deficient.

Summary:



January 8, 2024

Therefore, based on the items presented, the District is requesting the proposed landscape plan for the proposed project to be accepted under a Specific Use Permit Landscape Proposal as we believe it meets the intent and spirit of the landscape ordinance.

Sincerely,

A blue ink signature of Clare Lassus, written in a cursive style.

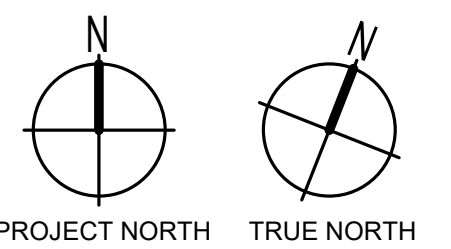
Clare Lassus, LEED AP BD+C | Project Architect
LPA, Inc.

Works Cited

Unified Development Code - Hutto,
www.huttotx.gov/DocumentCenter/View/438/Unified-Development-Code-Chapter-2--Table-of-Contents---Administration-PDF. Accessed 28 Dec. 2023.

City of Hutto and HISD Interlocal Agreement – November 9, 2023





AN ACT

relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 10, Government Code, is amended by adding Subtitle Z to read as follows:

SUBTITLE Z. MISCELLANEOUS PROVISIONS PROHIBITING CERTAIN
GOVERNMENTAL ACTIONS

CHAPTER 3000. GOVERNMENTAL ACTION AFFECTING RESIDENTIAL AND
COMMERCIAL CONSTRUCTION

Sec. 3000.001. DEFINITIONS. In this chapter:

(1) "National model code" has the meaning assigned by Section 214.217, Local Government Code.

(2) "Governmental entity" has the meaning assigned by Section 2007.002.

Sec. 3000.002. CERTAIN REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS PROHIBITED. (a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

(1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

(1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;

(3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

(A) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or

(B) applies to outdoor lighting within five miles

of the boundary of a military base in which an active training program is conducted;

(4) an ordinance or order that:

(A) regulates outdoor lighting; and

(B) is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local Government Code;

(5) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Local Government Code, if the municipality:

(A) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or

(B) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(6) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;

(7) a building located in an area designated as a historic district on the National Register of Historic Places;

(8) a building designated as a Recorded Texas Historic Landmark;

(9) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(10) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(11) a building located in a World Heritage Buffer Zone; and

(12) a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section 442.014.

(d) A municipality that is not a municipality described by Subsection (c)(5)(A) or (B) may adopt or enforce a regulation described by Subsection (a) that applies to a building located in a place or area designated on or after April 1, 2019, by the municipality for its historical, cultural, or architectural importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

Sec. 3000.003. INJUNCTION. (a) The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section 3000.002.

(b) The court may grant appropriate relief.

(c) The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.

(d) Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

Sec. 3000.004. OTHER PROVISIONS NOT AFFECTED. This chapter does not affect provisions regarding the installation of a fire sprinkler protection system under Section 1301.551(i), Occupations Code, or Section 775.045(a)(1), Health and Safety Code.

Sec. 3000.005. SEVERABILITY. If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the

provisions of the rule, charter provision, ordinance, order,
building code, or other regulation are severable.

SECTION 2. This Act takes effect September 1, 2019.

President of the Senate

Speaker of the House

I certify that H.B. No. 2439 was passed by the House on April 30, 2019, by the following vote: Yeas 124, Nays 21, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2439 on May 23, 2019, by the following vote: Yeas 133, Nays 9, 1 present, not voting.

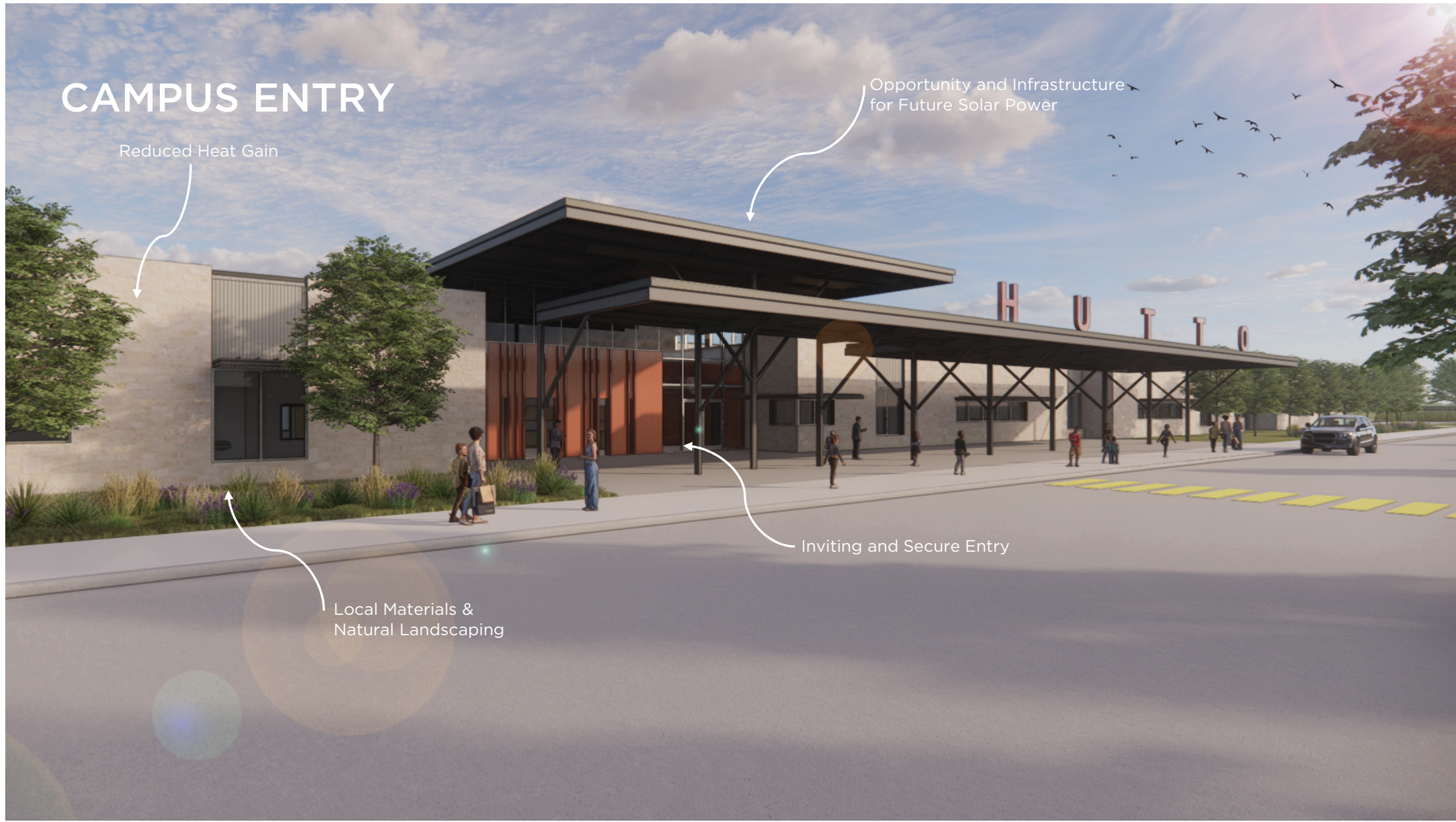
Chief Clerk of the House

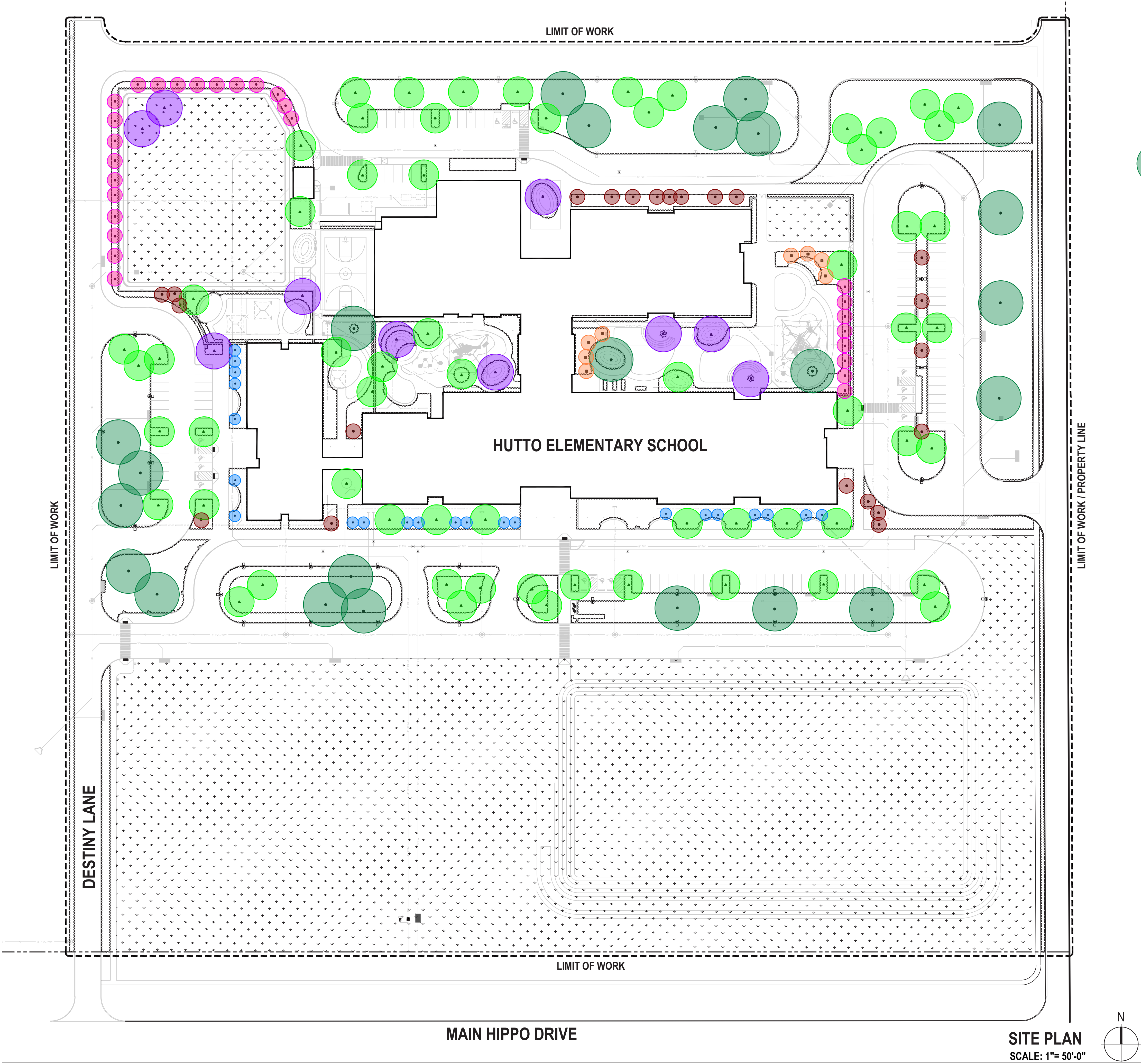
I certify that H.B. No. 2439 was passed by the Senate, with amendments, on May 19, 2019, by the following vote: Yeas 26, Nays 5.

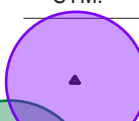
Secretary of the Senate

APPROVED: _____
Date

Governor





PLANTING LEGEND					
TREE LIST			(NCN) - NO COMMON NAME	(*) - UNLESS NOTED ON PLAN	
SYM.	REF.	QTY.	BOTANICAL NAME/ COMMON NAME	CALIPER/ SPACING	SIZE
	T1	10	ULMUS CRASSIFOLIA/ CEDAR ELM	6" CALIPER/ PER PLAN	40' - 50' H x 25' - 40' W LARGE
	T2	23	PLATANUS MEXICANA/ MEXICAN SYCAMORE	6" CALIPER/ PER PLAN	60' H x 60' W LARGE
	T3	8	QUERCUS LACEYI/ LACEY OAK	3" CALIPER/ PER PLAN	30' - 60' H x 10' - 20' W SMALL
	T4	22	CHILOPSIS LINEARIS/ DESERT WILLOW	3" CALIPER/ PER PLAN	4.9' - 26.3' H x 10' - 20' W SMALL
	T5	64	QUERCUS FUSIFORMIS/ TEXAS LIVE OAK	6" CALIPER/ PER PLAN	20' - 40' H x 30' - 40' W LARGE
	T6	21	CERCIS CANADENSIS V. TEXENSIS 'TEXAS WHITE'/ TEXAS WHITE REDBUD	3" CALIPER/ PER PLAN	15' - 20' H x 10' - 15' W SMALL
	T7	28	LAGERSTROEMIA INDICA/ CAPE MYRTLE	3" CALIPER/ PER PLAN	6' - 25' H x 6' - 20' W SMALL
TURF LIST					
G1		AS REQ'D	TIFFWAY II/ BERMUDA HYBRID	SEE SPECS	
SITE LEGEND					

LANDSCAPE CALCULATION CHART - HUTTO ISD - HUTTO ELEMENTARY SCHOOL #8				
1	LANDSCAPE AREA	TOTAL	REQUIRED	PROVIDED
	Total Area in Limit of Construction 15% of total area must be landscaped in institutional and civic uses per 10.407.5.1.1.	784,080 SF (18 Acre) x 0.15	117,612 SF	281,433 SF
	Per 10.407.5.1.2 Tree Shrub Requirement For every 500 sf of landscaping required, or portion thereof, at least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.	117,612 SF / 500 x 2	470 Large Trees	97 Large Trees
	NOTE: Two (2) small ornamentals may be substituted for one (1) large tree, not to exceed 50% of the required large trees	79 Small (Ornamental) trees / 2		54 Large Trees
			TOTAL TREES:	151 Large Trees (32% of Required)
	*** TOO MANY TREES POSE A SAFETY CONCERN			
2	BUFFERYARD	TOTAL	REQUIRED	PROVIDED
	Bufferyards shall be landscaped in accordance with the tree and shrub standards found in section 10.407.5.4. A non-residential use developed in a residential zoning district will be required to provide a low level bufferyard adjacent to residential development, as defined in Section 10.403.6.3(a). A low level bufferyard ("a") shall consist of the following: - A 10 ft. wide planting area; or a 5 ft. wide planting area plus a 6+ ft. tall masonry wall; - Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard. - For bufferyards where the optional 6+ ft. tall masonry wall is not provided, a continuous landscape hedge not less than 3 ft. in height is required.		*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN	
3	PARKING LOT LANDSCAPING	TOTAL	REQUIRED	PROVIDED
	Interior Parking Lot Landscaping Interior landscape areas must consist of at least 7% of interior space of a parking lot. Landscape islands must be a min. of 9' wide and 18' deep. One (1) landscape island every ten (10) consecutive parking spaces	121 STALLS	12 LARGE TREES	21 LARGE TREES
4	SCREENING	TOTAL	REQUIRED	PROVIDED
	Parking Lot Screening Landscape screening shall contain: - One (1) large tree per thirty (30) ft. or portion thereof, and a continuous hedge not less than 3 ft height - Shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft deep	862 LF	29 LARGE TREES	19 LARGE TREES (65% OF REQUIRED)
	*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN			



Hutto ISD Traffic Study

Prepared for:

Hutto Independent School District

January 31, 2019

Submitted by:



810 Hesters Crossing Road, Suite 120
Round Rock, TX 78681
Tel: 512.685.2900
Firm Registration # 754

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Appendices

Appendix A – Existing Intersection Lane Configurations
Appendix B – Existing, Forecasted without Site, Site, and Site plus Forecasted AM Peak and PM Peak Hour Traffic Volumes

1 Introduction

HDR Engineering, Inc. has been retained by Hutto Independent School District (HISD) to perform a traffic study for the proposed HISD school site generally located at the southeast corner of the intersection of FM 1660 and CR 100, in Hutto, Texas, as shown in **Figure 1**. The project is proposed to be completed in three phases. Phase 1 development is proposed to consist of a High school with 1000 students and is expected to be complete by 2021. Phase 2 development is proposed to be an expansion to a full high school to accommodate an additional 1,400 students and is expected to be complete by 2028. Phase 3 development will include the construction of Elementary school with 900 students, Middle school with 1,200 students, expansion of the existing bus operations facility to add additional 60 buses, and a performing arts center (PAC) with 1,500 seats. Phase 3 development is expected to be complete by 2033. The conceptual site plans for each of the three phases are illustrated in **Figure 2**.

2 Site and Access Characteristics

As shown in **Figure 1**, the site is generally located on the southeast corner of the intersection of FM 1660 and CR 100, and is bounded by FM 1660 to the north and the west, and undeveloped parcels on the south and the east. The site plan is being developed by Pfluger Architects. The site plan and driveway access for each of the three phases is illustrated in **Figure 2**.

Phase 1 will consist of two driveways. Driveway A is an existing driveway and will continue to be used as the main entrance/exit for the bus operations facility (bus barn). The existing eastbound right turn deceleration lane at Driveway A will be extended as part of Phase 1 development. Driveway B will be constructed on FM 1660 and will serve as the only entrance/exit to the high school. It should be noted that a northbound right-turn and a southbound left-turn deceleration lane at Driveway B will be constructed as part of Phase 1 development and was assumed in the analysis.

Phase 2 and 3 will include an additional Driveway C on FM 1660 that will serve as an entrance/exit to the school. Beginning with Phase 2 development, all three driveways will provide internal connectivity to each use within the site.



LEGEND

X VPD = VEHICLES PER DAY*

● = STOP CONTROLLED INTERSECTION

🚦 = SIGNALIZED INTERSECTION

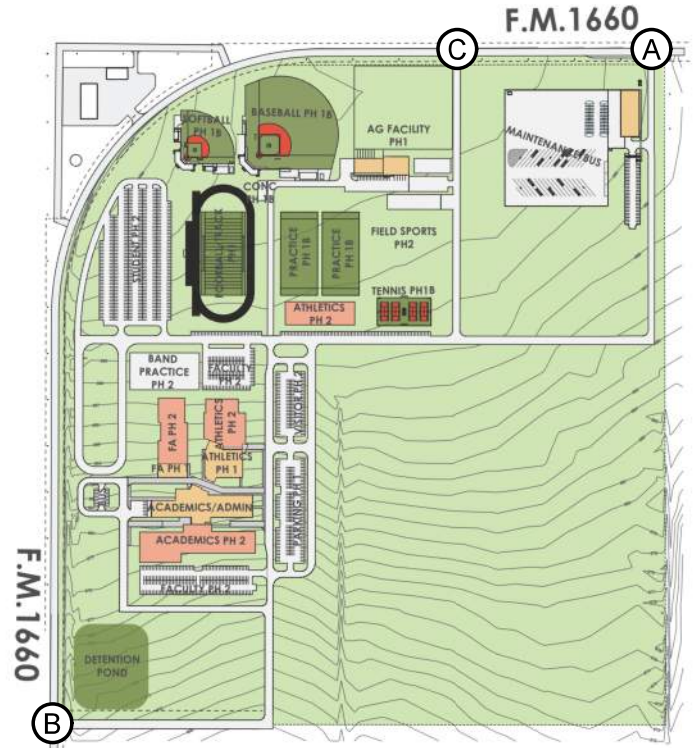
*From TxDOT Statewide Planning Map. Volumes are for 2017.

Background Map Copyrighted by Google, 2019

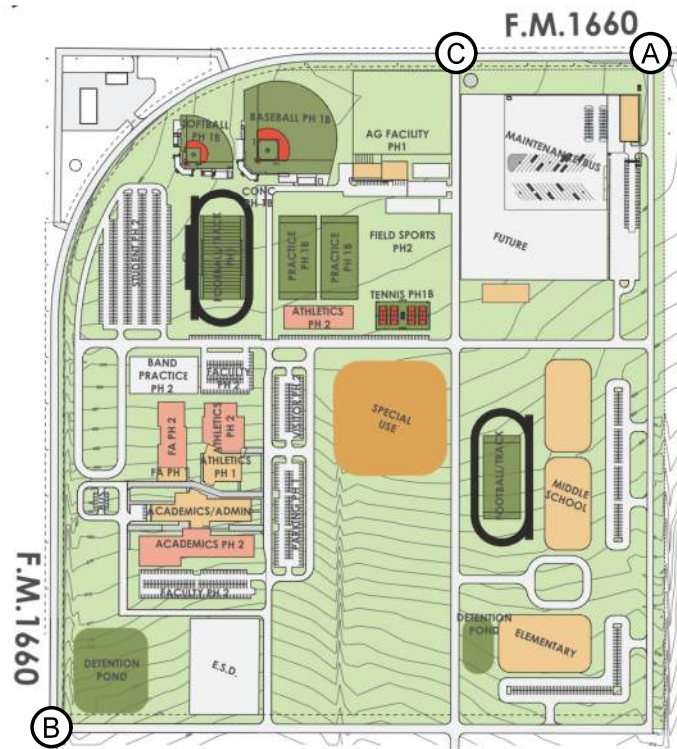
FIGURE 1
STUDY AREA



PHASE 1 - YEAR 2021
(HIGH SCHOOL)



PHASE 2 - YEAR 2028
(HIGH SCHOOL EXPANSIONS)



PHASE 3 - YEAR 2033
(HIGH, MIDDLE, AND
ELEMENTARY SCHOOL)

LEGEND

(X) = SITE DRIVEWAY

FIGURE 2
CONCEPTUAL
SITE PLAN

3 Roadway and Intersection Characteristics

A brief summary of the existing conditions on major roadways within the study area are discussed below. Average daily traffic estimates for these roadways were obtained from Texas Department of Transportation (TxDOT) Statewide Planning Maps (Ref. 1) and are shown in **Figure 1**.

US 79

US 79 is a four-lane undivided principal arterial with a continuous two-way left-turn lane in the vicinity of the study area. The posted speed limit on US 79 is 50 mph.

FM 1660

FM 1660 is a two-lane undivided minor arterial in the vicinity of the study area. The posted speed limit on FM 1660, north of Limmer Loop is 55 mph.

According to the CAMPO 2040 Regional Transportation Plan (Ref. 2) and the Williamson County Long Range Transportation Plan (Ref. 3), realignment of FM 1660 is proposed between CR 101 and US 79 to the east of the current alignment as a two-lane undivided and ultimately a four-lane divided roadway. The project is co-sponsored by Williamson County and TxDOT and is included in the CAMPO 2019-2022 Transportation Improvement Plan (TIP) and in the Williamson County Road Bond Program as a pass-through financing project. However, per discussions with the City and County, the project is on hold indefinitely. Therefore, the realignment of FM 1660 was not included in the analysis as part of this study.

Limmer Loop

Limmer Loop is a two-lane undivided principal arterial with a continuous two-way left-turn lane. The posted speed limit on Limmer Loop is 50 mph in the study area.

Chandler Road

Chandler Road is a two-lane undivided minor arterial in the vicinity of the study area. The posted speed limit on Chandler Rd is 60 mph.

According to the CAMPO 2040 Regional Transportation Plan and the Williamson County Long Range Transportation Plan, upgrade of Chandler Road to a four or six lane divided roadway is proposed between SH 130 and FM 1660. The Williamson County Long Range Transportation Plan also proposes upgrade of Chandler Road to a four-lane divided roadway between FM 1660 and SH 95. These projects are sponsored by Williamson County but are not currently funded. No construction dates have been set for these projects. Therefore, these improvements were not included in the analysis as part of this study.

CR 100

CR 100 is a two-lane undivided local road west of FM 1660. The posted speed limit on CR 100 is 40 mph in the study area.

CR 130

CR 130 is a two-lane undivided local road that connects Chandler Road and CR 100. The posted speed limit on CR 130 is 40 mph in the study area.

CR 133

CR 133 is a two-lane undivided local road south of FM 1660. There is no posted speed limit on CR 133 in the study area.

The existing intersection geometry and traffic control for the seven study intersections are shown in **Appendix A**.

4 Data Collection

AM (7:00 to 9:00) and PM (4:00 to 6:00) peak period turning movement counts and 24-hour bi-directional tube counts were collected at the study intersections/roadways on Wednesday, November 14, 2018. **Appendix B** contains a summary of existing AM and PM peak hour turning movement counts.

5 Trip Generation

Based on the recommendations and data contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition (Ref. 4), the proposed HISD site will generate an estimated 10,272 unadjusted daily trips upon build-out. **Table 1** provides a detailed summary of daily, AM, and PM peak hour trips for each phase of development.

Table 1: Trip Generation

Build-Out Phase and Year	Land Use	Size	24-Hour Two Way Volume (vpd)	AM Peak Hour (vph)		PM Peak Hour (vph)	
				Enter	Exit	Enter	Exit
Phase 1 (2021)	High School	1000 students	2,030	348	172	67	73
Phase 1 (2021) Total Trips			2,030	348	172	67	73
Phase 2 (2028)	High School (Expansion)	1,400 students	2,842	488	240	94	102
Phase 2 (2028) Total Trips			2,842	488	240	94	102
Phase 3 (2033)	Elementary School	900 students	1,701	326	277	73	80
	Middle School	1,200 students	2,566	376	320	100	104
	Bus Barn Expansion	60 buses	240*	50	26	48	65
	Performing Arts Center	1500 seats	893	0	0	243	0**
Phase 3 (2033) Total Trips			5,400	752	623	464	249
Grand Total (Full Build-Out Total Trips)			10,272	1,588	1,035	625	424

*Estimated

** Exiting trips are outside peak period

For the bus operations facility expansion, the existing inbound and outbound turning movement counts at existing Driveway A were used to project trips for the proposed expansion during Phase 3 development. For the Performing Arts Center (PAC) land use, trips were estimated based on a previous study performed by HDR for a similar use in the region. It should be noted that PAC events are special events and usually fall outside the

typical AM and PM peak hours with some overlap. Specific traffic management strategies should be used for any special event. No additional pass-by, internal capture, or transit reductions were assumed for the proposed land uses.

6 Trip Distribution and Assignment

Traffic counts conducted during the study and trip origin/destination information provided by HISD provided the basis for the overall directional distribution of traffic approaching and departing the project site. The proposed trip distributions for each use during each of the three build-out phases are presented in **Table 2**.

Table 2: Forecasted Overall Directional Distribution of Site Oriented Traffic

Direction/ Roadway	% Overall Distribution					
	Phase 1 (High School)	Phase 2 (High School Expansion)	Phase 3			
			Elementary School	Middle School	PAC	Bus Barn
North CR 130	2.5	5	5	5	2.5	2.5
North FM 1660	2.5	5	15	10	2.5	2.5
East Chandler Rd	5	10	20	15	5	5
East Limmer Loop	5	10	20	15	5	5
East US 79	25	5	15	5	25	25
East CR 133	0	0	5	5	0	0
S Jim Cage Ln	5	0	5	0	5	5
W US 79	30	10	0	5	30	30
W Limmer Loop	15	25	0	15	15	15
W CR 100	5	10	0	5	5	5
W Chandler Rd	5	10	0	10	5	5
FM 1660, N of Limmer Loop	0	10	15	10	0	0
Total	100	100	100	100	100	100

Site traffic was distributed to the roadway network based on the above percentages. Given the total site generated traffic and the directional distribution by approach, traffic was then assigned to and from the project driveways via the most likely travel paths. This step was performed by investigating a number of alternative travel patterns, as well as the ingress/egress points into the school site. The site traffic for AM and PM peak hours for all three phases of development are presented in **Appendix B**.

7 Traffic Forecasts

In order to forecast future traffic volumes on the roadway network, an annual growth rate was applied to the existing traffic counts. Based on information in the TxDOT Statewide Planning Map and the City of Hutto Mobility Master Plan (Ref. 5), a three (3) percent annual growth rate was assumed for this project and applied to the existing traffic to obtain the forecasted (without site) traffic volumes. The trips generated by two proposed residential projects were also included as background traffic in estimating the 2028 and 2033 Forecasts and are described briefly below:

- The RSI residential development is proposed to include approximately 1,000 single family dwelling units - to be constructed on the west side of FM 1660, south of the proposed HISD school site.
- The Packsaddle residential development is proposed to include approximately 500 single family dwelling units to be constructed on the east side of FM 1660, south of the proposed HISD school site.

The Site traffic was added to the forecasted background traffic to obtain Site plus Forecasted traffic volumes for all three phases of development. These volumes formed the basis for capacity analysis and evaluation of the impacts to the study area intersections. Existing, Forecasted, and Site plus Forecasted traffic volumes for AM and PM peak hours for each of the three phases are presented in **Appendix B**.

8 Traffic Analysis

Analysis was performed using Synchro 9.2 (Ref. 6), which is based on the procedures contained in the Highway Capacity Manual (Ref. 7). In general, intersection Levels of Service (LOS) A to D are acceptable, while an overall LOS of E or F is unacceptable.

Level of service (LOS) is a qualitative measure of operating conditions at a location and is directly related to vehicle delay at intersections. Signalized intersection delay/LOS is defined in **Table 3** and unsignalized minor street delay/LOS is defined in **Table 4**.

Table 3: LOS Definitions for Signalized Intersections

LOS	Control Delay (sec/veh)	Description
A	≤ 10.0	Very low vehicle delays, short cycle length/ exceptionally favorable signal progression.
B	10.1 to 20.0	Low vehicle delays, short cycle length/ highly favorable signal progression, more vehicular stops than LOS A.
C	20.1 to 35.0	Favorable signal progression/ moderate cycle length, potential cycle failures, significant number of vehicular stops.
D	35.1 to 55.0	Ineffective signal progression/long cycle length, many vehicular stops, noticeable cycle failures.
E	55.1 to 80.0	Ineffective signal progression, long cycle length, frequent cycle failures.
F	> 80.0	Poor signal progression, long cycle length, cycle failures during most cycles.

Source: *Highway Capacity Manual 2010* Transportation Research Board, 2010.

Table 4: LOS Definitions for Unsignalized Intersection Approaches/Movements

LOS	Control Delay (sec/veh)
A	≤ 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	> 50.0

Source: *Highway Capacity Manual 2010* Transportation Research Board, 2010.

The impact of the proposed development on existing intersections within the study area were analyzed for three phases of development. The intersections analyzed as part of this study are shown in **Figure 1**. For each of the intersections, AM and PM peak hour capacity analysis was completed to evaluate the traffic impacts, for the following conditions:

- 2018 Existing Conditions
- 2021 Forecasted Conditions (without site traffic)
- 2021 Phase 1 Site plus Forecasted Traffic Conditions
- 2028 Forecasted Conditions (without site traffic)
- 2028 Phase 2 Site plus Forecasted Traffic Conditions
- 2033 Forecasted Conditions (without site traffic)
- 2033 Phase 3 Site plus Forecasted Traffic Conditions

For each phase of development two conditions were evaluated: forecasted and site plus forecasted to compare the impacts of site traffic on intersections within the study area. The following section discusses the results of the capacity analysis for the various conditions.

8.1.1 Existing Conditions – Year 2018

Existing condition analysis assumes existing roadway/intersection geometry and year 2018 traffic volumes. Existing intersection geometry and traffic control for the seven (7) intersections are shown in **Appendix A. Table 5** provides intersection delays and levels of service for the study intersections.

Table 5: Existing (2018) Conditions Intersection LOS and Delay

Intersection	Control	Intersection/ Critical Approach*	AM Peak		PM Peak	
			Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
FM 1660 and Chandler Road	TWSC	NB	18.7	C	19.7	C
FM 1660 and CR 133	TWSC	NB	9.3	A	9.4	A
FM 1660 and Existing Driveway A	TWSC	NB	9.6	A	10.2	B
FM 1660 and CR 100 (North)	TWSC	EB	9.9	A	10.1	B
FM 1660 and CR 100 (South)	TWSC	SB	9.2	A	9.9	A
FM 1660 and Limmer Loop	Signalized	Intersection	78.1	E	49.0	D
FM 1660 and US 79	Signalized	Intersection	45.2	D	45.1	D

*Intersection delay is reported for signalized intersections and critical minor street approach delay is reported for two-way stop controlled intersections.

Based on the analysis results, the intersection of FM 1660 and Limmer Loop is operating at unacceptable levels of service under existing conditions during the AM peak period, as highlighted in **Table 5**. All other intersections are operating at a LOS D or better during both the AM and PM peak hours.

8.1.2 Phase 1 – Year 2021 Forecasted and Site plus Forecasted

Phase 1 Forecasted condition analysis assumes year 2021 forecasted traffic volumes with existing roadway/intersection geometry.

Phase 1 Site plus Forecasted condition analysis assumes year 2021 forecasted traffic volumes plus Phase 1 site traffic; existing roadway geometry; and additional intersection improvements recommended as part of this traffic study to mitigate the impacts of site traffic. **Table 6** provides Phase 1 intersection delays and levels of service for all study intersections during the AM Peak and PM Peak hours for forecasted (without site) and site plus forecasted conditions.

Table 6: Phase 1- Year 2021 Intersection LOS and Delay

Intersection	Control	Intersection/ Critical Approach*	AM Peak				PM Peak			
			Forecasted (without site)		Site Plus Forecasted		Forecasted (without site)		Site Plus Forecasted	
			Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
FM 1660 and Chandler Road	TWSC	NB/SB	21.7	C	25.1	D	22.9	C	23.7	C
FM 1660 and CR 133	TWSC	NB	9.4	A	9.6	A	9.5	A	9.5	A
FM 1660 and Existing DWY A	TWSC	NB	9.7	A	10.0	B	10.3	B	10.4	B
FM 1660 and CR 100 (North)	TWSC	EB	10.0	B	10.3	B	10.4	B	10.4	B
FM 1660 and CR 100 (South)	TWSC	SB	9.3	A	9.7	A	10.1	B	10.2	B
FM 1660 and Proposed DWY B	TWSC	WB	-		16.2	C	-		12.6	B
FM 1660 and Limmer Loop	Signalized	Intersection	104.0	F	27.0	C	58.1	E	25.8	C
FM 1660 and US 79	Signalized	Intersection	59.2	E	29.8	C	53.0	D	27.1	C

*Intersection delay is reported for signalized intersections and critical minor street approach delay is reported for two-way stop controlled intersections.

Based on the results of the analysis, all intersections perform at an acceptable LOS of D or better under Phase 1 Forecasted conditions, except the two (2) signalized intersections. The two failing intersections are highlighted in **Table 6**. For the Site plus Forecasted analysis, improvements were identified for the two failing intersections to mitigate the impacts of background growth and site traffic. The potential improvements for the two failing intersections and proposed driveways are discussed below:

FM 1660 and Limmer Loop

The following improvements are recommended at this intersection to mitigate delays during the Phase 1 Site plus Forecasted condition:

- Add a southbound right turn deceleration lane
- Add a southbound left turn deceleration lane
- Add a northbound left turn deceleration lane
- Modify signal phasing to provide “permissive + protected” phases for the northbound and southbound left turn movements
- Optimize cycle length and traffic signal timing

FM 1660 and US 79

The following improvements are recommended at this intersection to mitigate delays during the Phase 1 Site plus Forecasted condition:

- Add a southbound right turn deceleration lane
- Add a southbound left turn deceleration lane
- Add northbound left turn deceleration lane
- Modify signal phasing to provide “permissive + protected” phases for the northbound and southbound left turn movements
- Optimize cycle length and traffic signal timing
- Coordinate signal timing and phasing with Union Pacific Railroad due to proximity to the rail line on the south side of US 79

With the above improvements, all intersections will perform at an acceptable LOS of D or better under Phase 1 Site plus Forecasted conditions as shown in **Table 6**.

8.1.3 Phase 2 – Year 2028 Forecasted and Site plus Forecasted

Phase 2 Forecasted condition analysis assumes year 2028 forecasted traffic volumes and existing roadway/intersection geometry.

Phase 2 Site plus Forecasted condition analysis assumes 2028 forecasted traffic volumes plus Phase 1 and 2 site traffic; existing roadway geometry; and additional intersection improvements recommended as part of this traffic study to mitigate the impacts of site traffic. **Table 7** provides intersection delays and levels of service for all study intersections during the AM Peak and PM Peak hours.

Table 7: Phase 2- Year 2028 Intersection LOS and Delay

Intersection	Control	Intersection/ Critical Approach*	AM Peak				PM Peak			
			Forecasted (without site)		Site Plus Forecasted		Forecasted (without site)		Site Plus Forecasted	
			Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
FM 1660 and Chandler Road	TWSC	NB/SB	56.3	F	21.4	C	100.8	F	24.3	C
FM 1660 and CR 133	TWSC	NB	10.1	B	11.1	B	10.4	B	10.6	B
FM 1660 and Existing DWY A	TWSC	NB	10.6	A	11.8	B	11.8	B	12.3	B
FM 1660 and Proposed DWY C	TWSC	NB	-		12.0	B	-		11.0	B
FM 1660 and CR 100 (North)	TWSC	EB	11.2	B	13.2	B	11.8	B	12.6	B
FM 1660 and CR 100 (South)	TWSC	SB	10.0	B	10.8	B	13.2	B	13.6	B
FM 1660 and Proposed DWY B	Signalized**	WB	-		9.3	A	-		7.1	A
FM 1660 and Limmer Loop	Signalized	Intersection	416.9	F	77.1	E	324.7	F	81.0	F
FM 1660 and US 79	Signalized	Intersection	192.1	F	55.0	D	195.9	F	55.1	E

*Intersection delay is reported for signalized intersections and critical minor street approach delay is reported for two-way stop controlled intersections.

** Proposed as a recommended improvement.

Based on the results of the analysis, three (3) intersections are operating at unacceptable levels of service under Phase 2 Forecasted conditions, as highlighted in **Table 7**. For the Site plus Forecasted analysis, improvements were identified for the failing intersections to mitigate the impacts of background growth and site traffic. The potential improvements for the failing intersections and proposed driveways are discussed below:

FM 1660 and Chandler Road

The following improvements are recommended at this intersection to mitigate delays during the Phase 2 Site plus Forecasted condition:

- Add a northbound left turn deceleration lane
- Add a southbound left turn deceleration lane
- Install a traffic signal at the intersection with optimized signal timing and phasing upon satisfaction of signal warrants

The intersection is expected to operate at LOS C during both the AM and PM peak hours under 2028 Site plus Forecasted conditions assuming the proposed improvements are implemented.

FM 1660 and Proposed Driveway C

The intersection minor street approach is expected to operate at LOS B during the AM and PM peak hours, under Phase 2 Site plus Forecasted traffic conditions. To improve the safety and accessibility of the driveway operations, left turn and right turn deceleration lane thresholds were reviewed using TxDOT's *Roadway Design Manual* (Ref. 8) and TxDOT's *Access Management Manual* (Ref. 9). The projected volumes at FM 1660 and Proposed Driveway C are expected to exceed the minimum thresholds recommended for consideration of both left turn and right turn deceleration lanes at this location. Therefore, the following improvements are recommended for this intersection during Phase 2 Site plus Forecasted operations:

- Install a westbound left turn deceleration lane
- Install an eastbound right turn deceleration lane
- Construct Driveway C to provide two outbound lanes

Design of left and right turn deceleration lanes should conform to the TxDOT guidelines for minimum storage and taper lengths. These improvements are expected to have a positive impact on both the safety and operation of this intersection.

FM 1660 and Proposed Driveway B

Installation of a traffic signal with optimized signal timing and phasing is recommended at this intersection to mitigate the operational delays during the Phase 2 Site plus Forecasted operations, upon satisfaction of signal warrants.

The intersection is expected to operate at LOS A during both the AM and PM peak hours under 2028 Site plus Forecasted conditions assuming implementation of the proposed improvement.

FM 1660 and Limmer Loop

Improvements identified under Phase 1 Site plus Forecasted still apply for this intersection. It should be noted that even with the improvements identified under Phase 1, this intersection still fails. However, the delay is significantly reduced compared to the Phase 2 Forecasted (without site traffic) condition. At this point, regional improvements like realigning FM 1660 and widening it to a four lane divided section as identified in the Williamson County Long Range Transportation Plan should be explored to mitigate impacts due to regional growth.

FM 1660 and US 79

Improvements identified under Phase 1 Site plus Forecasted still apply for this intersection. It should be noted that even with the improvements identified under Phase 1, this intersection still fails. However, the delay is significantly reduced compared to the Phase 2 Forecasted (without site traffic) condition. At this point, regional improvements like realigning FM 1660 and widening it to a four lane divided section as identified in the Williamson County Long Range Transportation Plan should be explored to mitigate impacts due to regional growth.

8.1.4 Phase 3 – Year 2033 Forecasted and Site plus Forecasted

Phase 3 Forecasted condition analysis assumes year 2033 forecasted traffic volumes and existing roadway/intersection geometry.

Phase 3 Site plus Forecasted condition analysis assumes 2033 forecasted traffic volumes plus Phases 1, 2, and 3 site traffic; existing roadway geometry; and additional intersection improvements recommended as part of this traffic study to mitigate the impacts of site traffic. **Table 8** provides intersection delays and levels of service for all study intersections during the AM Peak and PM Peak hours.

Table 8: Phase 3- Year 2033 Intersection LOS and Delay

Intersection	Control	Intersection/ Critical Approach*	AM Peak				PM Peak			
			Forecasted (without site)		Site Plus Forecasted		Forecasted (without site)		Site Plus Forecasted	
			Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
FM 1660 and Chandler Road	TWSC	NB/SB	222.9	F	35.0	C	327.5	F	27.1	C
FM 1660 and CR 133	TWSC	NB	10.4	B	19.6	C	10.6	B	12.7	B
FM 1660 and Existing DWY A	TWSC	NB	10.9	B	27.0	D	12.3	B	20.1	C
FM 1660 and Proposed DWY C	TWSC	NB	-		16.9	C	-		12.4	B
FM 1660 and CR 100 (North)	TWSC	EB	11.3	B	17.3	C	12.4	B	16.2	C
FM 1660 and CR 100 (South)	TWSC	SB	10.3	B	12.3	B	14.4	B	18.0	C
FM 1660 and Proposed DWY B	Signalized**	WB	-		21.4	C	-		9.6	A
FM 1660 and Limmer Loop	Signalized	Intersection	497.3	F	179.3	F	393.2	F	163.3	F
FM 1660 and US 79	Signalized	Intersection	249.7	F	137.3	F	267.6	F	104.7	F

*Intersection delay is reported for signalized intersections and critical minor street approach delay is reported for two-way stop controlled intersections.

** Proposed as a recommended improvement.

Based on the results of the analysis, three (3) intersections are operating at unacceptable levels of service under the Phase 3 Forecasted conditions, as highlighted in **Table 8**. For the Site plus Forecasted analysis, improvements were identified for the failing intersections to mitigate the impacts of background growth and site traffic. Recommended improvements for these intersections include recommendations for the Phases 1 and 2 site development, as well as additional recommendations discussed below.

FM 1660 and Existing Driveway A

The intersection minor street approach is expected to operate at LOS D and C during the AM and PM peak hours, respectively, under Phase 3 Site plus Forecasted traffic conditions. To improve the safety and accessibility of the driveway operations, left turn deceleration lane thresholds were reviewed using TxDOT's *Roadway Design Manual*. The projected volumes at FM 1660 and Existing Driveway A are expected to exceed the minimum thresholds recommended for consideration of a westbound left turn lane at this location. Therefore, installation of a westbound left turn deceleration lane is recommended for this intersection during Phase 3 Site plus Forecasted conditions.

Design of left turn deceleration lanes should conform to the TxDOT guidelines for minimum storage and taper lengths. These improvements are expected to have a positive impact on both the safety and operation of this intersection.

It should be noted that even with the identified improvements, three main intersections along FM 1660 at Chandler Road, Limmer Loop, and US 79 begin to deteriorate and operate at an unacceptable LOS (D or worse) from Year 2028 (Phase 2 Development). While the proposed improvements mitigate the impacts of site traffic by reducing the delay to below forecasted (without site traffic) conditions, it is still not enough to offset the regional background growth. The intersections will continue to operate inefficiently until regional improvements to roadway network and capacity are considered. Regional improvements like realigning FM 1660 and widening it to a four lane divided section as identified in the Williamson County Long Range Transportation Plan will help mitigate adverse traffic impacts.

9 Summary of Recommendations

HDR has completed a traffic study for the proposed Hutto ISD school site planned to be developed in three phases. Intersection improvements recommended as part of the development of the school site for each of the three phases are summarized in **Table 9**.

Table 9: Summary of Improvements

Intersection/ Roadway	Improvements		
	Phase 1	Phase 2	Phase 3
FM 1660 and Chandler Road	-	- Add a northbound left turn deceleration lane - Add a southbound left turn deceleration lane - Install a traffic signal at the intersection with optimized signal timing and phasing upon satisfaction of signal warrants	-
FM 1660 and Existing DWY A	Extend the eastbound right turn deceleration lane (implemented under Phase 1 site development)	-	Install a westbound left turn deceleration lane.
FM 1660 and Proposed DWY B	- Install a southbound left turn deceleration lane (implemented under Phase 1 site development) - Install a northbound right turn deceleration lane (implemented under Phase 1 site development) - Construct DWY B with two outbound lanes and one inbound lane	Install a traffic signal at the intersection with optimized signal timing and phasing upon satisfaction of signal warrants	-
FM 1660 and Proposed DWY C	-	- Install a westbound left turn deceleration lane. - Install an eastbound right turn deceleration lane. - Construct DWY B with two out bound lanes and one inbound lane	-

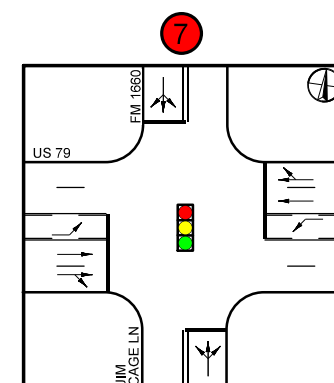
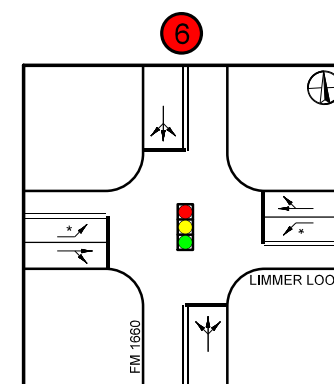
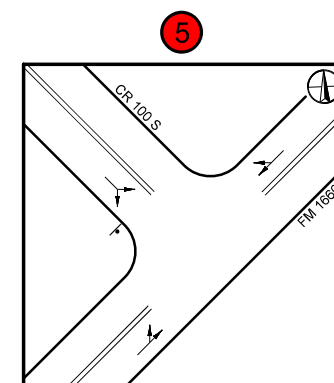
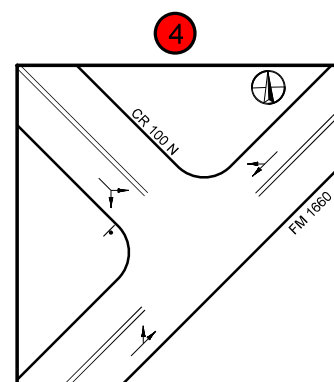
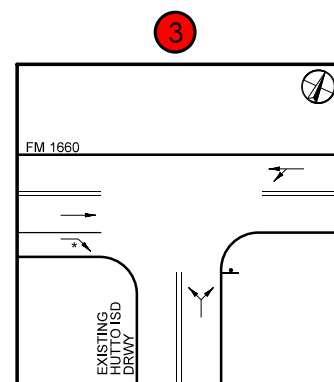
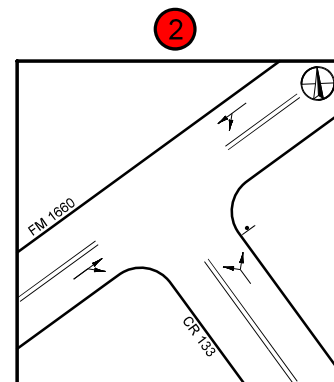
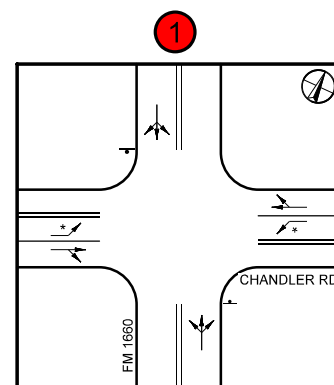
FM 1660 and Limmer Loop	• Add a southbound right turn deceleration lane • Add a southbound left turn deceleration lane • Add a northbound left turn deceleration lane • Modify signal phasing to provide permissive + protected phases for the northbound and southbound left turn movements • Optimize the cycle length and traffic signal timing	-	-
FM 1660 and US 79	• Add a southbound right turn deceleration lane • Add a southbound left turn deceleration lane • Add a northbound left turn deceleration lane • Modify signal phasing to provide permissive + protected phases for the northbound and southbound left turn movements • Optimize the cycle length and traffic signal timing • Coordinate signal timing and phasing with Union Pacific Railroad due to rail line on the south side of US 79	-	-

10 References

1. Texas Department of Transportation
2018 TxDOT Statewide Planning Map, Austin, Texas
2. Capital Area Metropolitan Planning Organization
2015 CAMPO 2040 Regional Transportation Plan
3. Williamson County
2009 Long-Range Transportation Plan (Amended 2016)
4. Institute of Transportation Engineers
2017 ITE Trip Generation Manual, 10th Edition, Washington, D.C.
5. City of Hutto
2018 Mobility Master Plan
6. Trafficware Ltd
2016 Synchro 9.2, Sugar Land, Texas
7. Transportation Research Board
2010 Highway Capacity Manual 2010, Washington, D.C.
8. Texas Department of Transportation
2018 Roadway Design Manual, Austin, Texas
9. Texas Department of Transportation
2011 Access Management Manual, Austin, Texas

Appendix A

Existing Intersection Lane Configurations



LEGEND

- # = INTERSECTION
- * = TURN BAY
- ← = LANE CONFIGURATION
- 🚦 = SIGNAL
- ⊥ = STOP SIGN



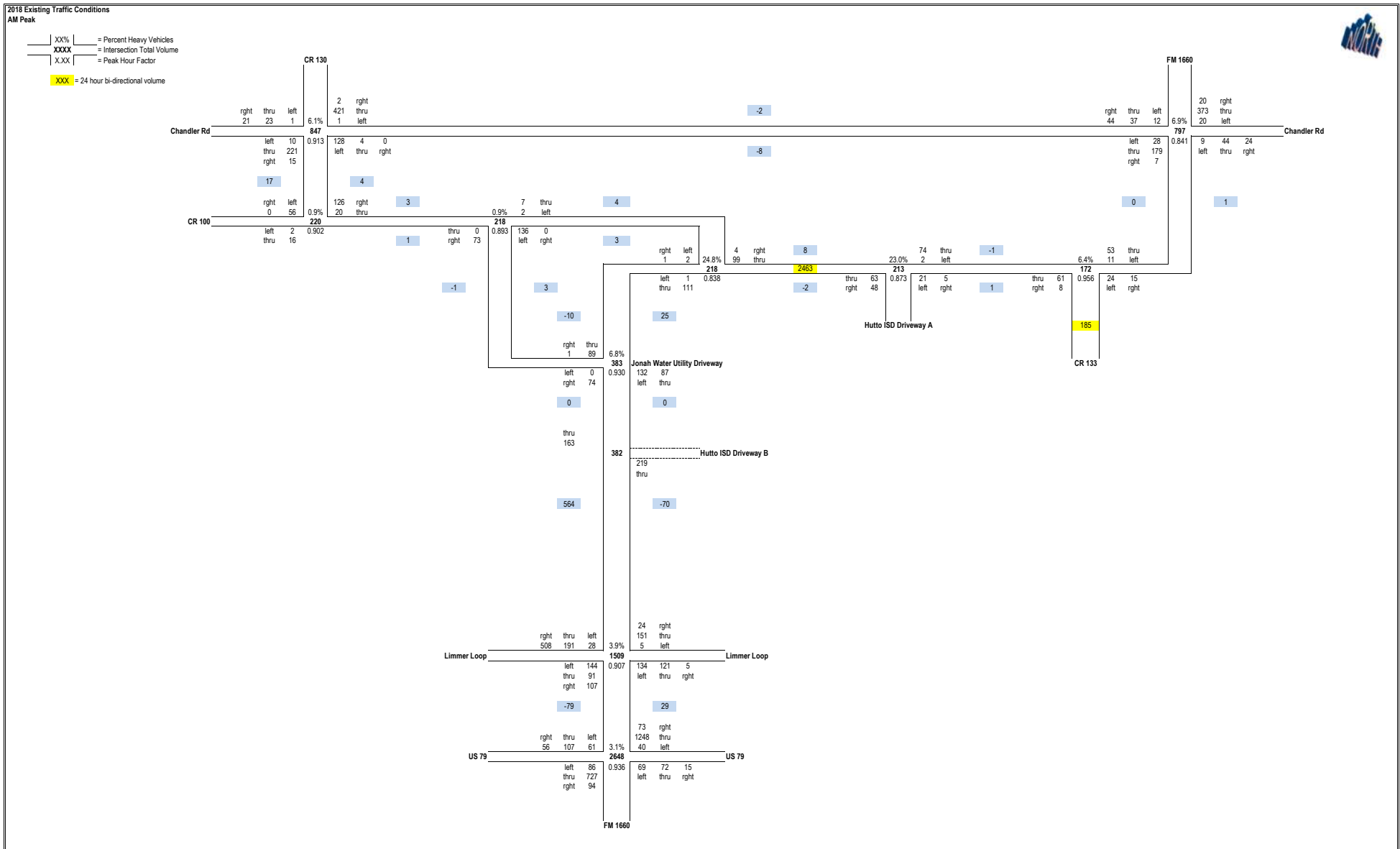
Background Map Copyrighted by Google, 2019

APPENDIX A
EXISTING INTERSECTION
GEOMETRY

Appendix B

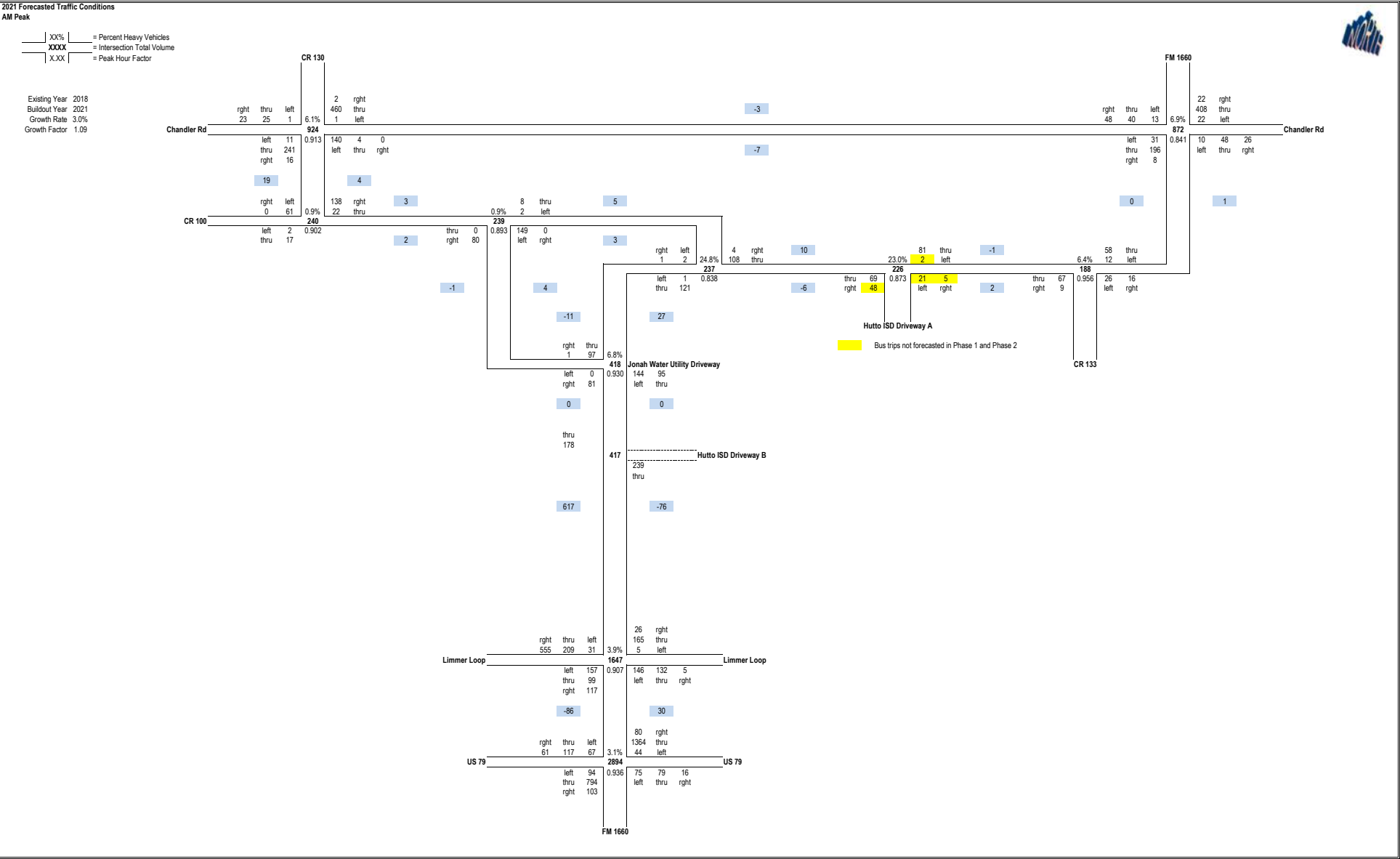
Existing, Forecasted without Site, Site, and Site plus Forecasted
AM Peak and PM Peak Hour Traffic Volumes

Hutto ISD TIA
DISTRIBUTION SPREADSHEET



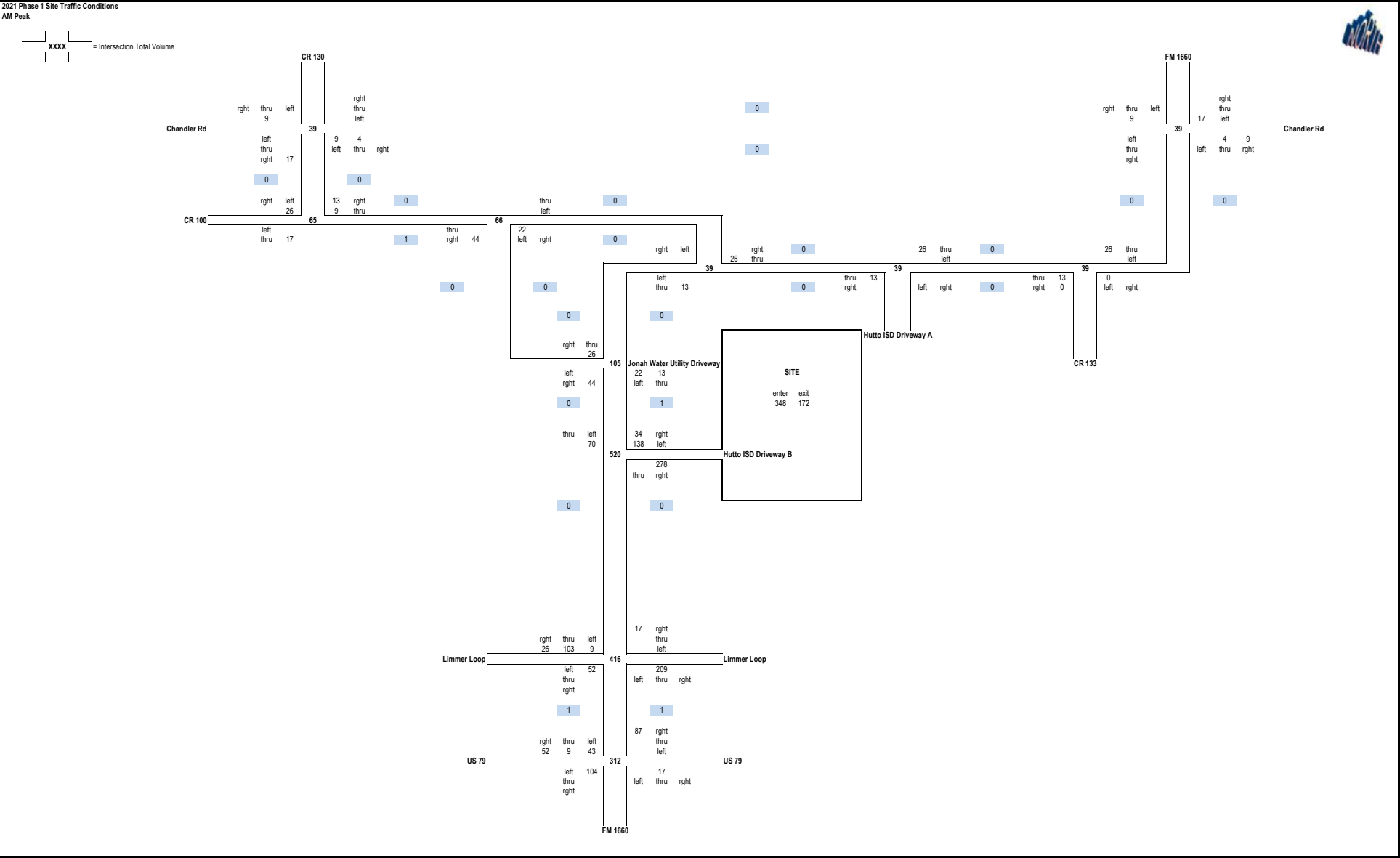


Hutto ISD TIA
DISTRIBUTION SPREADSHEET

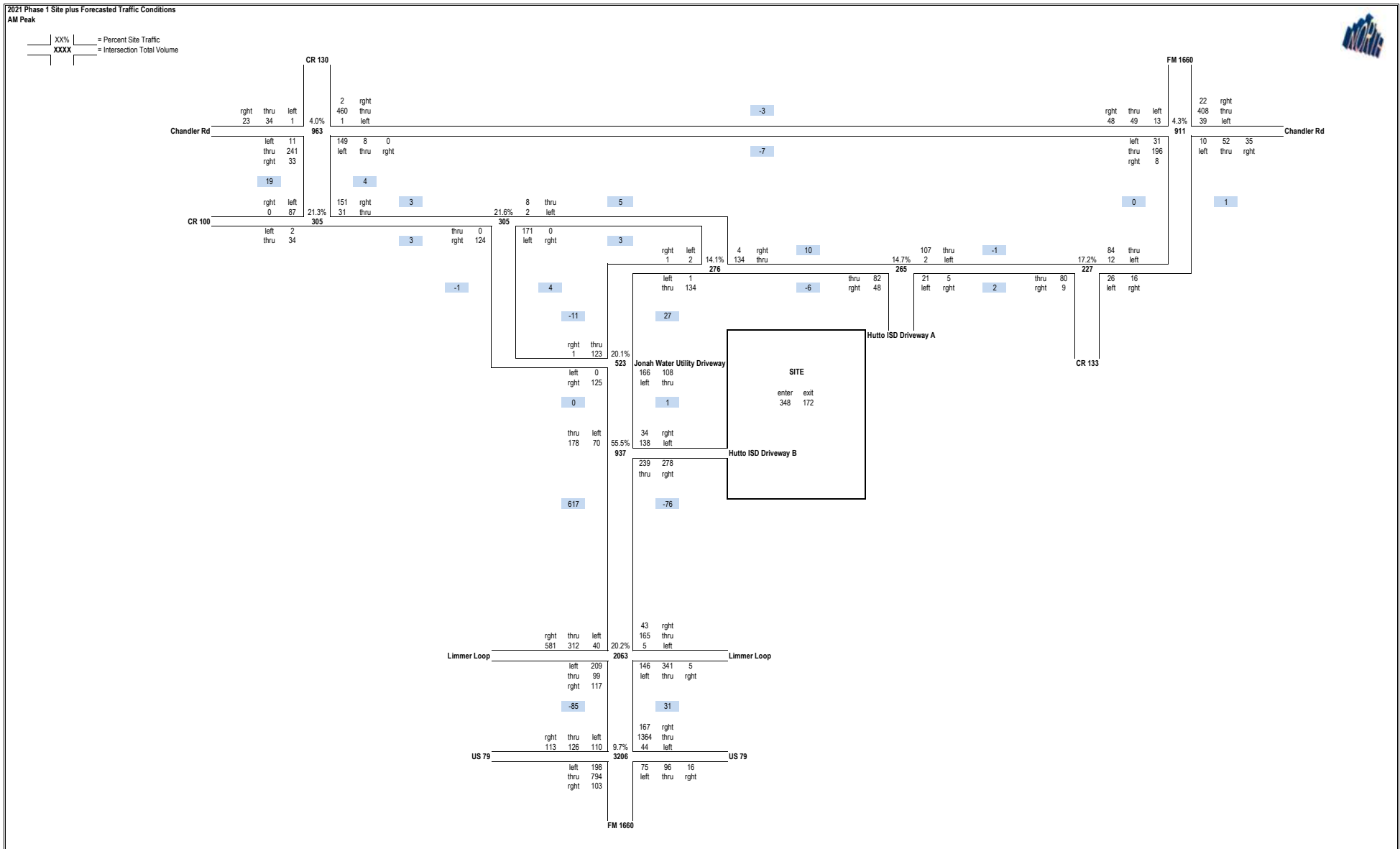


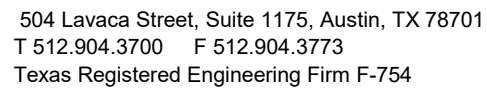


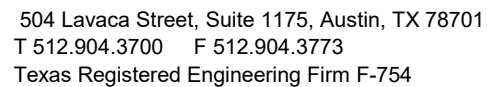
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DISTRIBUTION SPREADSHEET



Hutto ISD TIA
DISTRIBUTION SPREADSHEET

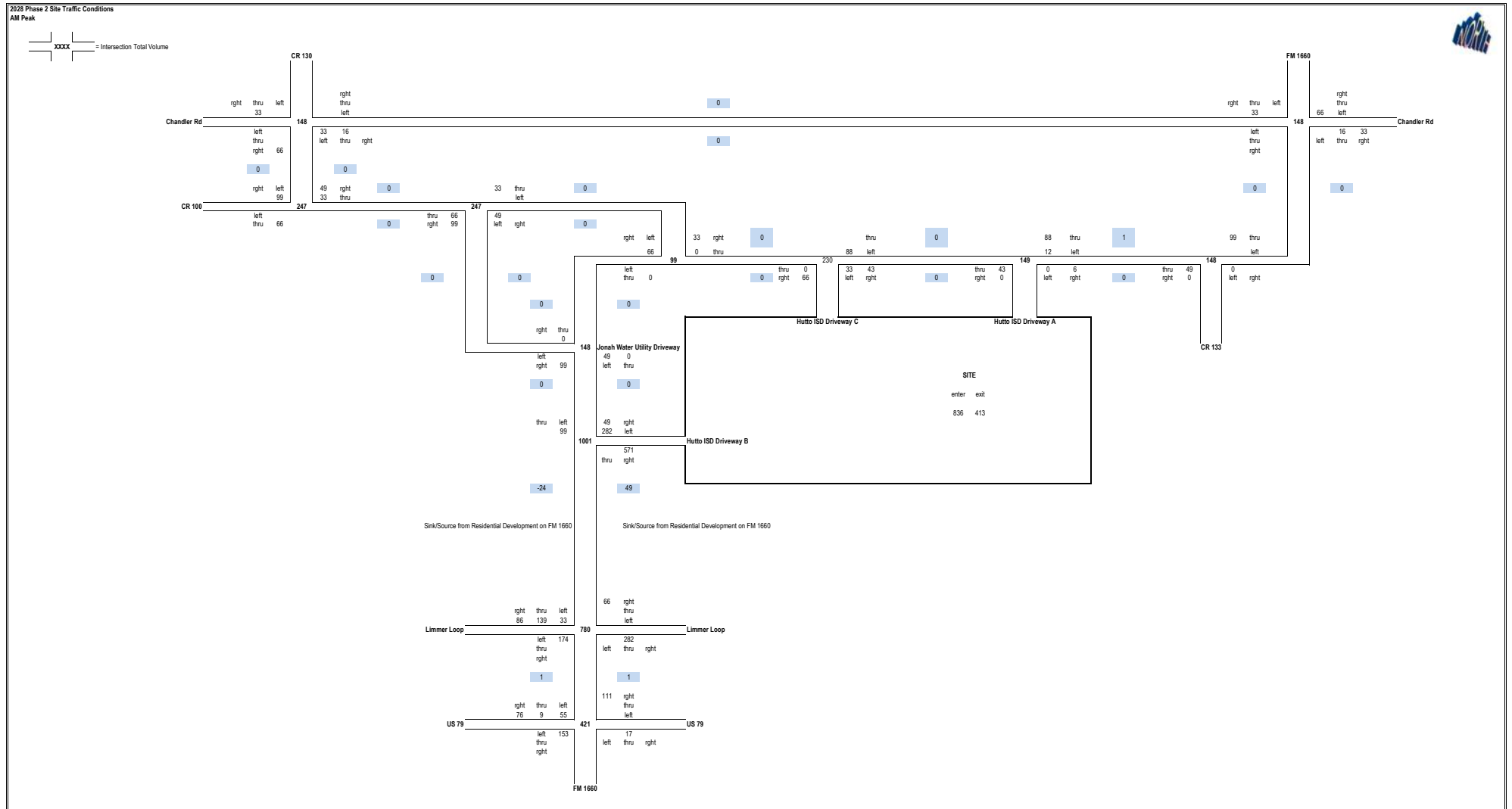






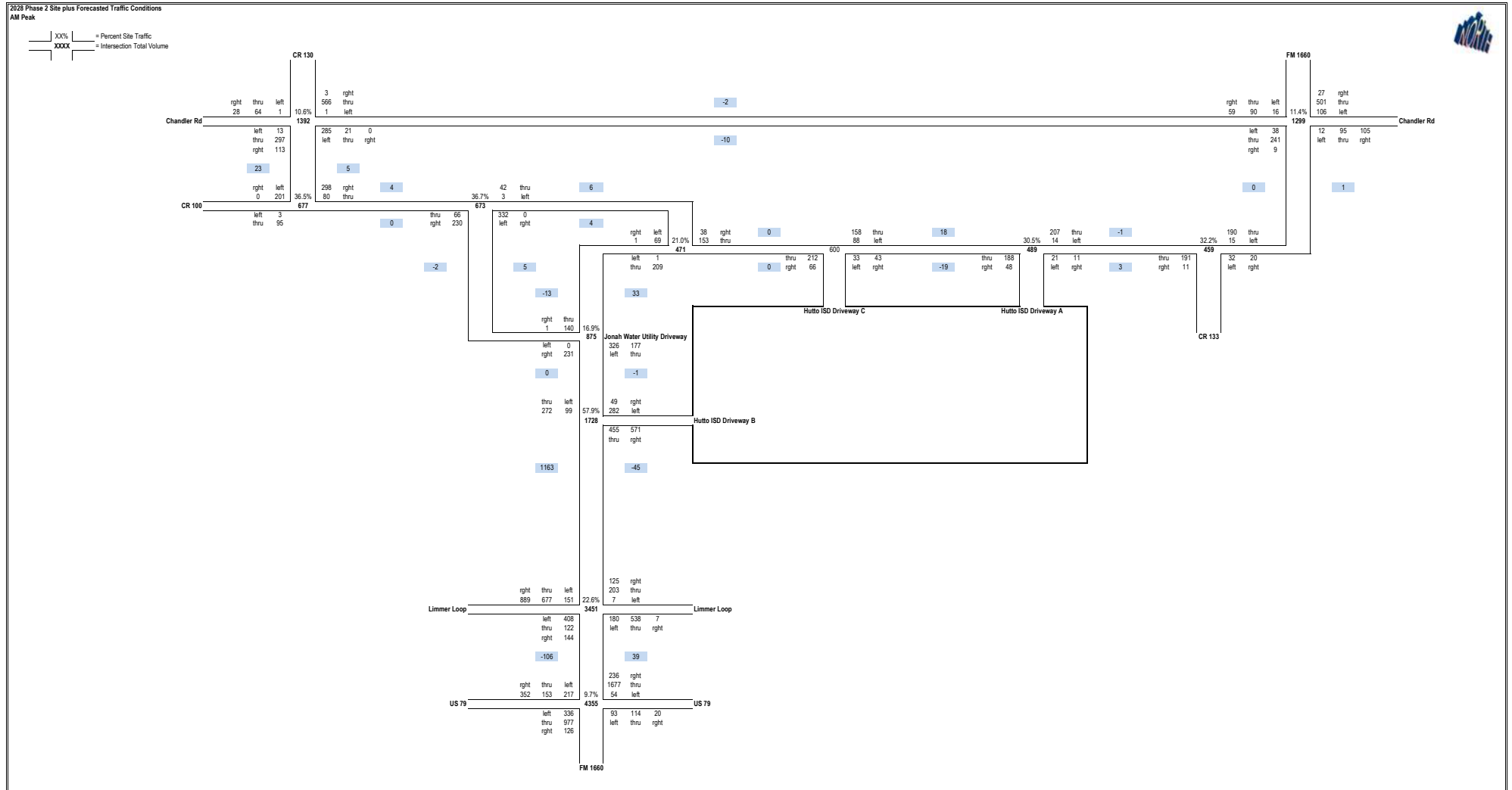


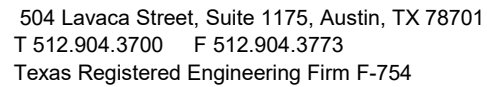
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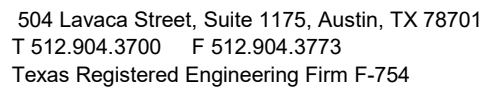


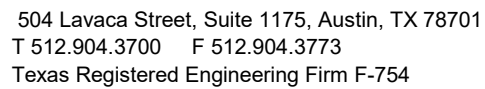


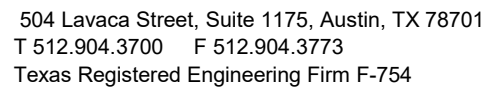
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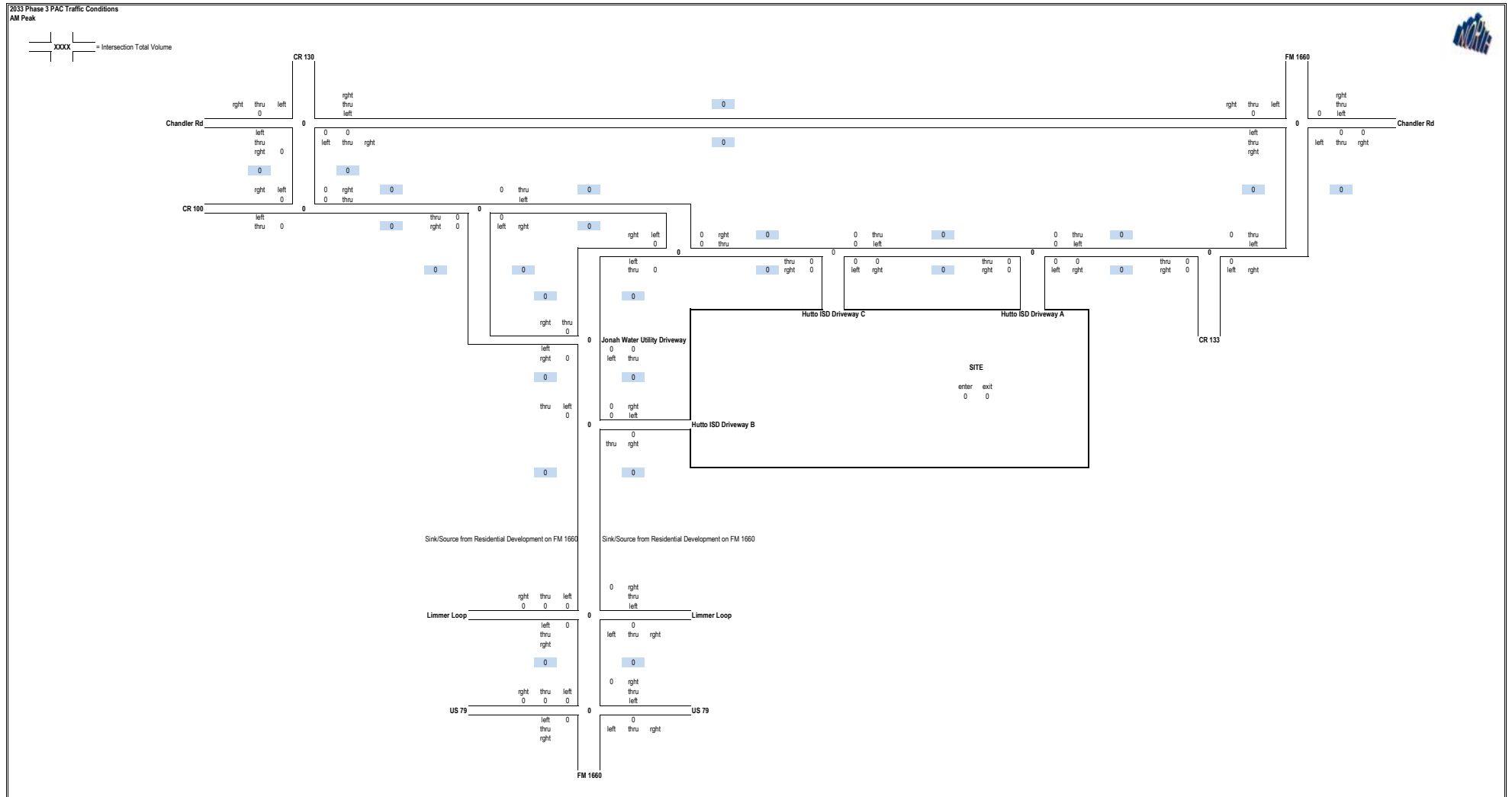






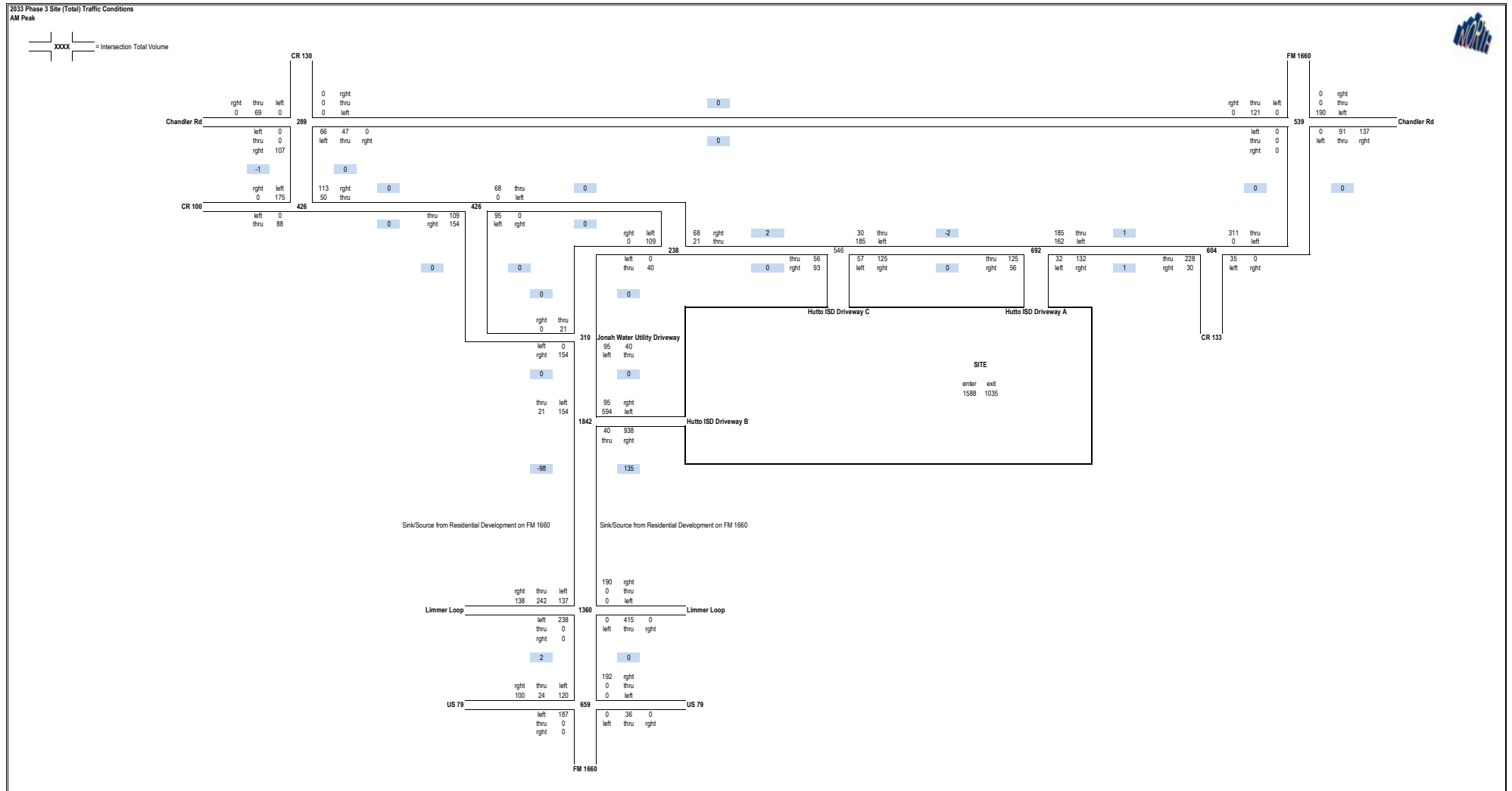


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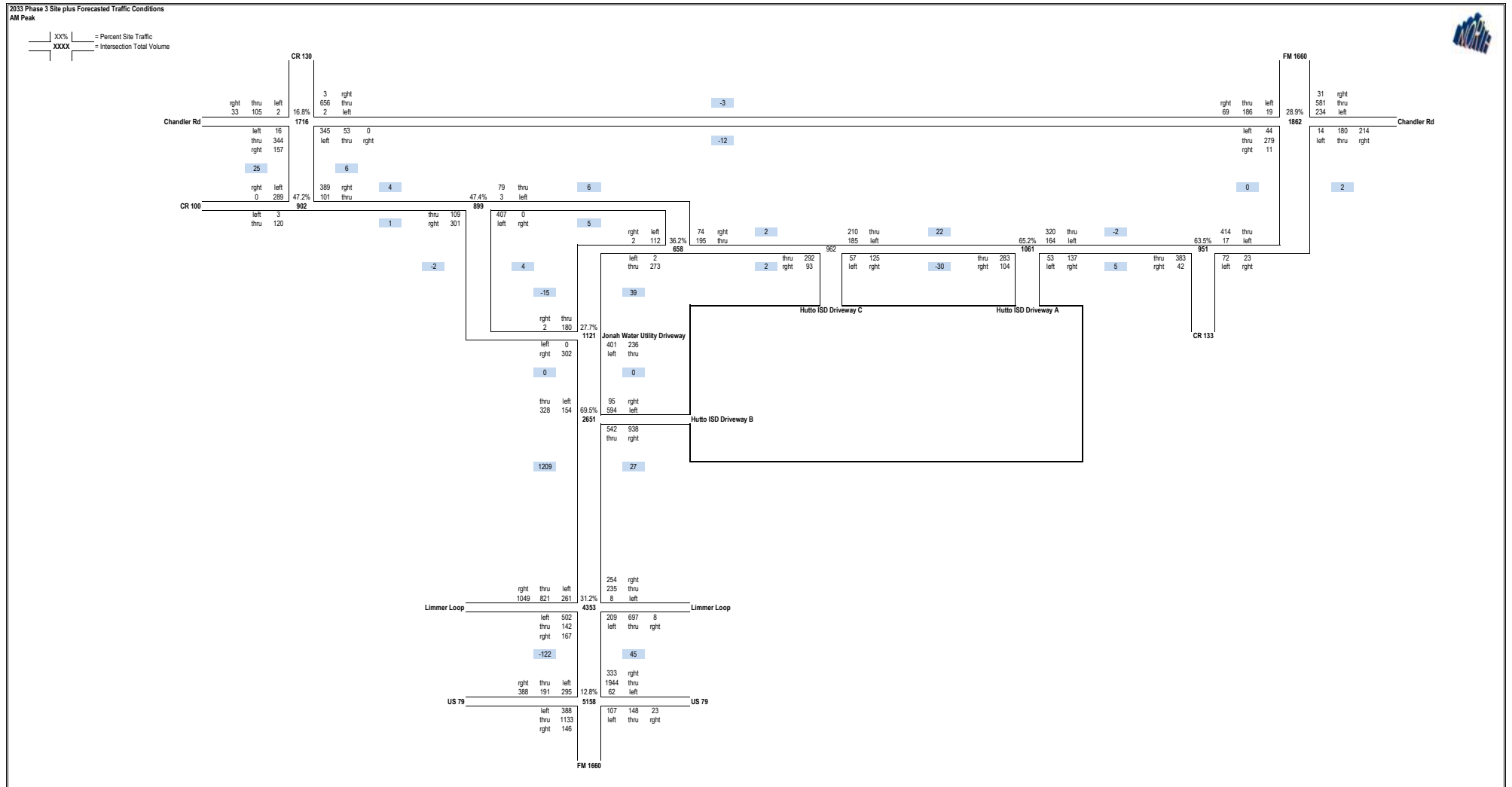


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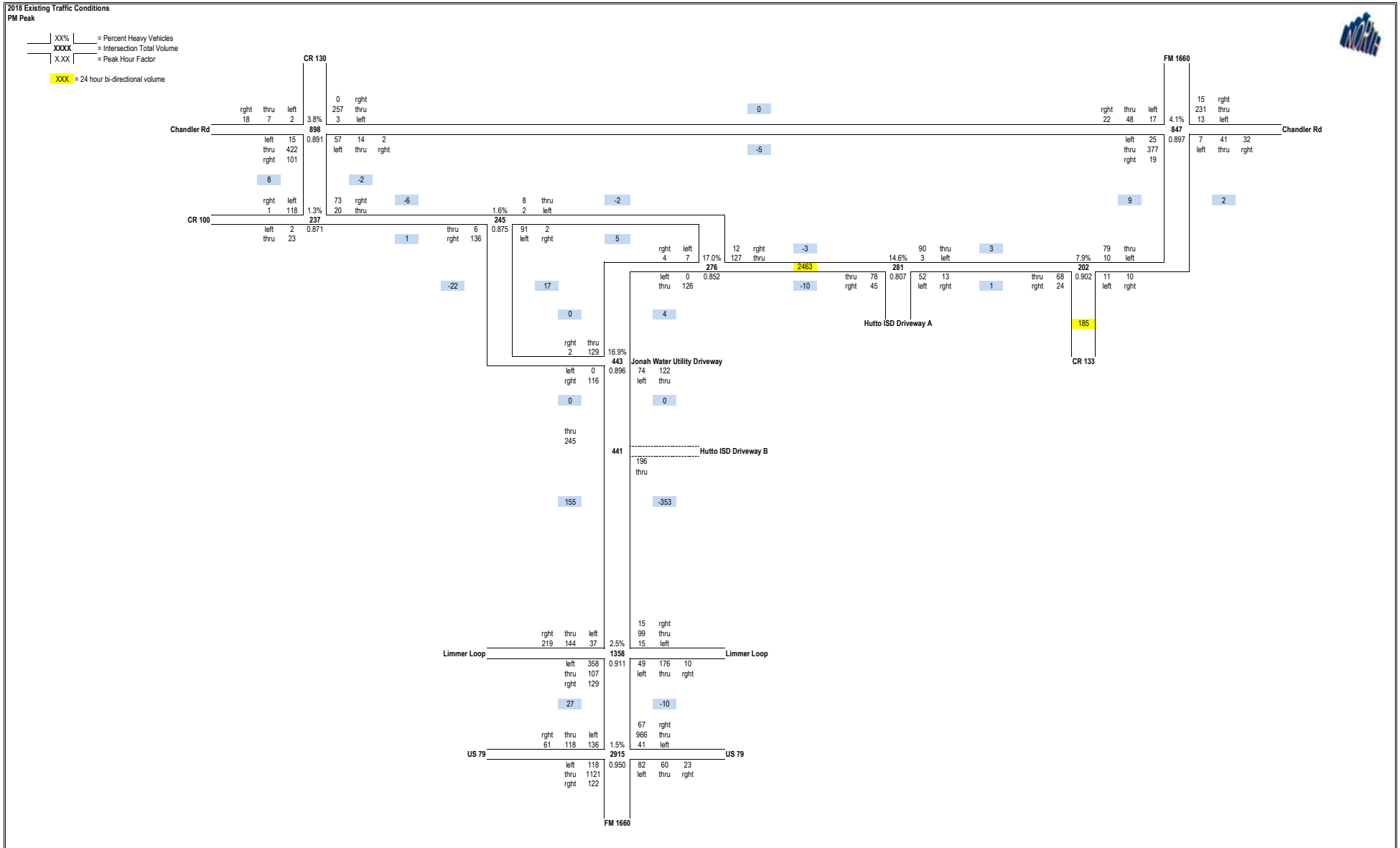


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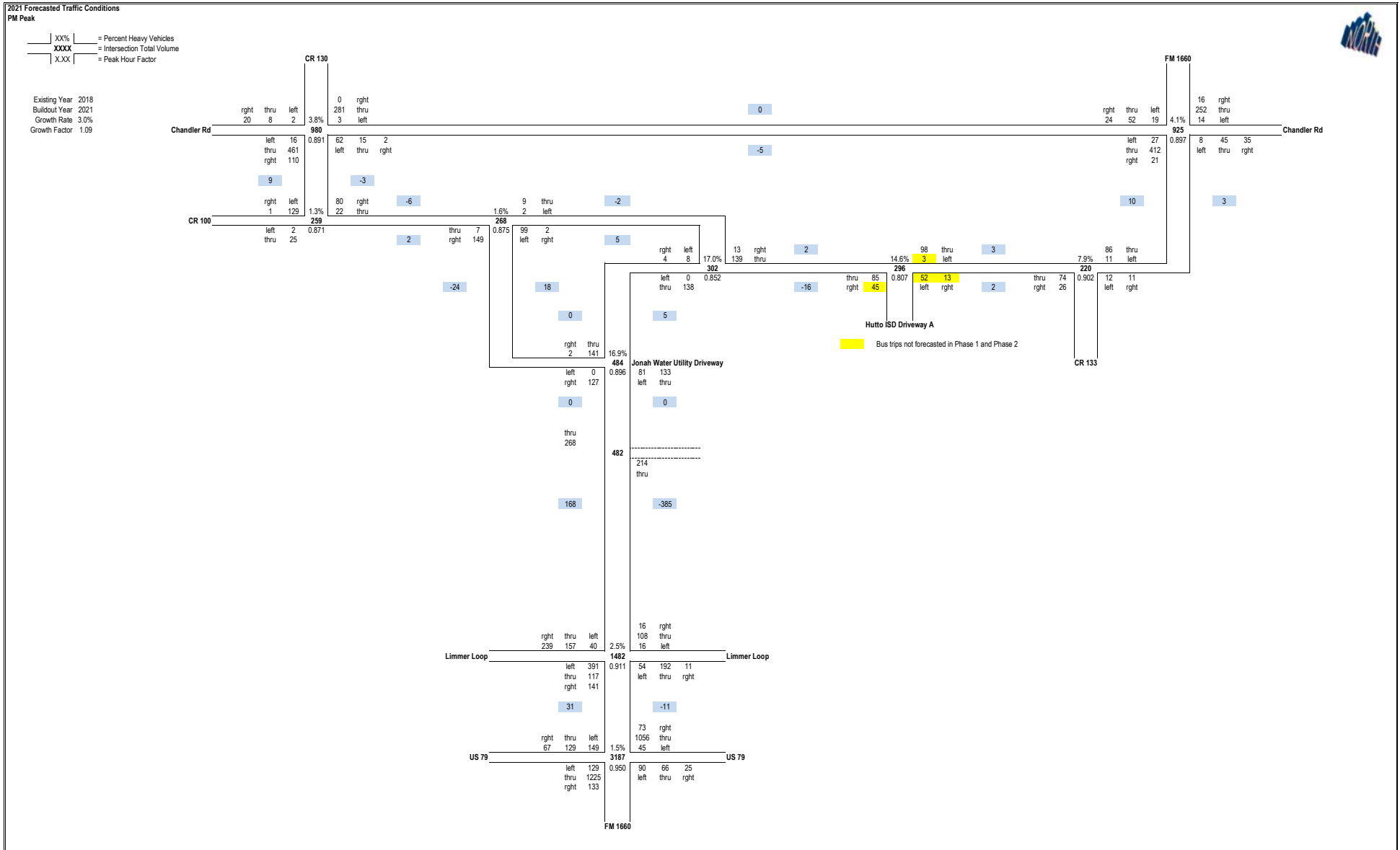


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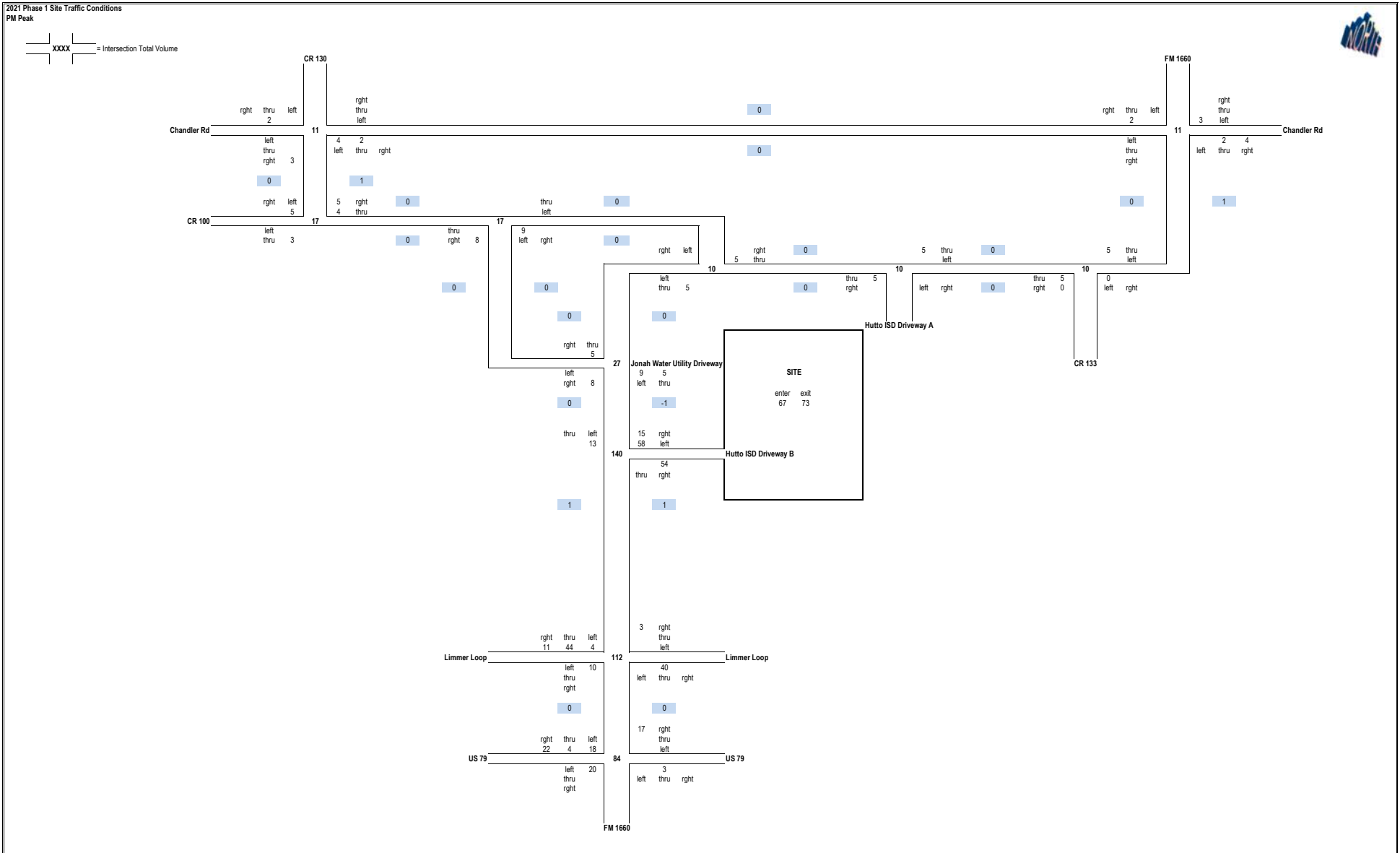


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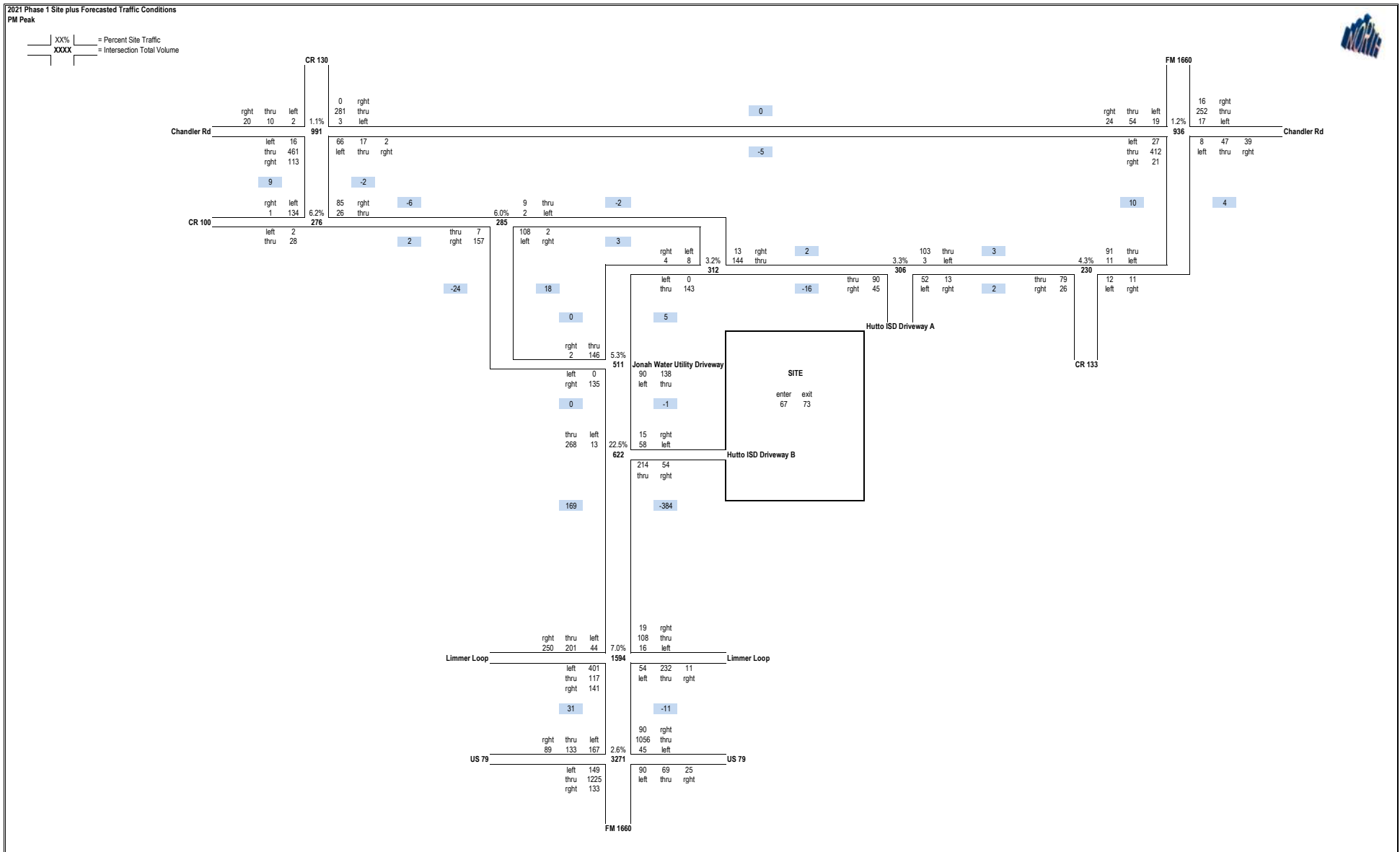


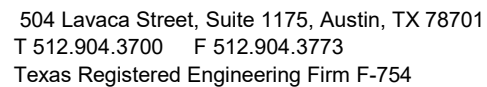
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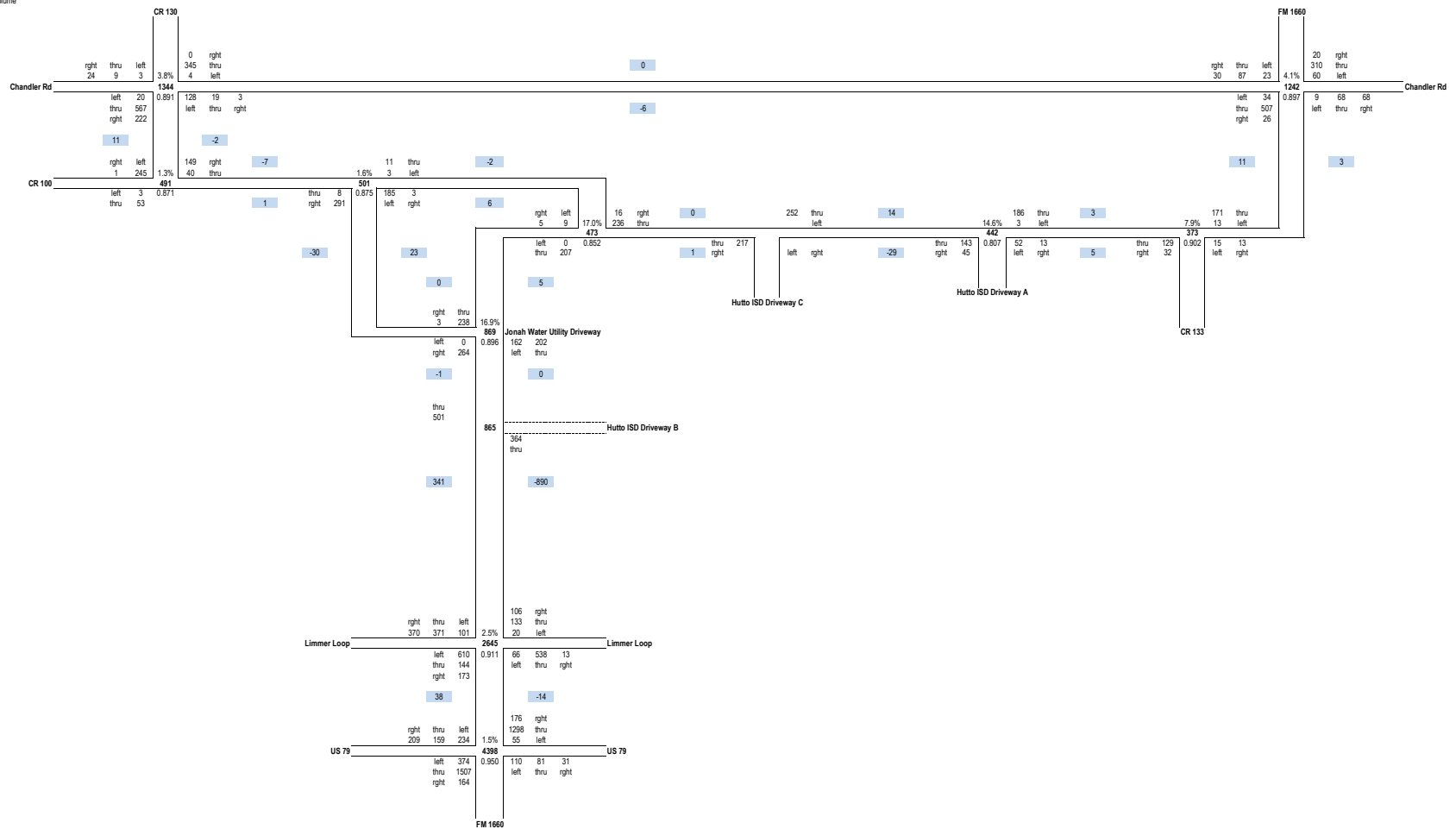






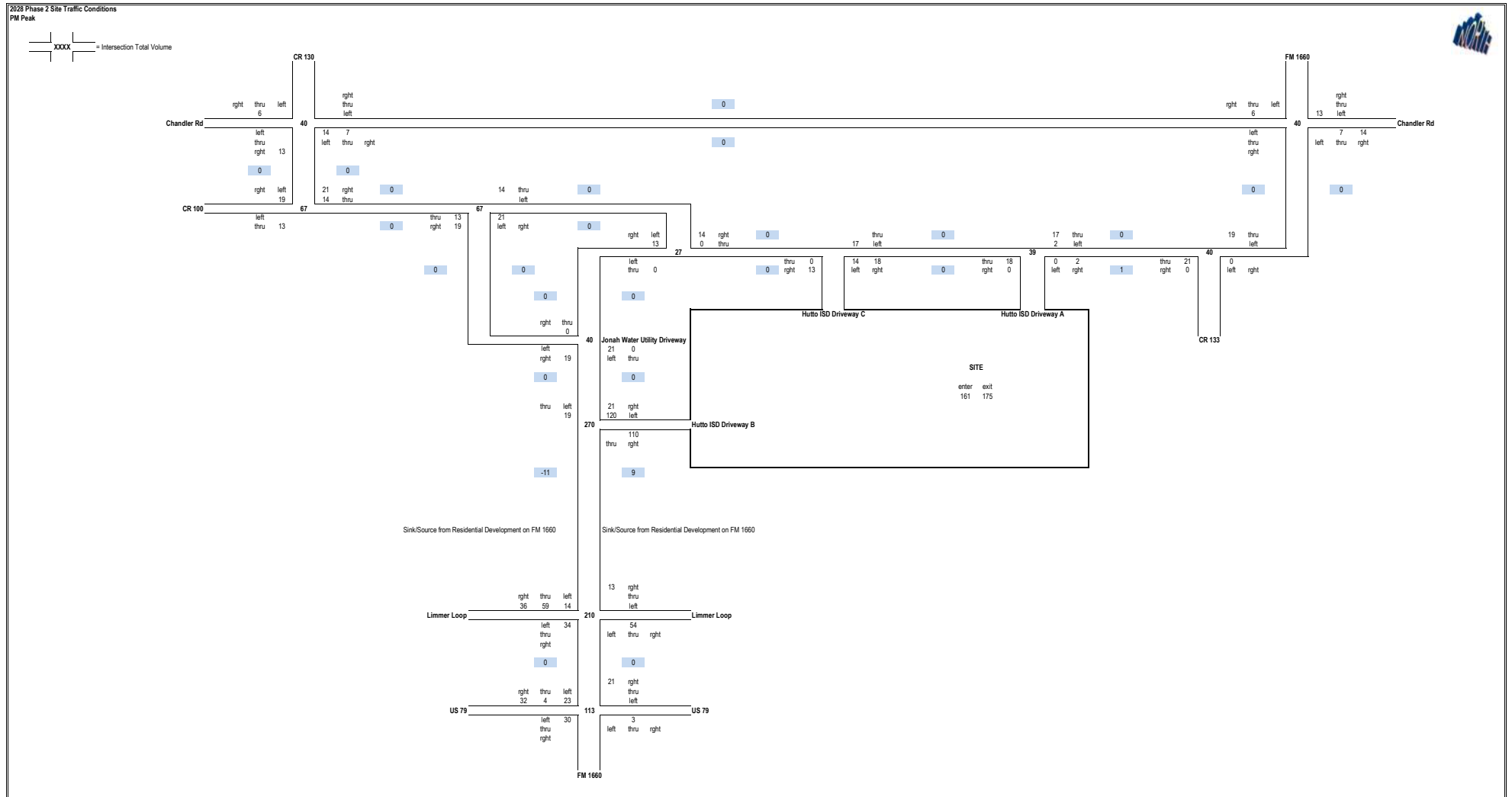
PM Peak

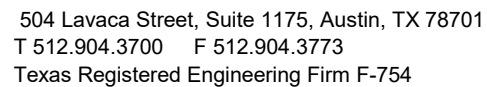
Existing Year	2018
Buildout Year	2028
Growth Rate	3.0%
Growth Factor	1.34

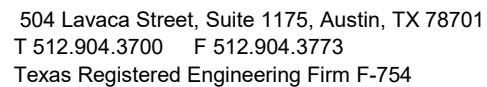




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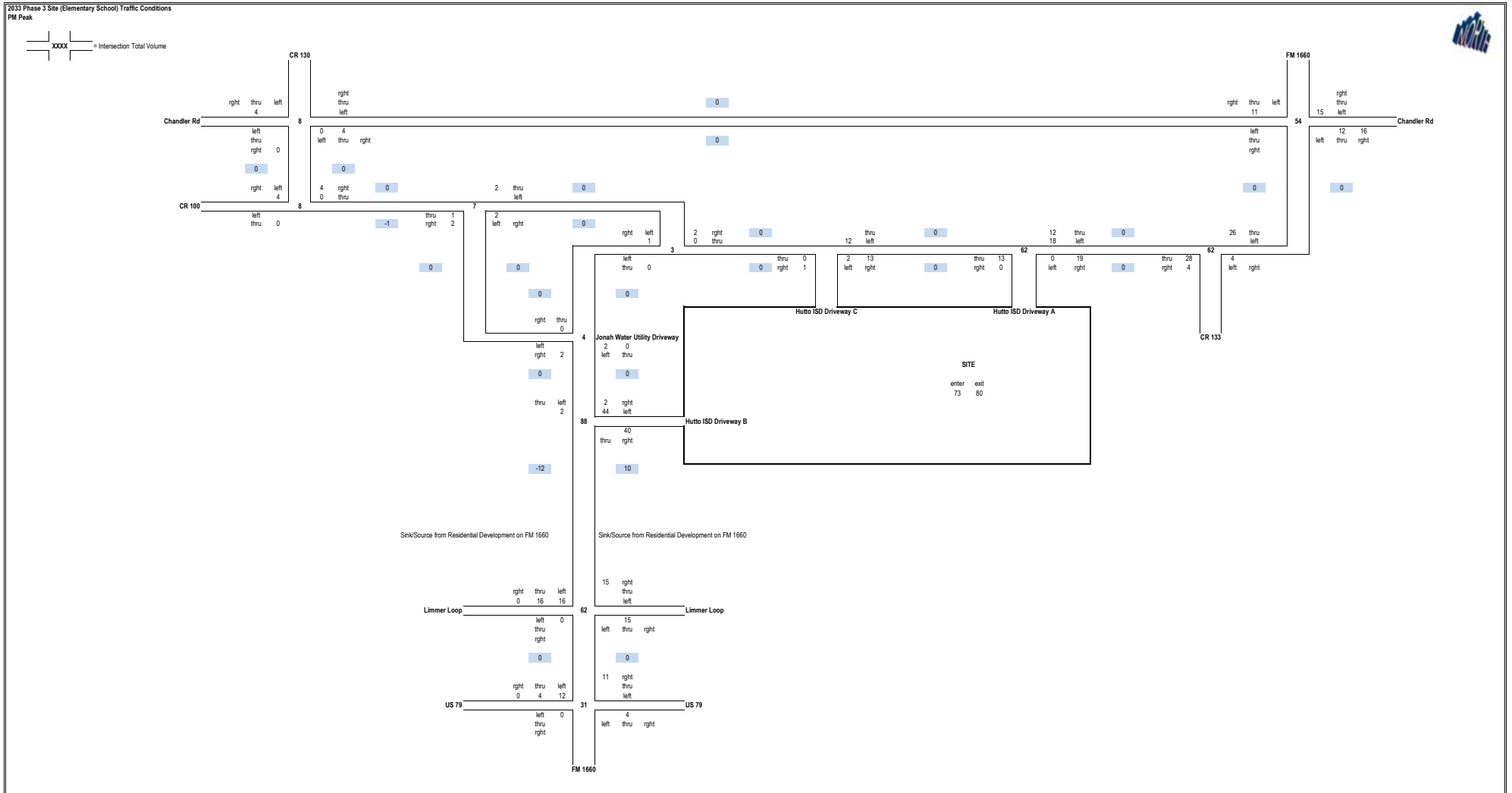






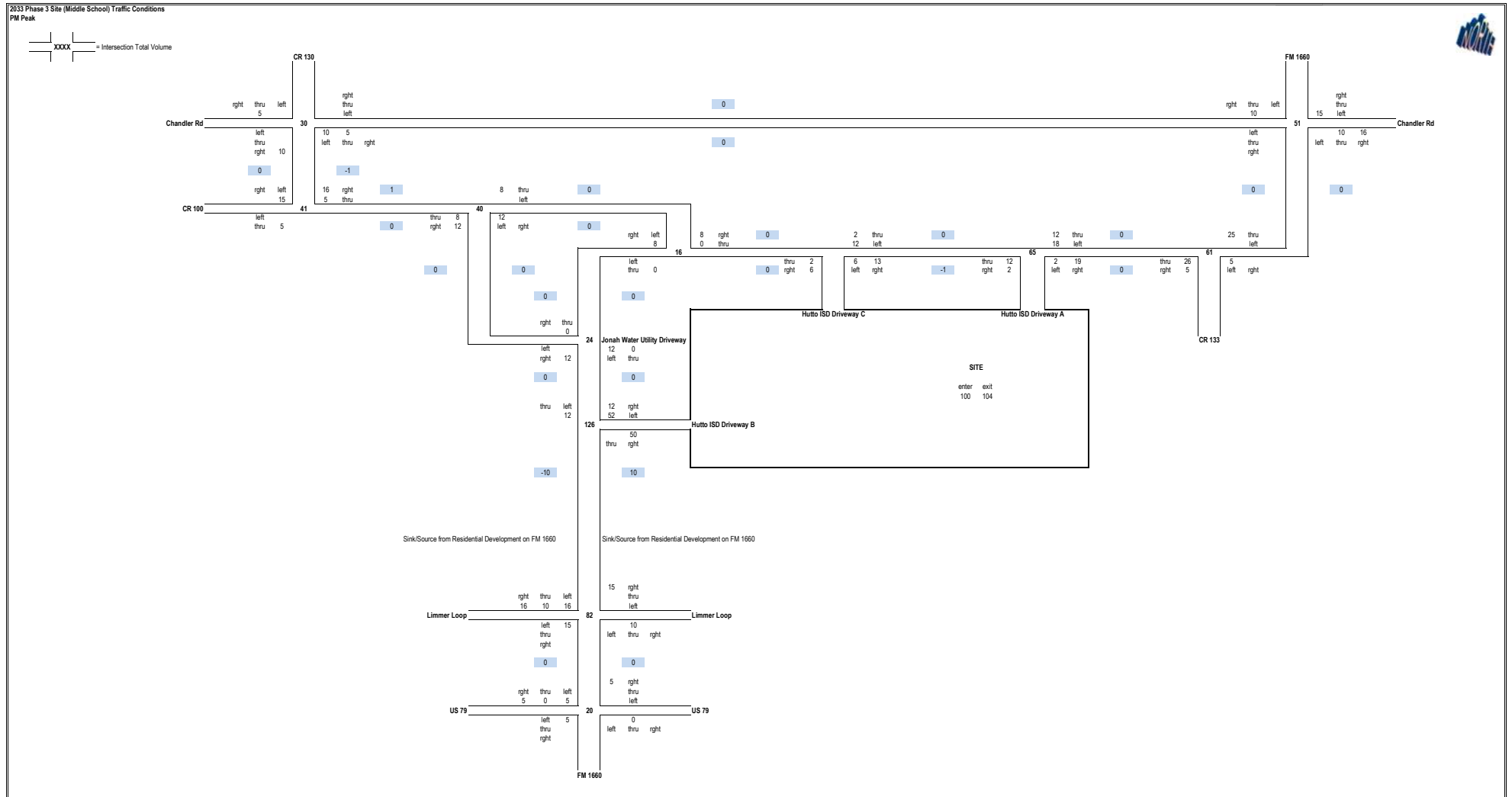


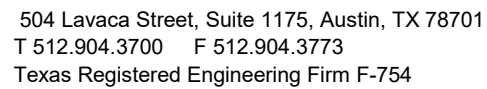
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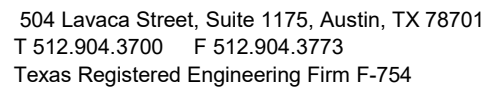


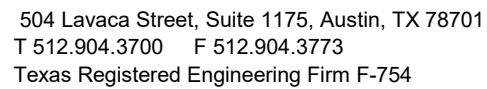


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