City of Hutto

Agenda

City Council Meeting

Thursday, May 21, 2026 at 7:00 PM

Council Chambers, City Hall – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **CITY COUNCIL INSTALLATION**
   - 5.1. Conduct Oath of Office for newly elected Councilmember Place 4, Corina I. Zepeda. (Judge Lucas Wilson)
6. **PUBLIC COMMENT**

   Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on May 21, 2026. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.
7. **BOARDS AND COMMISSIONS**
   - 7.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, and Area Government appointments.
   - 7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD).
   - 7.3. Consideration and possible action regarding establishing City Council sub-committees for Capital Improvement Projects and for Fire Safety. (City Council)
8. **PRESENTATIONS AND RELATED ACTION**
   - 8.1. Presentation and possible action from Endeavor Real Estate Group regarding the proposed Project Sprouts development, including discussion and direction to staff on traffic impacts and potential mitigation measures related to the site's proximity to State Highway 130. (Endeavor)
9. **CONSENT AGENDA ITEMS**
   - 9.1. Consideration and possible action on Resolution No. R-2026-116 approving supplemental No. 1 in the amount of $201,872.34 with Johnson, Mirmiran & Thompson, Inc. (JMT) related to the professional engineering services for the Limmer Loop Schematic and plans, specifications and estimates (PS&E)(T47-2025). (Patricia Davis)
   - 9.2. Consideration and possible action on Resolution No. R-2026-117 authorizing the City Manager to execute a professional services agreement between the City of Hutto and Lochner in the amount of $42,500 for organizational consultant services. (Kate Moriarty)

9.3. Consideration and possible action on Resolution No. R-2026-118 approving the professional services agreement in the amount of $31,870 with Scheibe Consulting, LLC related to the professional surveying services for the Justice Center / Police Station (F02-2024). (Patricia Davis)

9.4. Consideration and possible action on Resolution No. R-2026-119 approving the professional services agreement in the amount of $29,985 with Arias and Associates, Inc related to the geotechnical engineering services for the Justice Center / Police Station (F02-2024). (Patricia Davis)

9.5 Consideration and possible action on Resolution No. R-2026-120 approving Supplemental Agreement No. 3 to the Professional Services Agreement for Landscape Architecture Services between the City of Hutto and Studio 1619, in the amount of $19,840, for work related to the Emory Farms Archway project (T11-2023). (Kate Moriarty)

9.6. Consideration and possible action on Resolution No. R-2026-121 authorizing the City Manager to execute change order #5 with STR Constructors for no additional cost and 7 additional rain days for improvements to the Fritz Park Phase II project (CIP P02-2023). (Patricia Davis)

9.7. Consideration and possible action on Ordinance No. O-2026-020 approving a two-year extension of contract for solid waste and recycling collection services in the City of Hutto, Texas with Al Clawson Disposal, Inc. (Matt Wojnowski)

9.8. Consideration and possible action on Resolution No. R-2026-122 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Barbara Jane Graves. (Sara Cervantes)

9.9. Consideration and possible action on Resolution No. R-2026-123 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Jim R. Walker and Darlena Walker. (Sara Cervantes)

9.10. Consideration and possible action on Resolution No. R-2026-124 providing for adoption of a written policy authorizing the City to accept applications for primary depository services from eligible financial institutions not doing business within the City limits. (Alberta Barrett)

9.11. Consideration and possible action on modifications to the City of Hutto Strategic Plan. (David Amsler)

9.12. Consideration and possible action on Ordinance No. O-2026-021 amending the budget for FY 2026 for expenditures of the City of Hutto's General Fund and Economic Development Corporation. (Alberta Barrett)

9.13. Consideration and possible action on acceptance of the April 2026 financial report (Alberta Barrett)

9.14. Consideration and possible action on approving the following City Council meeting minutes: May 7, 2026 Work Session, May 7, 2026 City Council Meeting and May 13, 2026 Special Meeting. (Laura Hallmark)

10. ORDINANCES

10.1. Consideration and possible action on Ordinance No. O-2026-022 repealing and replacing Chapter 24, Article 24.06, of the Code of Ordinances to update the City's Industrial Waste discharged into the sanitary sewer system and publicly owned treatment works. (Rick Coronado)

11. RESOLUTIONS

11.1. Consideration and possible action on Resolution No. R-2026-125 approving industrial waste enforcement response guide and response plan for the City of Hutto for administering compliance with Ordinance Article 24.06 "Industrial Waste" discharged into the sewer system and publicly owned treatment works. (Rick Coronado)

12. EXECUTIVE SESSION

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

12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Hutto Parks Association; and b) EDC Infrastructure Improvement Program.

12.2. Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate) to deliberate and seek legal advice regarding the acquisition of real property interests located along East Front Street as part of the CR 199 Reconstruction project (CIP T19-2024), including by use of eminent domain, if necessary, Parcel 2.

12.3. Pursuant to Texas Government Code Section 551.074, Personnel Matters, hear a complaint or charge against a public officer, Chair of the Planning and Zoning Commission, and deliberate the appointment , employment, evaluation, reassignment, duties, discipline, or dismissal of the public officer

12.4. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to: (a) Project Core; (b) Project Cottonwood; (c) Project Lake; (d) Project Robot View; (e) Project Blue Hub, (f) Project Heartbeat; (g) Project Air; (h) Project Orchard; (i) Project Shrine; (j) Project Cold Plate; and (l) Project Dynamite.

13. ACTION RELATIVE TO EXECUTIVE SESSION

13.1. Consideration and possible action related to Executive Session agenda items, listed above.

13.2. Consideration and possible action on Resolution No. R-2026-111 authorizing the acquisition of real property interests as part of the CR 199 Reconstruction project (CIP T19-2024), Parcel 2.

14. 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.

14.1. General Comments from City Council

14.2. Future Agenda Items

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the May 21, 2026 Hutto City Council meeting was posted in accordance with the Texas Open Meetings Act on the City of Hutto website (huttotx.gov) and the City Hall bulletin board (500 W. Live Oak Street) on May 15, 2026 before 5:30 P.M.

Laura Hallmark

Laura Hallmark

The City of Hutto is committed to complying with the Americans with Disabilities 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 CitySecretary@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT
8.1.

To:	City Council
Subject:	Presentation and possible action from Endeavor Real Estate Group regarding the proposed Project Sprouts development, including discussion and direction to staff on traffic impacts and potential mitigation measures related to the site's proximity to State Highway 130. (Endeavor)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	Patricia Davis

ITEM SUMMARY:

The City has been engaged in ongoing coordination with the Hutto Retail / Endeavor development team and their traffic consultant regarding the proposed development impacts along the Innovation Blvd / US 79 / SH 130 corridor and the associated Traffic Impact Analysis (TIA) mitigation requirements. Multiple meetings, technical reviews, and operational discussions have occurred between City staff, the developer, and the consultant team to evaluate proposed mitigation measures, roadway operations, and access configurations within the corridor.

City staff have expressed concerns that the mitigation measures currently proposed do not sufficiently address the existing and projected deficiencies along Innovation Blvd, particularly near the constrained intersections influenced by the SH 130 / US 79 interchange. Staff's assessment is that the corridor is already experiencing operational stress conditions, and the anticipated development traffic is expected to further impact queueing, circulation, and overall traffic performance.

As part of the review process, the City worked collaboratively with the developer and consultant team to evaluate multiple operational concepts and mitigation alternatives intended to improve corridor functionality. Discussions included, but were not limited to:

- Alternative access configurations, including potential construction of a roundabout;
- One-way versus two-way operational scenarios on Innovation Blvd;
- Turn lane modifications;
- Striping adjustments;
- Addition of new signalized movements;
- Signal timing optimization;
- Corridor traffic redistribution analysis; and
- Potential long-term intersection and operational improvements.

A significant focus of the discussions involved the operational configuration of Innovation Blvd near US 79, specifically evaluating one-way versus two-way traffic operations. The City's position throughout the review has been centered on preserving the functionality of the major arterial roadway system and minimizing operational impacts in proximity to the SH 130 / US 79 interchange.

One operational scenario analyzed by Kimley-Horn involved converting Innovation Blvd to a northbound-only operation near US 79. According to the consultant's analysis, traffic utilizing southbound Innovation Blvd would redistribute primarily to Alliance Blvd and Ed Schmidt Blvd, resulting in increased delay at those locations.

The City acknowledged that under a two-way Innovation Blvd configuration, operational delay appears to shift westward within the corridor, while under the northbound-only configuration, portions of the delay shift eastward into the City roadway network. Staff's position is that roadway operations along the major arterial system would generally improve as traffic movements are directed farther away from the constrained SH 130 / US 79 interchange area.

Additionally, staff discussed potential operational improvements that could mitigate impacts associated with the northbound-only scenario. One concept evaluated included the addition of dual southbound right-turn lanes at the Ed Schmidt Blvd signalized intersection, combined with signal timing modifications. Because a traffic signal is already present at that location, staff's position was that these improvements could help alleviate queueing and operational impacts associated with redistributed traffic. Kimley-Horn also acknowledged that such improvements could assist in reducing queue lengths and delays at Ed Schmidt Blvd.

At this time, discussions between the parties have not resulted in a mutually agreeable strategy that appropriately addresses staff concerns. Based on the technical evaluations completed to date, staff's position is that the currently proposed mitigation measures would provide limited operational benefit and would not sufficiently resolve the existing and future traffic impacts associated with the proposed development.

Staff is seeking direction and discussion through City Council regarding acceptable mitigation expectations, corridor operations, and long-term transportation improvement strategies within the Innovation Blvd / US 79 / SH 130 area.

FISCAL NOTES:

There is no fiscal impact for this discussion item.

ATTACHMENTS:

None

AGENDA ITEM REPORT
8.1.

AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-116 approving supplemental No. 1 in the amount of $201,872.34 with Johnson, Mirmiran & Thompson, Inc. (JMT) related to the professional engineering services for the Limmer Loop Schematic and plans, specifications and estimates (PS&E)(T47-2025). (Patricia Davis)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	Patricia Davis

ITEM SUMMARY:

Background

JMT was selected from the City's Transportation and Drainage Engineering Rotation List to serve as the transportation engineer for the Limmer Loop Improvement Project from Innovation Boulevard to Ed Schmidt Boulevard. City Council approved a Master Services Agreement with JMT on November 7, 2024.

The project proposes widening Limmer Loop (County Road 164) from the existing 2-lane section to a 6-lane Major Arterial typical section between Innovation Blvd (CR 108) and Ed Schmidt Blvd (CR 119). The project limits extend approximately 900 linear feet west of Innovation Blvd to Ed Schmidt Blvd, for a total length of about 4,600 linear feet (0.87 miles). The project includes development of an ultimate schematic that will establish the right-of-way (ROW) footprint and support necessary utility relocations.

The original scope includes delivery of 30%, 75%, and 100% design plans; bid phase services; and construction phase services. Tasks include topographic and ROW surveys, Subsurface Utility Engineering (SUE), geotechnical investigations, environmental documentation, preliminary design and schematics, public involvement exhibits, plans/specifications/estimates (PS&E), and support during bidding and construction.

Supplemental Request No. 1

Additional services are required due to newly identified project needs:

• Acquisition of 10 additional easements necessary to tie into and reconstruct adjacent streets, sidewalks, and drainage infrastructure.

• Reconstruction of the Heritage Mills culverts due to developer-constructed headwalls and culverts placed within the dedicated ROW and the developer's refusal to reconstruct them.

• Additional survey work now required following completion of Heritage Mills Section 1. The area between the existing CR 163 pavement edge and the dedicated ROW was under construction during the original survey.

• Design modifications needed due to TxDOT's relinquishment of former FM 1660 ROW to a developer, without plans for additional ROW dedication. The City has directed JMT to adjust the CR 163 design to fit within the available ROW.

• Detention design, which was excluded from the original scope but is now required based on current project conditions.

The supplemental request includes traffic data collection, a corridor study, evaluation of typical section alternatives, ICE analysis, presentations, and report preparation. The additional services total $201,872.34 and extend the contract by 70 days.

FISCAL NOTES:

Potential funding for this project is as follows:

Series 2022 GO 12)
Account Number: 12-040-060-6642
Account Name: T47 Limmer Loop Widening
Budgeted Amount: $1,350,218 (original contract)
Available Budget: $0

Available Fund Balance: $402,838
Amount Requested: $201,872 (supplemental #1)
Remaining Fund Balance: $200,966

ATTACHMENTS:

1. T-47_Limmer Loop_Innov to Ed Schm_Map
2. 20260508 Hutto RES Limmer Loop Suppl #1_JMT
3. PSA - Hutto - CIP T47-2025 (SWA1)
4. Scope of Work - Hutto - CIP T47-2025 (SWA1)
5. Fee - Hutto - CIP T47-2025 (SWA1)
6. Schedule - Hutto - CIP T47-2025 (SWA1)
7. City of Hutto_Form 1295 Certificate_JMT_Redacted

T47-2028 Limmer Loop from Innovation to Ed Schmidt



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A SUPPLEMENTAL NO. 1 CHANGE ORDER TO THE CONTRACT BETWEEN JOHNSON, MIRMIRAN & THOMPSON INC. (JMT), AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $201,872.34 FOR TRAFFIC ENGINEERING SERVICES FOR THE LIMMER LOOP SCHEMATIC AND PLANS, SPECIFICATIONS AND ESTIMATES (CIP T47-2025); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") previously entered into a contract with JMT, Inc. ("Contractor") for the Limmer Loop Schematic and Plans, Specifications and Estimates project (CIP T47-2025); and

WHEREAS, the Contractor submitted Supplemental No. 1 in the amount of $201,872.34, which brings the total authorized project price to $1,552,090.43; and

WHEREAS, the City Council desires to authorize the City Manager to execute Supplemental No. 1 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: That the Hutto City Council hereby approves and authorizes the City Manager to execute Supplemental No. 1 Change Order 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR THE CIVIL ENGINEERING

DESIGN SERVICES OF THE LIMMER LOOP SCHEMATIC PROJECT

(T47-2025)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

JOHNSON, MIRMIRAN & THOMPSON, INC

_____

_____

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **CIVIL ENGINEERING DESIGN SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means JOHNSON, MIRMIRAN & THOMPSON, INC. and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed TWO HUNDRED ONE THOUSAND EIGHT HUNDRED SEVENTY-TWO AND 34/100 **DOLLARS, ($201,872.34).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III □ ETH□D □F PA□□ ENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE I□
SC□PE □F SER□ICES
□SU□□ECT T□ RE□ISI□N AS APPLICA□LE□

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement and covenants to use Consultant's best professional effort, skill, judgment, and abilities in performing the Services, and to further the interests of City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with good professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any others who have acted in reliance thereon.

4.2 Consultant shall provide Professional Services and include in its Scope of Services all associated services required such that the Project can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3"** and as described in this **Article I□**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design

Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article I□.**

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City's General Conditions, attached hereto, incorporated by reference herein and labeled as "**Exhibit 4"**.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section I□** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3□**. The Scope of Services fully shall be described in Consultant□s Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE □
TI□ E AND PERI□D □F SER□ICE

5.1 The term of this Agreement shall commence upon its approval by the HuttoCity Council and its execution by both parties.

5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under **Article I□** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant□s reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly

extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE □I
□RESER□ED□

ARTICLE □II
C□□RDINATI□N WITH CIT□

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City□s experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant□s use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant□s services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant□s services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE □III
RE□ISI□NS T□ D□CU□ ENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City□s request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE I□
□WNERSHIP □F D□CU□ ENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City□s sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE □
TER□ INATI□N AND□R SUSPENSI□N □F SER□ICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article** □.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20^{th}) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article I** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant s Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE □I
C□NSULTANT□S WARRANT□

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article** □ herein.

ARTICLE □III
ASSI□N□ ENT □R TRANSFER □F INTEREST

Consultant shall not assign or transfer Consultant□s interest in this Agreement without the written consent of City.

ARTICLE □I□
INSURANCE RE□UIRE□ ENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article □I□** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a project-by-project basis:

T□PE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	□1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of □1,000,000 per occurrence; □1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. □100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of □1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	□1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE □□
INDE□ NIFICATI□N

15.1 Consultant□whose professional services are the sub□ect of this Agreement□covenants and agrees to FULL□ INDE□ NIF□ and H□LD HAR□ LESS□City and the elected officials□ employees□officers□directors□volunteers and representatives of City□individually and collectively□from and against damages□liabilities or costs□including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City□its officers or employees□in instances where such negligence causes personal in□ury□ death or property damage. IN THE E□ENT C□NSULTANT AND CIT□ ARE F□UND □□INTL□ LIA□LE □□ A C□URT □F C□□ PETENT □URISDICTI□N□ LIA□ILIT□ SHALL □E APP□RTI□NED C□□ PARATI□EL□ IN ACC□RDANCE WITH THE LAWS F□R THE STATE □F TE□AS□ WITH□UT□H□WE□ER□ WAI□IN□ AN□ □□□ERN□ ENTAL I□ □ UNIT□ A□AILA□LE T□ THE CIT□ UNDER TE□AS LAW AND WITH□UT WAI□IN□ AN□ DEFENSES □F THE PARTIES UNDER TE□AS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE □□I
CLAI□ S AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term □Claim□also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section □□I**, must be given. Consultant□s Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of □overnmental Immunity. N□THIN□ IN THIS SECTI□N □□I SHALL □E C□NSTRUED T□ WAI□E CIT□S □□□ERN□ ENTAL I□ □ UNIT□ FR□□ LAWSUIT□WHICH I□ □ UNIT□ IS E□PRESSL□ RETAINED T□ THE E□TENT IT IS N□T CLEARL□ AND UNA□ □I□U□USL□ WAI□ED □□ STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article I** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in WilliamsonCounty, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE II
SE ERA ILIT

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE □□III
INTERESTIN CIT□ C□NTRACTS PR□HI□ITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)□) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City□s Ethics Code.

ARTICLE □I□
C□NFLICT □F INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **H□ 1295 Certificate of Interested Parties □TEC Form 1295□** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the

City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No □oycott of Israel□No Terrorist □rganization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT 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 CONSULTANT understands □affiliate□to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT 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 CONSULTANT 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 CONSULTANT understands □affiliate□to mean any entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.5 **□erification Regarding Energy Company □oycotts.**

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

19.6 **"erification 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

ARTICLE □□
STANDARD □F CARE□LICENSIN□

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE □□I
RI□HT □F RE□IEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City□s election, all of Consultant□s records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. □Consultant□s records□include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City□s judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Consultant agrees to allow City's designee access to all of Consultant□s Records, Consultant□s facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE □□II
ENTIRE A□REE□ ENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE □□III
□ENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE □□I□
N□TICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto

Attention: City Engineer
500 West Live Oak
Hutto TX 78634

(512) 759-4933

Matt.rector□ huttotx.gov

If intended for Consultant, to:

Johnson, Mirmiran & Thompson, Inc.

Attention: Sr. Project Manager
801 E. Old Settlers Blvd., Suite 102
Round Rock, TX 78664

(512) 684-2833

Elliot Cude, Ecude@jmt.com

ARTICLE □□□
INDEPENDENT C□NTRACT□R

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker□s compensation, which City provides to or for its employees.

Docusign Envelope ID: 70973FA4-C15E-8E93-8190-1BFA56C3A0C8

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of Jason West, thereunto authorized Vice President, does now sign, execute and deliver this document

Executed on this 24th day of April, A. D. 2026.

CITY OF HUTTO

James Earp
City Manager

JOHNSON, MIRMIRAN & THOMPSON, INC. (FIRM)

DocuSigned by:
By: JASON WEST
AD03723F2CDB444...

OFFICE LEADER
Title

EXHIBIT 1
INDIVIDUAL PROJECT ORDER

PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES

In accordance with Agreement for On Demand Services Transportation Rotation List between the City of Hutto (Owner) and Consultant, the parties agree as follows:

1. Background Data
   a. Project Number: T47-2025
   b. Owner: City of Hutto
   c. Consultant: Johnson, Mirmiran & Thompson, Inc.

Specific Project (title): Limmer Loop Schematic and PS&E (T47-2025)

1) Scope of services for **Johnson, Mirmiran & Thompson, Inc.** will include the following services (Refer to Attached A for Full Services Detail)

   a. Traffic Engineering Services

2) Fee: NTE $201,872.34

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Engineering	$1,350,218.09	$201,872.34	$1,552,090.43	Lump Sum
TOTAL	$1,350,218.09	$201,872.34	$1,552,090.43	Lump Sum

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Patricia Davis, MSCE, PE, LGPP, Interim City Engineer via email by **4-24-2026.**

Point of Contact
Patricia Davis, MSCE, PE, LGPP
Interim City Engineer
Patricia.Davis@huttotx.gov
512-759-4005

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated October 9, 2024 shall remain in full force in effect.

E□HI□IT 2
SC□PE □F SER□ICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto□

E□HI□IT 3

FEE PR□P□SAL

E□HI□IT 4
□ENERAL C□NDITI□NS

General Conditions for Construction Contracts

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Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

1.1 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.

1.2 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.

1.3 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

1.4 *Baseline Schedule* means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.

1.5 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E"s knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

1.6 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor and A/E.

1.7 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.

1.8 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.

1.9 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.

1.10 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.

1.11 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.

1.12 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.

1.13 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.

1.14 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.

1.15 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Chapter 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.

1.16 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.

1.17 *Day* means a calendar day unless otherwise specifically stipulated.

1.18 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.

1.19 *Drawings* mean that product of A/E which graphically depicts the Work.

1.20 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.

1.21 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.

1.22 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Chapter 2161, means a business that is at least 51□ owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

1.23 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.

1.24 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.

1.25 *Owner* means the City of Hutto.

1.26 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.

1.27 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.

1.28 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

129 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.

130 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.

131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.

132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.

133 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.

134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.

135 *Shop Drawings* mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.

136 *Site* means the geographical area of the location of the Work.

137 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.

138 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

139 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.

1.40 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.

1.41 *Substantial Completion* means the date determined and certified by Contractor, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

1.42 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.

1.43 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.

1.44 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.

1.45 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.

1.46 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and □ther Laws □overning Construction

2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

2.2 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1.1 Contractor shall submit a copy of each worker's wage-rate notification to ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

2.2.1.2 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

22.2 Penalty for Violation. Contractor, and any Subcontractor, will pay to the City a penalty of sixty dollars ($60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

22.3 Complaints of Violations.

22.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

22.3.2 No Extension of Time. If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.

23. Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Williamson County, Texas, or as may otherwise be designated in the Supplementary General Conditions.

24. Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.

25. Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent,

Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.

26 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. □eneral Responsibilities of □wner and Contractor

3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.

3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.

3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.

3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.

3.1.2.2 All directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.

3.1.2.3 Owner will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Supplementary General Conditions or Special Conditions.

3.1.3 Owner Supplied Materials and Information.

3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.

3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.

3.1.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.1.5 Limitation on Owner's Duties.

3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by ODR, upon request.

3.2.1 Site Visits.

3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E"s Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.

3.2.1.2 A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E"s supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on Architect/Engineer Authority. A/E is not responsible for:

3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or

3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures.

3.3.1 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the pre-construction conference.

3.3.2 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.

3.3.3 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.

3.3.4 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.

3.3.5 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss.

3.3.6 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.

3.3.7 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.

3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.

3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.

3.3.8 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as Owner and Contractor may agree in writing.

3.3.9 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.

3.3.10 Acts and Omissions of Contractor, its Subcontractors and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

3.3.11 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee,

consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.11.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

3.3.12 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.12.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

3.3.12.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.12.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.

3.3.12.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

3.3.13 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.

3.3.14 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.

3.3.15 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.

3.3.16 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized □usiness □HU□□Subcontracting Plan

4.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).

4.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender-neutral means.

4.1.2 A Contractor who contracts with the State in an amount of □100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.

4.2 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:

4.2.1 Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.

4.2.2 Conduct the good-faith effort activities required and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.

4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.

4.2.5 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.

4.2.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls**).

4.2.6 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).

4.3 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

Article 5. □onds and Insurance

5.1 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.

5.1.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.

5.1.1.1 A Performance bond is required if the Contract Sum is in excess of □100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price is in excess of □25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

5.1.2 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.

5.1.3 When Bonds Are Due

5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.

5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build

project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

5.14 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5.15 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR AN□ REASON A STATUTOR□ PA□MENT OR PERFORMANCE BOND IS NOT HONORED B□ THE SURET□, CONTRACTOR SHALL FULL□ INDEMNIF□ AND HOLD OWNER HARMLESS OF AND FROM AN□ COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

5.16 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

5.17 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

5.18 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than □25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

5.19 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).

52 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

521 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.

522 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

5.2.2.1 Insurance Coverage Required.

5.2.2.1.1 Workers‟ Compensation. Insurance with limits as required by the Texas Workers‟ Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, employer’s liability insurance of not less than:

□100,000 each accident;

□100,000 disease each employee; and

□500,000 disease policy limit.

5.2.2.1.2 Commercial General Liability Insurance. Including premises, operations, independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor’s liability for bodily injury (including death) and property damage with a minimum limit of:

□1,000,000 per occurrence;

□2,000,000 general aggregate;

□2,000,000 products and completed operations aggregate; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

5.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. □This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of □1,000,000 per occurrence.

□Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

□500,000 each accident;

□500,000 disease each employee; and

□500,000 disease policy limit.

If this Contract is for asbestos abatement only, the all-risk builder's risk or all-risk installation floater (e) is not required.

5.2.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of □1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be all-risk, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

5.2.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.

5.2.2.1.5.3 Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.

5.2.2.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.

5.2.2.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

5.2.2.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.

5.2.2.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.

5.2.2.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

5.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5.2.3 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

5.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.

5.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers" compensation policies.

5.2.3.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

524 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers" compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

525 Workers" compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents Coordination Documents and Record Documents

6.1 Drawings and Specifications.

6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E"s property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.

6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials); and (e) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.

6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications.

6.1.6.1 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.

6.1.6.2 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.

6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.

6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.

6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.

6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. □eep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and A/E access to these documents.

6.2.2 Maintain this record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.

6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.

6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents.

6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.

6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.

6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.

7.2 Notices. Contractor shall provide notices as follows:

7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.

7.2.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.

7.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.

7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

7.3.2 Give ODR and A/E prompt notice of all such events.

7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.

7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.

7.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care.

7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.

7.4.2 Supply ODR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.

7.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify ODR immediately.

7.5.1 Bind all Subcontractors to the same duty.

7.5.2 Upon receiving such notice, ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, ODR will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

7.5.3 Owner may hire third-party Contractors to perform any or all such steps.

7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.

7.6 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to ODR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. □uality Control

8.1 Materials □ Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

8.2 Testing.

8.2.1 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.

8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.

8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.

8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.

8.2.2 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to ODR, A/E, and Contractor.

8.2.3 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:

8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.

8.2.3.2 Acceptance by Owner of the quality and nature of tests.

8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.

8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.

8.2.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.

8.2.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

8.2.4 Notice of Testing. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

8.2.5 Test Samples. Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.

8.2.6 Covering Up Work. If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by ODR, uncover and recover the work at Contractor's expense.

8.3 Submittals.

8.3.1 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by A/E and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.

8.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to ODR and A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

8.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from A/E and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by A/E and ODR for review and approval. If re- submittal required, allow a minimum of an additional fifteen (15) days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

8.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any

deviation from the requirements of the Contract unless Contractor informs A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.

8.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.

8.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

8.3.5 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, ODR and A/E will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions; and

8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to Owner; and

8.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:

8.3.5.3.1 Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;

8.3.5.3.2 The request directly relates to an "or-equal" clause or similar language in the Contract Documents;

8.3.5.3 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;

8.3.5.4 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;

8.3.5.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;

8.3.5.6 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;

8.3.5.7 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or

8.3.5.8 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

8.3.6 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

8.4.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

8.5.1 Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner and its agents.

8.5.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not over up corrected Work until Owner indicates approval.

8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to ODR of the anticipated need for a cover-up inspection. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

9.1 Contract Time. **TI□ E IS AN ESSENTIAL ELE□ ENT □F THE C□NTRACT**. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion in a reasonable time after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

9.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.

9.3 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 Contractor shall re-submit initial schedule as required to address review comments from A/E and ODR until such schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and ODR as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR"s consent.

9.3.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

9.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

9.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

9.3.3.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

9.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

9.5 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If, in the judgment of Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expedite delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should ODR deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with ODR"s approval.

9.6 Modification of the Contract Time.

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.6.2.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent Contractor from performing seven (7) continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at

the site prevent work from proceeding, Contractor shall immediately notify ODR for confirmation of the conditions. At the end of each calendar month, submit to ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by ODR, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.

9.6.2.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

9.6.2.2.5 Suspension of Work for convenience of ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

9.9.2 No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

9.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

9.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

9.10 Failure to Complete Work Within the Contract Time. **TI□ E IS AN ESSENTIAL ELE□ ENT □F THE C□NTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract Documents.

9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

Article 10. Payments

10.1 Schedule of Values. Contractor shall submit to ODR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.

10.1.1.1 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, general conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

10.1.2 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to ODR at the time of Contract execution. Thereafter Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.

10.2. Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and ODR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

10.2.1.1 Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values;

10.2.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports;

10.2.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1;

10.2.1.4 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents; and

10.2.1.5 Construction payment affidavit.

10.2.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.

10.2.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.

10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.

10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.

10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.

10.3.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:

10.3.3.1 Defective or incomplete Work not remedied;

10.3.3.2 Damage to Work of a separate Contractor;

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;

10.3.3.6 Assessment of fines for violations of prevailing wage rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance, or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

10.4 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

10.4.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.

10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

10.5 Off-Site Storage. With prior approval by Owner and in the event, Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.

10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location.

10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022.

10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10^{th}) day after the date the vendor receives the payment.

10.6.2 The appropriate share is overdue on the eleventh (11^{th}) day after the date Contractor receives the payment.

Article 11. Changes

11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.

11.1.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Chapter 2260.

11.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

11.1.4 No verbal order, verbal statement, or verbal direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.

11.1.5 Contractor agrees that Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from the Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.

11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions or Special Conditions or as agreed to by the parties and incorporated into a Change Order.

11.3 Claims for Additional Costs.

11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but in any case, before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by Owner to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.

11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case,

Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.

11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.

11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of ODR.

11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.

11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.

11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established

Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.

11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.

11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to ODR.

11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.

11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined.

Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first □10,000 of value for self- performed work or portion thereof, ten (10) percent for the second □10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds □20,000.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost

Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first □10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second □10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding □20,000.

11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.

11.8.4 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.

11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.

11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.

11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to adjustment.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion Inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

12.1.1.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. A/E will provide with this certificate a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

12.1.3 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections.

12.1.5.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of

incomplete or defective work acceptable to ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.

12.1.5.2 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punchlist items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a ULCO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, ODR will notify Contractor in writing and identify responsibilities for security and maintenance Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to occupied areas of the Project.

12.3 Acceptance and Payment

1231 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval.

1232 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, after payment from Owner or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.

1233 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.

1234 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.

1235 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

13.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

13.2 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

13.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

13.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.

13.3.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.

13.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

13.4.1 Observations by Owner and/or A/E;

13.4.2 Recommendation to pay any progress or final payment by A/E;

13.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

13.4.4 Use or occupancy of the Work or any part thereof by Owner□

13.4.5 Any acceptance by Owner or any failure to do so;

13.4.6 Any review of a Shop Drawing or sample submittal; or

13.4.7 Any inspection, test or approval by others.

13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. ODR will certify the date of service commencement in the Substantial Completion certificate.

13.5.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.

13.5.2 Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

13.6 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

13.7 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

14.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

14.1.1 Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.

14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.

14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.

14.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

14.3 Termination by Owner for Cause.

14.3.1 Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;

14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;

14.3.1.4 Failure to remedy defective work condemned by ODR;

14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;

14.3.1.6 Persistent endangerment to the safety of labor or of the Work;

14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;

14.3.1.8 Any material breach of the Contract; or

14.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

14.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.

14.3.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.

14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

14.3.5.1 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.

14.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

14.3.5.3 This obligation for payment survives the termination of the Contract.

14.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.

14.5 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

14.5.1 Owner will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.5.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

14.5.2.1 Stop all work.

14.5.2.2 Place no further subcontracts or orders for materials or services.

14.5.2.3 Terminate all subcontracts for convenience.

14.5.2.4 Cancel all materials and equipment orders as applicable.

14.5.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.

14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work executed, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.

14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

Article 15. Dispute Resolution

15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.

15.2 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

15.3 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

15.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Article 16. □ iscellaneous

16.1 Supplementary General and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General and Special Conditions as described below:

16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.

16.1.2 Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.

16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statue, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

16.3 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.

16.3.1 Accessibility and Administration.

16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.

16.3.1.2 Owner shall administer the software.

16.3.2 Training. When used, Owner shall provide training to the Project team members.

End of □eneral Conditions

EXHIBIT A – SUPPLEMENTAL #1

TRAFFIC ENGINEERING SERVICES

Project Background

The City of Hutto (the "**City**") proposes widening Limmer Loop (CR 164) from Innovation Blvd (CR 108) to Ed Schmidt Blvd (CR 119) (the "**Project**") to an optimal typical section that will be determined from a traffic analysis, utilizing the services of Johnson, Mirmiran & Thompson, Inc. (the "**Engineer**") as the prime consultant. The limits are calculated from approximately 900 LF west of Innovation Blvd (CR 108) to Ed Schmidt Blvd (CR 119) and measures approximately 4,600 LF (0.87 miles) total.

The scope of services includes data collection (traffic counts), a corridor study, corridor typical section alternatives analysis and recommendation, ICE analysis, presentations, and report generation.

The Engineer shall maintain a direct line of communication and coordinate closely with the City's designated representative, local municipal agencies, and utility companies throughout the project. The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in the work authorization. The Engineer shall submit a written progress report to the City monthly indicating the actual work completed during the month, scheduled work to be performed for that month, and the estimated work to be completed for the coming month.

Design services during development of this project shall be performed in accordance with the latest version of City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which may include, but is not limited to, the following:

- TxDOT Roadway Design Manual
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
- City of Hutto Unified Development Code and other City and/or State approved manuals as may be applicable.

The project shall be developed utilizing OpenRoads Designer CE.

General Requirements:

a. Quality Assurance and Quality Control: The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-ups of that deliverable. The City's project manager may require the Engineer to

submit the Engineer's internal mark-ups (red lines) or comments developed as part the Engineer's quality control step. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

Basic Services

Task 1: Project Management

a. General Management

The Engineer shall establish and maintain project schedules and budgets, project correspondence, develop monthly progress reports, and prepare invoices.

b. Project Coordination Meetings

1. General project coordination with the City shall consist of monthly meetings for 3 months.

c. Quality Assurance/Quality Control

The Engineer shall review all reports deliverables to ensure that the work is in accordance with City requirements and that the work is completed in a timely and efficient manner.

Task 2: Data Collection

The Engineer shall collect, review and evaluate the following data described below. The Engineer shall inform the City of any disagreement found with the information or documents.

a. Collect and Review Project Data

1. *Traffic Counts:* Base year (2026) Traffic Volume Development
    a. JMT will collect 13-hour turning movement data at the intersection of Limmer Loop at Redfish Lane and determine the AM and PM peak hours.
    b. JMT will use 13-hour turning movement data collected on January 23, 2025, to determine the AM and PM peak hour volumes for the intersection of Limmer Loop at Innovation Boulevard.
    c. JMT will use the "Ed Schmidt Boulevard (CR 119) - Traffic Study" completed in 2023 to obtain 2023 AM and PM peak hour volumes for the intersection of Limmer Loop at Ed Schmidt Lane.
    d. JMT will use the agreed-upon annual growth rate (5%) to project 2023 counts for Lane Limmer Loop at Innovation Boulevard and Limmer Loop at Ed Schmidth intersections to base year 2026.

2. *Site Visit:* JMT will conduct a site visit to the study corridor to collect the queues at the existing signalized intersections, observe the overall traffic patterns, signal

timing, corridor operations, existing signing and pavement markings, existing lane configurations, and existing access points.

3. *Signal Timing:* JMT will obtain the existing traffic signal timing for the following two signalized intersections from the City:
    a. Limmer Loop at Innovation Boulevard/CR 108.
    b. Limmer Loop at Ed Schmidt Boulevard.

4. *Crash Data:* JMT will obtain crash data from TXDOT's website for a period of five years, from January 1, 2021, to December 31, 2025, which will be used for conducting the safety analyses of existing conditions. The Engineer shall contact the City to obtain all available supplemental data on crashes in the vicinity of the project.

5. *Record Drawings:* The Engineer shall contact the City to collect record drawings, adjacent site plans, and any previous studies.

Task 3: Schematic and Concept

A. *Geometric Schematic Design:*

Not applicable for Supplemental #1.

B. *Traffic Analysis:*

JMT will conduct a corridor study and alternative analyses using FHWA's Intersection Control Evaluation (ICE) tool to efficiently and holistically screen alternatives at the following three intersections:

1. Limmer Loop at Innovation Boulevard. (**signalized**)
2. Limmer Loop at Redfish Lane. (Stop Controlled)
3. Limmer Loop at Ed Schmidt Boulevard. (**signalized**)

After the determination of these three intersections control types, JMT will also evaluate the roadway segments between the intersections to determine the need for additional lanes (converting the existing two-lane roadway to four- or six-lane configuration) or other configurations based on safety, operational results, cost, right-of-way impacts, and other factors, to be determined in coordination with the City.

1. Existing Conditions

JMT will use the AM and PM peak hour traffic data and develop a Synchro model (Version 12) for the corridor which will utilize the existing lane configurations and existing signal timings. This model will be calibrated based on the actual queue lengths collected from the field visit and the counted traffic volumes. The calibrated model will then be evaluated, and SimTraffic simulations will be evaluated. The Level of Service (LOS) from Synchro and the maximum queue length from SimTraffic will be documented in the report.

JMT will also conduct a crash analysis using the five-year crash data collected to identify the safety issues, potential causes, and crash hotspots along the study corridor. The crash analysis results will be documented in the report.

JMT will prepare a brief presentation to share the findings from the existing safety and operational analysis with the City.

2. Future Conditions

JMT will determine the future (2045) traffic volumes to be used in future operational analysis as follows:

1. 2045 Model Development:
    a. Using the existing (2026) traffic volumes for the AM and PM peak hour and apply the approved 5% annual growth rate to determine the 2045 traffic volumes for the AM and PM peak hours.
    b. JMT will review the approved traffic impact studies within the study area to obtain additional AM and PM peak hour trips anticipated to be generated from these developments.
    c. JMT will add the trips from these developments (item 2 of this section) to the 2045 traffic volumes from item 1 of this section, to determine **the forecasted design year 2045 traffic volume**, which will be used in all future analyses.
    d. JMT will use the existing Synchro models, update the traffic with the design year 2045 volumes from item 3 of this section, to develop future year 2045 no-build model which will be considered as the baseline for determining corridor improvements. The signal timing at the two signalized intersections will be optimized for the no-build model. The LOS and queue results will be tabulated and documented in the report.
2. Level 1 – Screening Analysis:
    a. Using the forecasted design year traffic volumes for the AM and PM peak hour at the three study intersections, JMT will conduct an ICE analysis to identify potential intersection configurations to address safety and operational issues identified. Up to a maximum of five intersection alternatives for each of the three study intersections will be identified in the first stage of this analysis.

b. JMT will prepare a brief presentation to share the identified intersection alternatives with the City using a comparison matrix, which evaluates volume/capacity (V/C) ratios, pedestrians, safety, and planning-level cost metrics. This aims to provide a high-level comparison to help in identifying the alternatives (up to three alternatives per intersection) that will be advanced to next stage of the analysis.

3. Level 2 – Engineering Analysis:
    a. Once the alternatives (up to three per intersection) are selected from Level 1 analysis, JMT will conduct operational analysis using Synchro, or SIDRA for roundabouts, to determine the performance of these alternatives, considering delay (LOS), queue lengths, v/c ratio, and travel time. Additionally, the Safety Performance for Intersection Control Evaluation (SPICE) Tool, which performs basic predictive safety analysis of certain at-grade intersection alternatives/control types, will be used to identify the safety benefits for these alternatives. Furthermore, a concept level cost estimate and planning level concept sketches will be developed for all the alternatives of this stage.
4. Level 3 – Alternatives Comparison:
    a. The analysis results and cost estimates will be shared with the City to discuss and select the one preferred alternative for each of the three study intersections. If a signalized control type was identified as an improvement for unsignalized intersection of Limmer Loop at Redfish Lane, JMT will use the module of Highway Capacity Software (HCS) and conduct a signal warrant analysis to determine if a signal is warranted at this intersection using the existing 2026 traffic volumes.
    b. Upon selecting the preferred alternatives at the three study intersections, JMT will conduct a corridor analysis in Synchro/SimTraffic or in HCS, if needed, to determine the capacity of roadway segments between the intersections and determine the need for additional capacity or spot improvements.
    c. JMT will present the corridor analysis with the City to finalize the overall corridor improvements. In coordination with the roadway group, JMT Team will develop a concept sketch for the corridor and provide cost estimates.

3. Traffic Report

JMT will prepare a draft technical report to document the data collection, safety and operational analysis, ICE analyses, and the recommendations based on traffic analyses. The report will be submitted electronically in PDF format to the City for review. JMT will address one set of comments from the City on the draft report and submit a final version of the report for the City's approval.

The Report will include:

- Executive summary
- Existing and future conditions.
- Alternative analysis (Level 1 and 2)
    - Comparison matrices will include:
        - Operational performance
        - Queue storage vs available space
        - Safety comparison (conflict resolution evaluation)
        - ROW Width and PUE width and associated constraints
        - Compatibility with adjacent intersections
        - Cost-effectiveness calculation or B/C ratio
- Concept Sketches
    - Conceptual sketches will include a border, aerial, outside edge of pavement and sidewalk/SUP, preliminary ROW, the PUE, and directional arrows.
        - 3 conceptual sketches based on the Level 2 analysis
        - 1 final conceptual sketch based on chosen/recommended alternative based on the Level 3 analysis
- Preliminary Cost Comparison
- Constructability
- Final recommendations

Assumptions

- The FHWA's ICE, which includes CAP-X and SPICE evaluations, will be used in this study.
- Traffic counts will be taken at the intersection of Redfish lane and Limmer loop.

Exclusions

- No review and analysis of the regional travel demand model will be performed.
- No additional traffic data collection will be conducted beyond what is specified in this supplemental.
- No other safety analysis such as, but not limited to, IHSDM, ISATe, or the Predictive Method from Highway Safety Manual (HSM) will be performed.
- Collison Diagram will not be developed.
- No additional scenarios, including additional years or growth rates, will be prepared/evaluated.

Task 4: Plans, Specifications, & Estimate

Not applicable for Supplemental #1.

Task 5: Bid Phase and Construction Phase Services

Not applicable for Supplemental #1.

MSA-23-05E-002

FEE SCHEDULE - SUPPLEMENTAL #1

FOR

JOHNSON, MIRMIRAN & THOMPSON, INC.

Limmer Loop Roadway Expansion - Innovation Blvd to Ed Schmidt Blvd
CIP Project T47-2025

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

TOTAL AMOUNT

$ 201,872.34

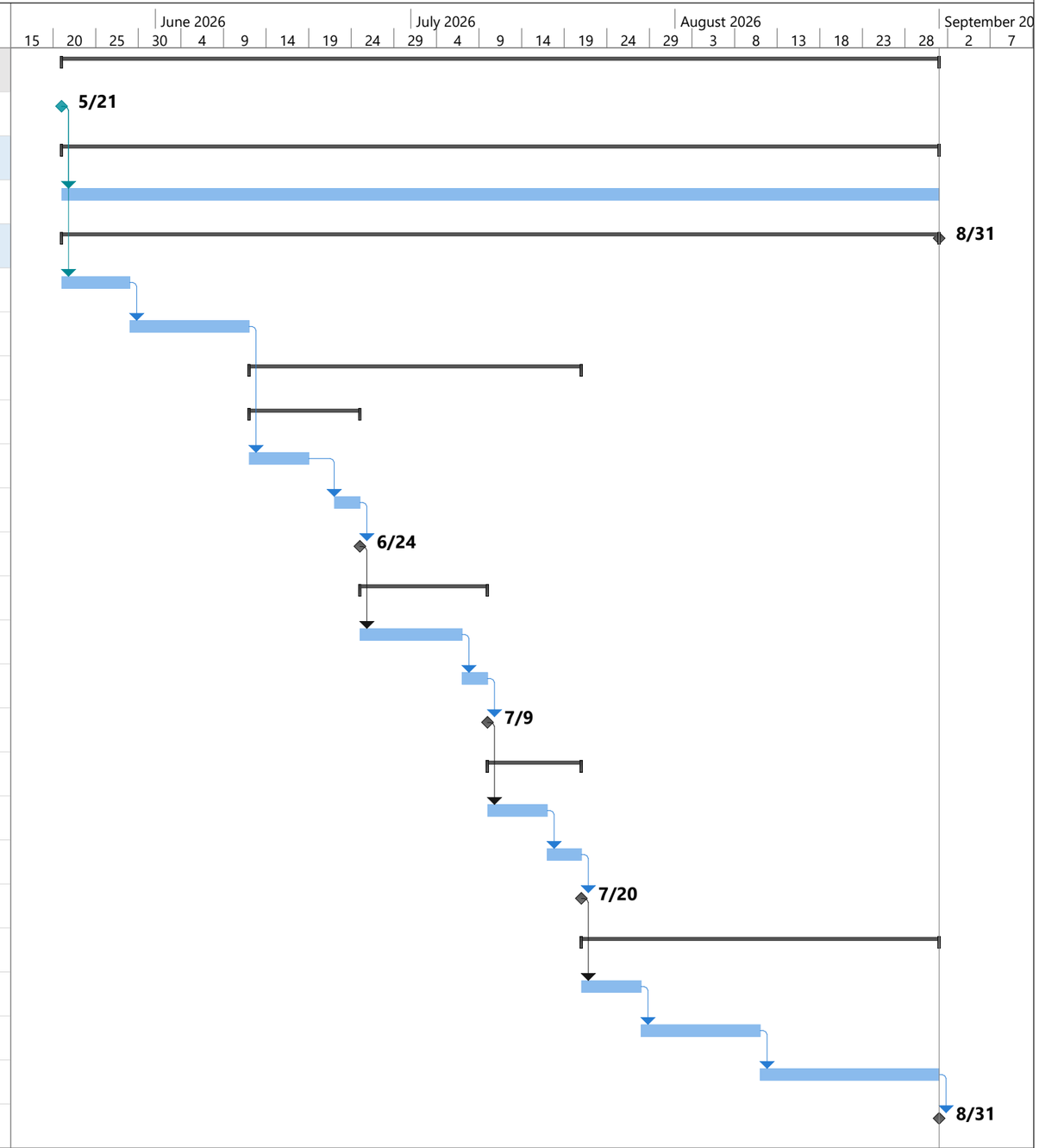
Fee Schedule - Supplemental #1 - Limmer Loop Roadway Expansion - CIP Project T47-2025

Task	JMT	TOTAL
Task 1: Project Management	$ 10,379.45	$ 10,379.45
Task 2: Data Collection	$ 17,699.44	$ 17,699.44
Task 3: Schematic and Concept	$ 173,793.45	$ 173,793.45
Task 4: Plans, Specifications, & Estimates (30%, 75%, and 100%)	$ -	$ -
Task 5: Bid Phase and Construction Phase Services	$ -	$ -
ODEs	$ -	$ -
TOTALS	$ 201,872.34	$ 201,872.34

Summary of Person-Hours by Classification - (Limmer Loop Roadway Expansion - CIP Project T47-2025)
Johnson, Mirmiran & Thompson, Inc. (JMT)

Description of Work or Task	Project Manager $313.58/Hr	Senior Technical Advisor $306.28/Hr	Senior Engineer $247.94/Hr	Project Engineer $195.44/Hr	Design Engineer $169.18/Hr	EIT II $131.26/Hr	EIT I $121.35/Hr	Junior Eng. Technician $84.59/Hr	Project Coordinator $105.00/Hr	Admin/ Clerical $98.01/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1: Project Management												
A. General Management	3									3	6	$1,234.77
B. Project Coordination Meetings											0	$0.00
1. With Client (3 Months)	3		3			3					9	$2,078.34
2. With Subconsultants (3 Months)											0	$0.00
C. QAQC											0	$0.00
1. Models QAQC	1	8									9	$2,763.82
2. Report QAQC	2	12									14	$4,302.52
											0	$0.00
Task 1 Hours:	**9**	**20**	**3**	**0**	**0**	**3**	**0**	**0**	**0**	**3**	**38**	
Task 1 Subtotal:	**$2,822.22**	**$6,125.60**	**$743.82**	**$0.00**	**$0.00**	**$393.78**	**$0.00**	**$0.00**	**$0.00**	**$294.03**		**$10,379.45**
Task 2: Data Collection												
A. Data Collection	2		12	24	12	12	12				74	$13,354.48
B. Traffic Counts	1			2			30				33	$4,344.96
											0	$0.00
Task 2 Hours:	**3**	**0**	**12**	**26**	**12**	**12**	**42**	**0**	**0**	**0**	**107**	
Task 2 Subtotal:	**$940.74**	**$0.00**	**$2,975.28**	**$5,081.44**	**$2,030.16**	**$1,575.12**	**$5,096.70**	**$0.00**	**$0.00**	**$0.00**		**$17,699.44**
Task 3: Schematic and Concept												
A. Geometric Schematic Design												
B. Traffic Analysis												
1. Existing Conditions	1	2	16	60	92						171	$32,184.14
2. Future Conditions (Study and Models Development)	4	8	60	132	120						324	$64,680.64
3. Corridor Evaluation, ICE Analysis, and Traffic Report	6	12	48	96	120	40					322	$61,772.20
a. Conceptual Sketches (3 During Level 2; 1 During Level 3)	2	1	4	8	20	40	25				100	$15,156.47
Task 3 Hours:	**13**	**23**	**128**	**296**	**352**	**80**	**25**	**0**	**0**	**0**	**917**	
Task 3 Subtotal:	**$4,076.54**	**$7,044.44**	**$31,736.32**	**$57,850.24**	**$59,551.36**	**$10,500.80**	**$3,033.75**	**$0.00**	**$0.00**	**$0.00**		**$173,793.45**
Task 4: Plans, Specifications, & Estimates (30%, 75%, and 100%)												
											0	$0.00
Task 4 Hours:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Task 4 Subtotal:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Task 5: Bid Phase and Construction Phase Services												
Task 5 Hours:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Task 5 Subtotal:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
JMT SUMMARY	**$7,839.50**	**$13,170.04**	**$35,455.42**	**$62,931.68**	**$61,581.52**	**$12,469.70**	**$8,130.45**	**$0.00**	**$0.00**	**$294.03**	**1,062**	**$201,872.34**

ID	Task Name	Duration	Start	Finish	Predecessors
1	**City of Hutto - T47-2025 (Limmer Loop Roadway Expansion)**	70 days	**Thu 5/21/26**	**Mon 8/31/26**	
2	Supplemental #1 Work Authorization Executed and NTP	0 days	Thu 5/21/26	Thu 5/21/26	
3	**Task 1: Project Management**	70 days	**Thu 5/21/26**	**Mon 8/31/26**	
4	Progress Bi-weekly Meetings and Reporting	70 days	Thu 5/21/26	Mon 8/31/26	2
5	**Task 3: Schematic, Concept, and Public Meeting**	70 days	**Thu 5/21/26**	**Mon 8/31/26**	
6	Data Collection	5 days	Thu 5/21/26	Thu 5/28/26	2
7	2045 Model Development	10 days	Fri 5/29/26	Thu 6/11/26	6
8	**ICE Analysis**	**25 days**	**Fri 6/12/26**	**Mon 7/20/26**	
9	**Level 1 - Screening Analysis**	**8 days**	**Fri 6/12/26**	**Wed 6/24/26**	
10	Level 1 - ICE Analysis	5 days	Fri 6/12/26	Thu 6/18/26	7
11	Internal Evaluation and Results Preparation	3 days	Mon 6/22/26	Wed 6/24/26	10
12	Results Presentation (Teams Meeting)	0 days	Wed 6/24/26	Wed 6/24/26	11
13	**Level 2 (Engineering Analysis)**	**10 days**	**Thu 6/25/26**	**Thu 7/9/26**	
14	Level 2 - ICE Analysis	7 days	Thu 6/25/26	Mon 7/6/26	12
15	Internal Analysis and Results Preparation	3 days	Tue 7/7/26	Thu 7/9/26	14
16	Results Presentation (Teams Meeting)	0 days	Thu 7/9/26	Thu 7/9/26	15
17	**Level 3 (Alternatives Comparison)**	**7 days**	**Fri 7/10/26**	**Mon 7/20/26**	
18	Level 3 - ICE Analysis	5 days	Fri 7/10/26	Thu 7/16/26	16
19	Internal Analysis and Results Preparation	2 days	Fri 7/17/26	Mon 7/20/26	18
20	Results Presentation (Teams Meeting)	0 days	Mon 7/20/26	Mon 7/20/26	19
21	**Traffic Report**	**30 days**	**Tue 7/21/26**	**Mon 8/31/26**	
22	Draft Reports and Exhibits	5 days	Tue 7/21/26	Mon 7/27/26	20
23	Client Review	10 days	Tue 7/28/26	Mon 8/10/26	22
24	Final Reports and Exhibits	15 days	Tue 8/11/26	Mon 8/31/26	23
25	**Final Report Submittal With Recommendation**	**0 days**	**Mon 8/31/26**	**Mon 8/31/26**	**24**



Project: CIP Project T47-2025
Supplemental #1 (SWA1)
Date: Fri 4/24/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1453028

Date Filed:
04/24/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson, Mirmiran & Thompson, Inc. (JMT)
Hunt Valley, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto, TX

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.
T47-2025 (Supplemental #1)
Professional Engineering Services - Limmer Loop Schematic and PS&E

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Johnson, Mirmiran & Thompson Employee Stock Ownership	Hunt Valley, MD United States	X	
Blair, Michael J.	Hunt Valley, MD United States	X	
Smulovitz, Richard	Hunt Valley, MD United States	X	
Natale, Matthew C.	Hunt Valley, MD United States	X	
Coyne, David J	Hunt Valley, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jason R. West, PE, and my date of birth is [redacted].

My address is 801 E. Old Settlers Blvd. Ste. 102, Round Rock (city), TX (state), 78664 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 24 day of April (month), 2026 (year).

Jason West

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.2.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-117 authorizing the City Manager to execute a professional services agreement between the City of Hutto and Lochner in the amount of $42,500 for organizational consultant services. (Kate Moriarty)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	Kate Moriarty

ITEM SUMMARY:

The City of Hutto is seeking to enter into a professional services staff augmentation agreement with H.W. Lochner (Lochner) to support operational improvements within the Engineering Department. This agreement is being pursued following significant departmental turnover and is intended to assist with the development of standards, procedures, workflows, and updated job descriptions to improve operational efficiency and enhance both internal and external customer service.

The City selected Lochner based on the firm's experience supporting municipal engineering operations and the assigned consultant's prior experience serving in city engineer roles. Staff believes this experience will provide valuable collaboration and guidance in strengthening departmental processes and organizational workflows.

The proposed engagement consists of a 10-week effort divided into three phases. Phase One includes staff interviews, operational assessments, and data and process collection. Phase Two focuses on the development of standard operating procedures (SOPs), process documentation, workflow recommendations, manuals, and related operational tools. Phase Three includes implementation support and staff training to ensure employees are properly equipped to utilize and sustain the updated procedures and processes.

Staff anticipates the agreement will improve tracking and coordination of Capital Improvement Program (CIP) projects, strengthen private development review processes, improve response times and service delivery, and provide greater clarity and consistency in departmental expectations and operations. Additionally, staff believes these efforts will positively impact employee engagement and morale by better aligning workflows and resources with organizational expectations and staff needs.

FISCAL NOTES:

Funds are included in the budget amendment item under the Consent Agenda to cover this consultant fee.

AGENDA ITEM REPORT
9.2.

ATTACHMENTS:

1. 2025.5.13_ResPSALochner
2. Combined COH Contract partially executed5_14_2026
3. HB 89 Verification Form_Lochner_Michael Persyn_Signed 4.20.26
4. Form 1295 - City of Hutto - Capital Improvement Projects_Signed

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT REGARDING STAFF AUGMENTATION SERVICES. BETWEEN LOCHNER AND THE CITY OF HUTTO, TEXAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City of Hutto, Texas ("City") has experienced significant turnover within the Engineering Department, resulting in the need to evaluate departmental operations, workflows, standards, procedures, staffing structure, and service delivery practices; and

WHEREAS, the city desires to engage H.W. Lochner, Inc. ("Lochner") to provide professional services staff augmentation and organizational support to assist with the development and implementation of operational improvements within the Engineering Department; and

WHEREAS, the proposed agreement includes a ten-week engagement structured in three phases consisting of: (1) staff interviews, operational assessments, and data and process collection; (2) development of standard operating procedures, manuals, workflows, job description recommendations, and process improvement tools; and (3) implementation support and staff training to ensure successful adoption of recommended procedures and practices; and

WHEREAS, the City Council finds that entering into the Professional Services Staff Augmentation Agreement with Lochner will support improved tracking and management of capital improvement projects, strengthen private development review processes, improve internal and external customer service response times, provide greater operational clarity for staff, and enhance departmental efficiency and employee morale.

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 the Professional Services Staff Augmentation Agreement between the City of Hutto and H.W. Lochner, Inc. (Lochner), attached hereto as Attachment A and incorporated herein for all purposes, and authorizes the City Manager to execute the agreement.

SECTION 3: The City Manager is hereby authorized to take all actions necessary to implement the terms and intent of this Resolution and the Professional Services Staff Augmentation Agreement, including administration of the scope of services, coordination with City staff, and execution of all related documents consistent with the approved agreement.

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

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21 of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

Lochner

CONSULTANT AGREEMENT

Owner:	City of Hutto
Client:	City of Hutto
Consultant:	H.W. Lochner, Inc. ("Lochner")
	710 Hester's Crossing Road, Summit II, Suite 120
	Round Rock, TX 78681
Date:	May 21, 2026
Project:	CIP Delivery and Development Review

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. Lochner. Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Texas.

3. Scope of Services. Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. Compensation. The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. Additional Services. If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. Standard of Care. The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. **Payment**. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. **Correction of Work**. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. **Termination**. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance**. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of $1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of $1.0 million per occurrence, $1.0 million aggregate limit, and $1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of $1.0 million per occurrence, and $1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. & Employers Liability. Lochner shall maintain Workers' Compensation Insurance in statutory limits and Employer's Liability Insurance with limits of at least $1.0 million each accident, $1.0 million disease-policy limit, and $1.0 million disease-each employee. To the extent available under Lochner's applicable insurance policies, Lochner shall provide the Client with a waiver of subrogation for Workers' Compensation coverage.

5. Workers' Compensation and' Insurance

Workers' Compensation & Employers Liability	Statutory Limits of $1,000,000 per incident	City must be provided with a waiver of subrogation.

6. Umbrella Excess Liability Insurance in the minimum amount of $3.0 million each occurrence, and $3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply

equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state courts located in Williamson County, Texas or, if applicable, in the United States District Court with jurisdiction over Williamson County, Texas.

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any

public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Shwetha Pandurangi

Central Texas Client Relations Director

H. W. Lochner, Inc.

710 Hester's Crossing Road, Summit II, Suite 120, Round Rock, TX 78681

Notice to Client:

Kate Moriarty

Executive Director of Administrative Services

City of Hutto

500 W. Live Oak Street, Hutto, TX 78634

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, and Lochner shall be entitled to an equitable adjustment of the schedule and compensation for reasonable, documented costs incurred as a result of such delays.

13. Client's Responsibilities.

a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.

b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.

d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.

e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

f. Provide Lochner with available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation materials required by federal, state, or local agencies and identified in currently available reports.

14.No Boycott and HB 1295 Compliance.

No Boycott Israel. Pursuant to Section 2271.002, Texas Government Code, Lochner certifies and verifies 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, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and verification is made solely to comply with Section 2271.002, Texas Government Code, and only to the extent that such section is not repealed by, or otherwise made voluntary by, any Laws or Regulations, and only to the extent that such section is not held by a final judgment of a court of competent jurisdiction binding upon one or both Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action 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 taken for ordinary business purposes. Lochner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Lochner and exists to make a profit.

No Boycott Energy Companies. 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 amended, Lochner certifies and 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 certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and only to the extent that such section is not repealed by, or otherwise made voluntary by, any Laws or Regulations, and only to the extent that such section is not held by a final judgment of a court of competent jurisdiction binding upon one or both Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing verification, "boycott energy companies" has the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Lochner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Lochner and exists to make a profit.

No Boycott Firearms Entities or Firearm Trade Associations. 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, Lochner certifies and 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 against a firearm entity or firearm trade association during the term of this Agreement.

The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and only to the extent that such section is not repealed by, or otherwise made voluntary by, any Laws or Regulations, and only to the extent that such section is not held by a final judgment of a court of competent jurisdiction binding upon one or both Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, "discriminate against a firearm entity or firearm trade association" has the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Lochner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Lochner and exists to make a profit.

HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires Lochner to complete a conflict-of-interest form, also known as the "Disclosure of Interested Parties," for certain types of contracts at the time Lochner submits this executed Agreement to the City. Further information regarding the requirements is available on the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/1295/. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission. To the extent required by Section 2252.908, Texas Government Code, Lochner shall complete and submit a Form 1295 Certificate through the Texas Ethics Commission website in connection with this Agreement. Any City obligation conditioned on such submission shall apply only to the extent the submission is required by applicable law and the City has provided Lochner with information reasonably necessary to complete the form.

H.W. LOCHNER, INC.	**City of Hutto**
By: [signature]	By: _____
Title: VICE PRESIDENT	Title: _____
Date: 5/14/2026	Date: _____

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

1120 S. Capital of Texas Highway | CityView 2, Suite 100, 512.338.1704
Austin, TX 78746
hwlochner.com

May 6, 2026

James Earp
City Manager
500 W Live Oak Street
Hutto, TX 78634
Via: E-mail

Re: City of Hutto Proposal Overview for Streamlined CIP Delivery and Development Review Optimization Attachment A, B, C

Dear Mr. Earp:

H.W. Lochner, An Egis Company (Consultant) is pleased to provide the following proposal overview for services related to streamlined CIP Delivery and Development Review Optimization for the City of Hutto

Problem Understanding

The City of Hutto is seeking to enhance its ability to plan, prioritize, and deliver capital improvement projects (CIP) in a manner that is efficient, transparent, and aligned with the City's growth, infrastructure needs, and financial capacity. Based on our understanding, the City is navigating increasing demands associated with rapid development, aging infrastructure, and the need to strategically allocate resources, all of which require a more coordinated and streamlined approach to program and project delivery.

Currently, key functions related to CIP planning, project delivery, and development review are distributed across multiple departments, including planning, engineering, finance, and operations. While each group plays a critical role, the lack of standardized processes, centralized tools, and clearly defined governance structures can result in inconsistencies in project prioritization, limited visibility into program performance, and inefficiencies in execution. These conditions can lead to delays, duplicated efforts, and challenges in aligning projects with broader City goals.

We also understand that the City is seeking to improve its development review process to ensure greater predictability, consistency, and transparency for both staff and the development community. Variability in review procedures, documentation requirements, and communication can extend review timelines and create uncertainty, ultimately affecting the pace and quality of development.

Overall, the City is looking to move toward a more integrated and performance-driven approach, one that includes standardized workflows, clear roles and responsibilities, centralized project tracking, and defined metrics for success. By implementing these improvements, the City aims to strengthen internal coordination, enhance service delivery, streamline development processes, and ensure that capital investments are aligned with both current needs and long-term strategic objectives.

Phase 1: Assess (Weeks 1–3)

Goal: Understand issues (50 hours)
Key Actions:

- Meet with City departments (Engineering, Planning, Finance, Utilities, ROW, Public Works) – (1 hour meetings for three weeks plus 3 hours week 1 for data collection and assimilation plus notes – 16 hours)
- Review CIP projects centralized project dashboard, existing project financial tracker and development review process, existing SOPs and process maps – (12 hours)
- Develop Existing Process Map and Identify key gaps and bottlenecks – (16 hours)
- Engage in weekly coordination meetings with leadership team (6 hours for 3 weeks, prep, notes and meeting attendance)

Deliverables:

- Assessment Summary of existing SOPs, day to day routine assessments and gaps

Phase 2: Structure (Weeks 4–6)

Goal: Build clear, consistent processes (80 hours)
Key Actions:

- Develop SOPs, Checklist for CIP and Development Process (32 hours)
- Develop or Refine Org chart, define roles, responsibilities, and decision-making structure (24 hours)
- Standardize project delivery by establishing timelines (turnaround) (scope, schedule, milestones, checklist and contact lists) (24 hours)

Deliverables:

- CIP and Development Flow Chart, SOP, Checklist and Rejection criteria
- Evaluation of existing organization structure and summary of need for additional positions/roles with a Revised Org chart

Phase 3: Implement & Train (Weeks 7–8)

Goal: Put systems in place and ensure adoption (48 hours)
Key Actions:

- Finalize and roll out CIP tracking tools and templates – 8 hour training module recorded for staff (we will provide training and lunch for all impacted staff) (24 hours)
- Compare and Consolidate basic performance metrics for Project delivery (KPIs) and Performance markers for City Staff use, based on 2b roles (16 hours)

Deliverables:

- Training Material for future use (A Binder with SOPs and Workflow and Org Chart with Roles)

Fee Structure

Phased Approach

- Phase 1 (Assess): $14,500
- Phase 2 (Structure): $20,000
- Phase 3 (Implement): $8,000

We envision working 1 day a week from the City office for Phase 1, 1 day a week during Phase 2 and the 1 day for training for Phase 3.

Cost: The proposed cost for the services described in this overview is **$42,500** to be paid in a phased approach as outlined above.

Assignment Duration: The duration of the assignment is approximately 9 weeks from the time of notice to proceed.

Contract Exclusions

- Attendance at City Council meetings is not included
- Additional on-site days beyond those identified are excluded
- Recruiting or hiring support for City staff is not included
- Detailed review of Master Plans, existing CIP programs, CIP prioritization or CIP projects at risk is excluded

If you have any questions or need additional information, please do not hesitate to contact me at spandurangi@hwlochner.com. We look forward to working with you.

Sincerely,



Shwetha Pandurangi, PE, CFM
Central Texas Client Relations Director

Attachments

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Michael Persyn, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

H.W. Lochner, Inc.

Company Name

Signature of Authorized Official

Vice President — 04/20/2026

Title of Authorized Official — Date

EVELYN AGUILAR
Notary Public, State of Texas
Comm. Expires 08-31-2026
Notary ID 133939951

April 20, 2026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1457929

Date Filed:
05/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

H. W. Lochner, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Capital Improvement Projects
City of Hutto Proposal Overview for Streamlined CIP Delivery and Development Review Optimization

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Friese, Karen	Austin, TX United States	X	
Byers, Tim	Lorton, VA United States	X	
Longest, Tom	Indianapolis, IN United States	X	
Hawkins, Ken	Monterey Park, CA United States	X	
Egis USA Holding, Inc.	Dover, DE United States	X	
Weimelt, Karen	Grand Lake, CO United States	X	
Beckman, Ryan	Denver, CO United States	X	
Meyer, Kasey	Golden, CO United States	X	
Ruhl, Terry	Chicago, IL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gregory G. Evans, and my date of birth is [redacted].

My address is 5767 Eagles Nest Blvd., Tyler (city), TX (state), 75703 (zip code), U.S. (country).

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

Executed in Smith County, State of Texas, on the 6th day of May (month), 20 26 (year).

Greg Evans

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-118 approving the professional services agreement in the amount of $31,870 with Scheibe Consulting, LLC related to the professional surveying services for the Justice Center / Police Station (F02-2024). (Patricia Davis)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	Patricia Davis

ITEM SUMMARY:

On September 18, 2025, the City Council approved Resolution Number R-2025-235 establishing a rotation list for Surveying and Subsurface Utility engineering professional services with four qualified consulting firms. The rotation list allows the City to assign construction-related professional services on a rotating basis, starting with the highest-ranked firm and continuing sequentially. If a firm is unable or unwilling to accept an assignment, the next firm in rotation is selected. The initial contract term is Fiscal Year 2025, with two optional one-year extensions for each firm.

Phase 1 of the proposed project includes construction of a new 45,500-square-foot, two-story Police Department building (33,000 square feet on Level 1), a 7,000-square-foot one-story asset building, and associated site improvements on the 16-acre Hutto Justice Center site on Limmer Loop. Improvements include light-duty, medium-duty, and heavy-duty paving; a four-lane divided Minor Arterial Street; and stormwater detention ponds. Future Phase 2 improvements will be completed by others.

The scope of services for this agreement includes:
Boundary related: preparing deed sketches from county records, verifying and replacing property corners, staking proposed boundary points, and producing metes-and-bounds descriptions and sketches for the site, and any required utility easements.
Topography related work: completing a topographic survey showing all improvements, roads, visible and marked underground utilities as marked by Texas one-call, and 1-foot contours; generating a geo-referenced aerial ortho mosaic image and digital surface model using drone-based LiDAR; creating a combined digital surface model from field and drone data; and documenting off-site utilities as shown in the provided exhibit.

The purpose of this item is to award an Individual Professional Services Agreement to Scheibe Consulting LLC, an approved consultant on the City's Survey and Subsurface Utility engineering rotation list, in the amount of $31,870.

AGENDA ITEM REPORT
9.3.

FISCAL NOTES:

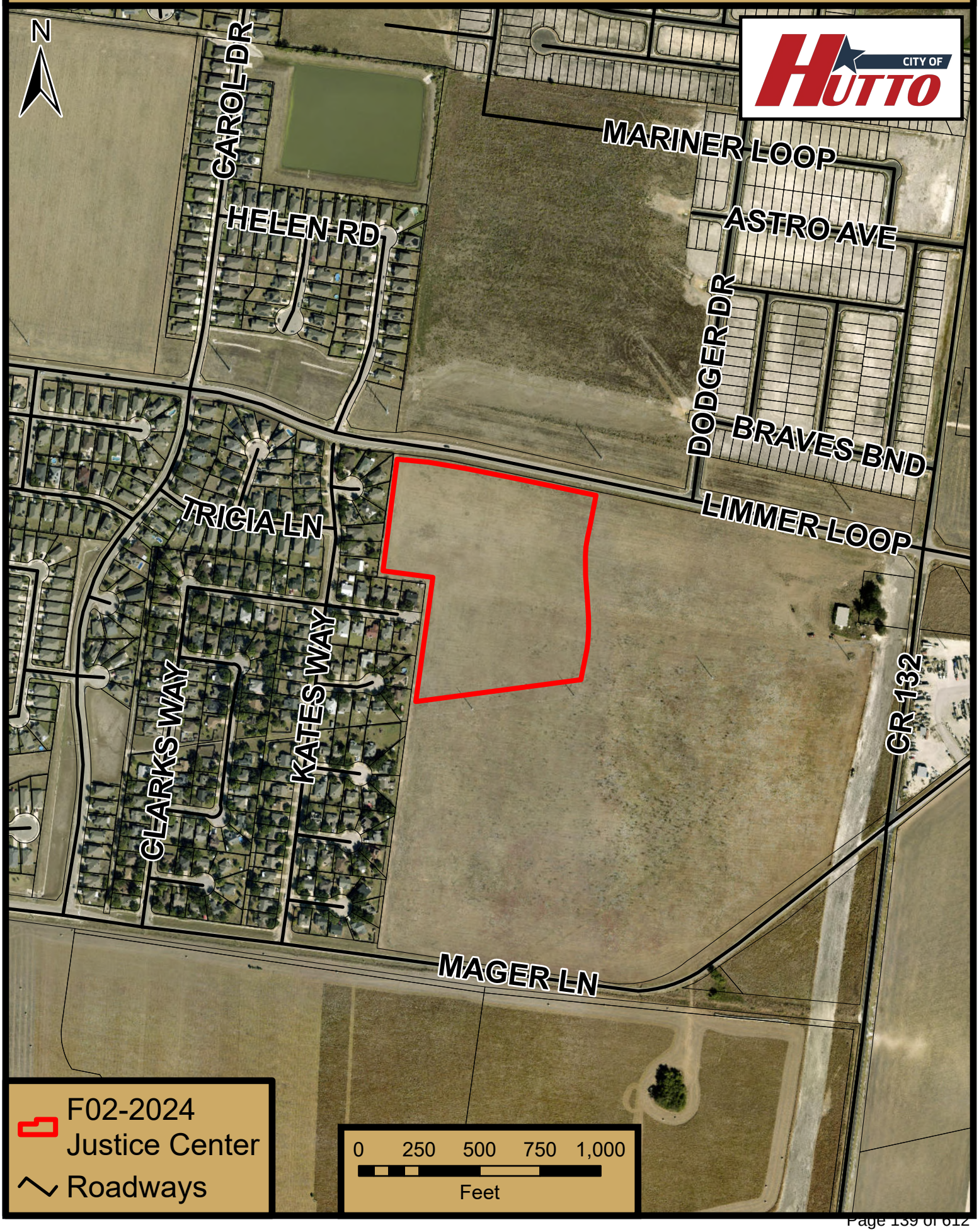
Funding for this project is as follows:

Series 2026 GO (33)
Account Number: 33-040-230-6708
Account Name: F02 Justice Center
Debt Proceeds: $5,000,501
Proceeds Available: $3,406,366
Requested Amount: $31,870 (surveying)
Proceeds Remaining: 3,3,374,496

ATTACHMENTS:

1. F02_2024_Justice_Center_map
2. 20260511 Hutto RES Justice Ctr PSA Scheibe
3. Justice Center CIP F02-2024 - PSA_Revised
4. Combined Scope and Exhibits
5. Form 1295 Certificate_Redacted

F02-2024 Justice Center



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN INDIVIDUAL PROJECT ORDER BETWEEN SCHEIBE CONSULTING, LLC, AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $31,870.00 FOR SURVEYING SERVICES FOR THE JUSTICE CENTER PHASE 1 (CIP F02-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE INDIVIDUAL PROJECT ORDER; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of $31, 870.00, in accordance with the Master Service Agreement for Land Surveying executed between the City of Hutto and Scheibe Consulting, LLC. on May 7, 2026; and

WHEREAS, the IPO provides for Land Surveying Services for the Justice Center Phase 1 project (CIP F02-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the IPO, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR THE SURVEYING

SERVICES OF JUSTICE CENTER PROJECT (PROJECT NUMBER CIP F02-2024)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Scheibe Consulting, LLC

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **LAND SURVEYING SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means **Scheibe Consulting, LLC** and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **Twenty Thousand DOLLARS, ($31,870.00 excluding easements).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement and covenants to use Consultant's best professional effort, skill, judgment, and abilities in performing the Services, and to further the interests of City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with good professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any others who have acted in reliance thereon.

4.2 Consultant shall provide Professional Services and include in its Scope of Services all associated services required such that the Project can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3"** and as described in this **Article IV**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design

Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article IV.**

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City's General Conditions, attached hereto, incorporated by reference herein and labeled as "**Exhibit 4"**.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3"**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE V
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the Hutto City Council and its execution by both parties.

5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly

extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI
(RESERVED)

ARTICLE VII
COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII
REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X
TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20^{th}) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.
10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI
CONSULTANT'S WARRANTY

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

ARTICLE XIV
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of $1,000,000 per occurrence; $1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. $100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV
INDEMNIFICATION

15.1 Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI
CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in WilliamsonCounty, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII
SEVERABILITY

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX
CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the

City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT 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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.5 **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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 **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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

ARTICLE XX
STANDARD OF CARE/LICENSING

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI
RIGHT OF REVIEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant’s records only during City’s regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII
VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto

Attention: City Engineer
500 West Live Oak
Hutto TX 78634

(512) 759-4933

Matt.rector@huttotx.gov

If intended for Consultant, to:

Scheibe Consulting, LLC

Attention: Eric C. Scheibe
11612 Bee Cave Rd., Bldg. 1, Ste. 240
Austin, TX 78738

(512) 252-8634

escheibe@scheibeconsulting.com

ARTICLE XXV
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of Eric C. Scheibe, thereunto authorized Scheibe Consulting, LLC does now sign, execute and deliver this document.

Executed on this 7th day of M a y , A. D. 2026.

CITY OF HUTTO

James Earp
City Manager

SCHEIBE CONSULTING (FIRM)

By: Robert E. Hutto

RPLS, Survey Manager

Title

EXHIBIT 1
INDIVIDUAL PROJECT ORDER

PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES

In accordance with Agreement for On Demand Services Survey Services Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
   - **a. Project Number: C I P F 0 2 - 2 0 2 4**
   - b. Owner: City of Hutto
   - c. Vendor: Scheibe Consulting, LLC

Specific Project (title): **Justice Center**

1) Scope of services for **(Scheibe Consulting, LLC)** will include the following services (Refer to Attached A for Full Services Detail

   a. Services**: Land Surveying Services as described in the Attached Scope of Work**

2) Fee: NTE $31,870.00

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Land Surveying	$31,870.00			
TOTAL	$31,870.00			

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Dana Phillips, CIP Project Manager via email**.**

Point of Contact
Dana Phillips
CIP Project Manager
Dana.phillips@huttotx.gov
512-759-3479

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated May 7, 2026 shall remain in full force in effect.

EXHIBIT 2
SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

SCOPE OF SERVICES

City of Hutto Proposed Justice Center: CIP F02-2024 – EXHIBITS TO BE ATTACHED

BOUNDARY

1. PREPARE A DEED SKETCH OF THE SITE AND ADJOINERS FROM RECORDS TAKEN FROM WILLIAMSON COUNTY DEED RECORDS
2. RECOVER, CHECK AND REPLACE ANY MISSING EXISTING PROPERTY CORNERS
3. STAKE PROPOSED BOUNDARY CORNERS
4. WRITE METES AND BOUNDS DESCRIPTIONS, WITH SKETCHES FOR THE PROPOSED SITE AND THE PROPOSED ROAD ON THE EAST SIDE OF THE SITE
5. WRITE METES AND BOUNDS DESCRIPTIONS, WITH SKETCHES FOR UTILITY EASEMENTS AS NEEDED

TOPOGRAPHY

1. PREPARE FROM FIELD DATA TAKEN A TOPOGRAPHIC SURVEY SHOWING ALL IMPROVEMENTS, ROADWAYS, VISIBLE UTILITIES, UNDERGOUND UTILITIES AS MARKED BY TEXAS ONE-CALL AND CONTOURS AT 1-FOOT INTERVALS
2. UTILIZING A UAV DRONE – PREPARE A GEO-REFERENCED AERIAL ORTHOMOSAIC PHOTO AND A DIGITAL SURFACE MODEL FROM LIDAR CAPTURED BY THE DRONE
3. PREPARE A DIGITAL SURFACE MODEL FROM FIELD DATA AND DRONE
4. RECORD AND DETAIL OFFSITE UTILITIES AS SHOWN ON ATTACHED EXHIBIT

DIGITAL FILES – AUTOCAD CIVIL 3D 2026 DWG AND A PDF

EXHIBIT 3

FEE PROPOSAL

05/07/2026

Dana Phillips, CIP Project Manager
City of Hutto, Texas
Dana.phillips@huttotx.gov

Re: Proposal for Proposed Justice Center F02-2024, Hutto,TX

Ms. Phillips:

Scheibe Consulting, LLC is pleased to submit this proposal for surveying services for the above referenced project.

COMPENSATION SUMMARY
Client shall pay Scheibe for the following described services in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See "Scope of Services" attached hereto.

Description of Services	Basis of Payment	Estimated Fee
A. Boundary Survey	Lump Sum	$11,770.00+tax
B. Topographic Survey	Lump Sum	$20,100.00+tax
C. Easement Descriptions $1,500.00 each	As needed	$XXXXX

EXHIBIT 4
GENERAL CONDITIONS

General Conditions for Construction Contracts

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Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

1.1 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.

1.2 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.

1.3 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

1.4 *Baseline Schedule* means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.

1.5 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E"s knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

1.6 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor and A/E.

1.7 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.

1.8 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.

1.9 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.

1.10 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.

1.11 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.

1.12 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.

1.13 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.

1.14 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.

1.15 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Chapter 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.

1.16 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.

1.17 *Day* means a calendar day unless otherwise specifically stipulated.

1.18 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.

1.19 *Drawings* mean that product of A/E which graphically depicts the Work.

1.20 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.

1.21 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.

1.22 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

1.23 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.

1.24 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.

1.25 *Owner* means the City of Hutto.

1.26 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.

1.27 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.

1.28 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

129 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.

130 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.

131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.

132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.

133 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.

134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.

135 *Shop Drawings* mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.

136 *Site* means the geographical area of the location of the Work.

137 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.

138 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

139 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.

1.40 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.

1.41 *Substantial Completion* means the date determined and certified by Contractor, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.

1.42 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.

1.43 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.

1.44 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.

1.45 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.

1.46 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

2.2 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1.1 Contractor shall submit a copy of each worker's wage-rate notification to ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

2.2.1.2 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

22.2 Penalty for Violation. Contractor, and any Subcontractor, will pay to the City a penalty of sixty dollars ($60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

22.3 Complaints of Violations.

22.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

22.3.2 No Extension of Time. If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.

23 Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Williamson County, Texas, or as may otherwise be designated in the Supplementary General Conditions.

24 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.

25 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent,

Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.

26 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. General Responsibilities of Owner and Contractor

3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.

3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.

3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.

3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.

3.1.2.2 All directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.

3.1.2.3 Owner will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Supplementary General Conditions or Special Conditions.

3.1.3 Owner Supplied Materials and Information.

3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.

3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.

3.1.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.1.5 Limitation on Owner's Duties.

3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by ODR, upon request.

3.2.1 Site Visits.

3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E"s Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.

3.2.1.2 A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E‟s supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 11.

3.2.3 Limitations on Architect/Engineer Authority. A/E is not responsible for:

3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or

3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures.

3.3.1 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the pre-construction conference.

3.3.2 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.

3.3.3 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.

3.3.4 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.

3.3.5 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss.

3.3.6 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.

3.3.7 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.

3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.

3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.

3.3.8 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as Owner and Contractor may agree in writing.

3.3.9 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.

3.3.10 Acts and Omissions of Contractor, its Subcontractors and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

3.3.11 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee,

consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.11.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

3.3.12 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.12.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

3.3.12.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.12.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.

3.3.12.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

33.13 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.

33.14 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.

33.15 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.

33.16 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

4.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).

4.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender-neutral means.

4.1.2 A Contractor who contracts with the State in an amount of $100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.

4.2 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:

4.2.1 Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.

4.2.2 Conduct the good-faith effort activities required and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.

4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.

4.2.5 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.

4.2.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls**).

4.2.6 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).

4.3 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

Article 5. Bonds and Insurance

5.1 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.

5.1.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.

5.1.1.1 A Performance bond is required if the Contract Sum is in excess of $100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price is in excess of $25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

5.1.2 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.

5.1.3 When Bonds Are Due

5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.

5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build

project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

5.14 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5.15 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

5.16 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

5.17 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

5.18 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

5.19 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).

5.2 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

5.2.1 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.

5.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

5.2.2.1 Insurance Coverage Required.

5.2.2.1.1 Workers‟ Compensation. Insurance with limits as required by the Texas Workers‟ Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, employer’s liability insurance of not less than:

$100,000 each accident;

$100,000 disease each employee; and

$500,000 disease policy limit.

5.2.2.1.2 Commercial General Liability Insurance. Including premises, operations, independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor’s liability for bodily injury (including death) and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$2,000,000 products and completed operations aggregate; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

5.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

$500,000 each accident;

$500,000 disease each employee; and

$500,000 disease policy limit.

If this Contract is for asbestos abatement only, the all-risk builder's risk or all-risk installation floater (e) is not required.

5.2.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be all-risk, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

5.2.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.

5.2.2.1.5.3 Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.

5.2.2.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.

5.2.2.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

5.2.2.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.

5.2.2.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.

5.2.2.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

5.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5.2.3 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

5.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.

5.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers" compensation policies.

5.2.3.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

524 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers" compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

525 Workers" compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents, Coordination Documents, and Record Documents

6.1 Drawings and Specifications.

6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E‟s property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.

6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials); and (e) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.

6.1.5 Contractor’s Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications.

6.1.6.1 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.

6.1.6.2 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.

6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.

6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.

6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.

6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and A/E access to these documents.

6.2.2 Maintain this record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.

6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.

6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents.

6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.

6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.

6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.

7.2 Notices. Contractor shall provide notices as follows:

7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.

7.2.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.

7.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.

7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

7.3.2 Give ODR and A/E prompt notice of all such events.

7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.

7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.

7.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care.

7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.

7.4.2 Supply ODR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.

7.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify ODR immediately.

7.5.1 Bind all Subcontractors to the same duty.

7.5.2 Upon receiving such notice, ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, ODR will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

7.5.3 Owner may hire third-party Contractors to perform any or all such steps.

7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.

7.6 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to ODR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. Quality Control

8.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

8.2 Testing.

8.2.1 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.

8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.

8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.

8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.

8.2.2 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to ODR, A/E, and Contractor.

8.2.3 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:

8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.

8.2.3.2 Acceptance by Owner of the quality and nature of tests.

8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.

8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.

8.2.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.

8.2.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

8.2.4 Notice of Testing. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

8.2.5 Test Samples. Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.

8.2.6 Covering Up Work. If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by ODR, uncover and recover the work at Contractor's expense.

8.3 Submittals.

8.3.1 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by A/E and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.

8.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to ODR and A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

8.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from A/E and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by A/E and ODR for review and approval. If re- submittal required, allow a minimum of an additional fifteen (15) days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

8.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

832 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any

deviation from the requirements of the Contract unless Contractor informs A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.

8.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.

8.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

8.3.5 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, ODR and A/E will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions; and

8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to Owner; and

8.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:

8.3.5.3.1 Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;

8.3.5.3.2 The request directly relates to an "or-equal" clause or similar language in the Contract Documents;

8.3.5.3 The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;

8.3.5.4 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;

8.3.5.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;

8.3.5.6 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;

8.3.5.7 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or

8.3.5.8 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

8.3.6 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

8.4.1 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

8.4.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.5 Inspection During Construction.

8.5.1 Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner and its agents.

8.5.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not over up corrected Work until Owner indicates approval.

8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to ODR of the anticipated need for a cover-up inspection. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

9.1 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT**. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion in a reasonable time after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

9.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.

9.3 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 Contractor shall re-submit initial schedule as required to address review comments from A/E and ODR until such schedule is accepted as the Baseline Schedule.

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and ODR as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR"s consent.

9.3.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

9.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

9.3.3.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

9.3.3.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

9.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

9.5 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If, in the judgment of Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expedite delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should ODR deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with ODR"s approval.

9.6 Modification of the Contract Time.

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.6.2.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent Contractor from performing seven (7) continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at

the site prevent work from proceeding, Contractor shall immediately notify ODR for confirmation of the conditions. At the end of each calendar month, submit to ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by ODR, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.

9.6.2.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

9.6.2.2.5 Suspension of Work for convenience of ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

9.8 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

9.9.2 No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

9.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

9.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

9.10 Failure to Complete Work Within the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract Documents.

9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

Article 10. Payments

10.1 Schedule of Values. Contractor shall submit to ODR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.

10.1.1.1 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, general conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

10.1.2 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to ODR at the time of Contract execution. Thereafter Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.

10.2. Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

10.2.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and ODR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

10.2.1.1 Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values;

10.2.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports;

10.2.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1;

10.2.1.4 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents; and

10.2.1.5 Construction payment affidavit.

10.2.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.

10.2.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.

10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.

10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.

10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.

10.3.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:

10.3.3.1 Defective or incomplete Work not remedied;

10.3.3.2 Damage to Work of a separate Contractor;

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;

10.3.3.6 Assessment of fines for violations of prevailing wage rate law; or

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance, or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

10.4 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

10.4.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.

10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

10.5 Off-Site Storage. With prior approval by Owner and in the event, Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.

10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location.

10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022.

10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10^{th}) day after the date the vendor receives the payment.

10.6.2 The appropriate share is overdue on the eleventh (11^{th}) day after the date Contractor receives the payment.

Article 11. Changes

11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.

11.1.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Chapter 2260.

11.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

11.1.4 No verbal order, verbal statement, or verbal direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.

11.1.5 Contractor agrees that Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from the Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.

11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions or Special Conditions or as agreed to by the parties and incorporated into a Change Order.

11.3 Claims for Additional Costs.

11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but in any case, before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by Owner to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.

11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case,

Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.

11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.

11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of ODR.

11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.

11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.

11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.

11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established

Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.

11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.

11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to ODR.

11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.

11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined.

Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first $10,000 of value for self- performed work or portion thereof, ten (10) percent for the second $10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds $20,000.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost

Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first $10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second $10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding $20,000.

11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.

11.8.4 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.

11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.

11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.

11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to adjustment.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion Inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

12.1.1.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. A/E will provide with this certificate a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

12.1.3 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections.

12.1.5.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of

incomplete or defective work acceptable to ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.

12.1.5.2 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.

12.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punchlist items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a ULCO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, ODR will notify Contractor in writing and identify responsibilities for security and maintenance Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to occupied areas of the Project.

12.3 Acceptance and Payment

1231 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval.

1232 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, after payment from Owner or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.

1233 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.

1234 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.

1235 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:

12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; or

12.3.6.4 Claims arising from personal injury or property damage to third parties.

12.3.7 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

13.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.

13.2 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

13.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

13.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.

13.3.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.

13.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

13.4.1 Observations by Owner and/or A/E;

13.4.2 Recommendation to pay any progress or final payment by A/E;

13.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

13.4.4 Use or occupancy of the Work or any part thereof by Owner;

13.4.5 Any acceptance by Owner or any failure to do so;

13.4.6 Any review of a Shop Drawing or sample submittal; or

13.4.7 Any inspection, test or approval by others.

13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. ODR will certify the date of service commencement in the Substantial Completion certificate.

13.5.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.

13.5.2 Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

13.6 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

13.7 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

14.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.

14.1.1 Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.

14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.

14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.

14.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

14.3 Termination by Owner for Cause.

14.3.1 Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;

14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;

14.3.1.4 Failure to remedy defective work condemned by ODR;

14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;

14.3.1.6 Persistent endangerment to the safety of labor or of the Work;

14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;

14.3.1.8 Any material breach of the Contract; or

14.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

14.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.

14.3.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.

14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

14.3.5.1 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.

14.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

14.3.5.3 This obligation for payment survives the termination of the Contract.

14.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.

14.5 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

14.5.1 Owner will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.5.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

14.5.2.1 Stop all work.

14.5.2.2 Place no further subcontracts or orders for materials or services.

14.5.2.3 Terminate all subcontracts for convenience.

14.5.2.4 Cancel all materials and equipment orders as applicable.

14.5.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.

14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work executed, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.

14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

Article 15. Dispute Resolution

151 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.

152 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

153 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

154 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Article 16. Miscellaneous

16.1 Supplementary General and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General and Special Conditions as described below:

16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.

16.1.2 Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.

16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statue, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

16.3 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.

16.3.1 Accessibility and Administration.

16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.

16.3.1.2 Owner shall administer the software.

16.3.2 Training. When used, Owner shall provide training to the Project team members.

End of General Conditions

SCOPE OF SERVICES

City of Hutto Proposed Justice Center: CIP F02-2024 – EXHIBITS TO BE ATTACHED

BOUNDARY

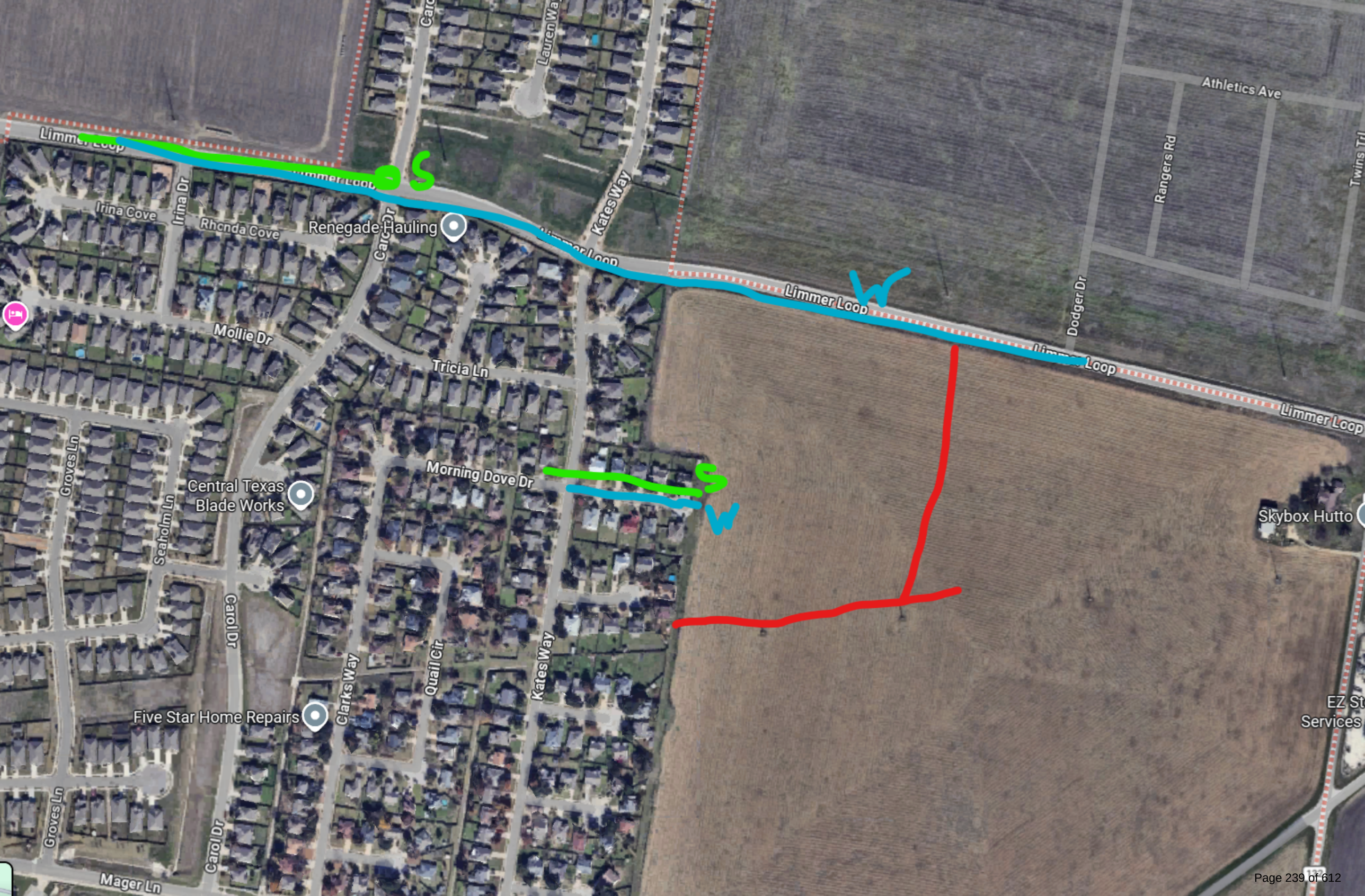
1. PREPARE A DEED SKETCH OF THE SITE AND ADJOINERS FROM RECORDS TAKEN FROM WILLIAMSON COUNTY DEED RECORDS
2. RECOVER, CHECK AND REPLACE ANY MISSING EXISTING PROPERTY CORNERS
3. STAKE PROPOSED BOUNDARY CORNERS
4. WRITE METES AND BOUNDS DESCRIPTIONS, WITH SKETCHES FOR THE PROPOSED SITE AND THE PROPOSED ROAD ON THE EAST SIDE OF THE SITE
5. WRITE METES AND BOUNDS DESCRIPTIONS, WITH SKETCHES FOR UTILITY EASEMENTS AS NEEDED

TOPOGRAPHY

1. PREPARE FROM FIELD DATA TAKEN A TOPOGRAPHIC SURVEY SHOWING ALL IMPROVEMENTS, ROADWAYS, VISIBLE UTILITIES, UNDERGOUND UTILITIES AS MARKED BY TEXAS ONE-CALL AND CONTOURS AT 1-FOOT INTERVALS
2. UTILIZING A UAV DRONE – PREPARE A GEO-REFERENCED AERIAL ORTHOMOSAIC PHOTO AND A DIGITAL SURFACE MODEL FROM LIDAR CAPTURED BY THE DRONE
3. PREPARE A DIGITAL SURFACE MODEL FROM FIELD DATA AND DRONE
4. RECORD AND DETAIL OFFSITE UTILITIES AS SHOWN ON ATTACHED EXHIBIT

DIGITAL FILES – AUTOCAD CIVIL 3D 2026 DWG AND A PDF


355'
LIMM
PARCEL 15
TOWNHOME
JUSTICE
CENTER
SITE
PARK
31
PARCEL 14
MEDICAL OFFICE
16.2 AC.
30
33
ELEC. EASEM
3.0 AC.
ELEC. EASEMENT
1.7 AC.
PARCEL 13
HOSPITAL
200,000 S.F./FLO
21.1 AC.
29


Limmer Loop
Irina Cove
Irina Dr
Rhonda Cove
Renegade Hauling
Carol Dr
Kates Way
Limmer Loop
Mollie Dr
Tricia Ln
Limmer Loop
Limmer Loop
Dodger Dr
Rangers Rd
Athletics Ave
Groves Ln
Seaholm Ln
Central Texas Blade Works
Morning Dove Dr
Skybox Hutto
Carol Dr
Clarks Way
Quail Cir
Kates Way
Five Star Home Repairs
EZ St
Services
Groves Ln
Carol Dr
Mager Ln
S
W

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1458166

Date Filed:
05/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Scheibe Consulting, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
F02-2024
Professional Surveying Services (This supercedes 2026-1458147)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Robert E. Hysmith, and my date of birth is [redacted].

My address is 11612 Bee Cave Rd. Ste.240, Austin (city), Tx. (state), 78738 (zip code), USA (country).

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

Executed in Travis County County, State of Texas, on the 7th day of May (month), 20 26 (year).

Robert E. Hysmith

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-119 approving the professional services agreement in the amount of $29,985 with Arias and Associates, Inc related to the geotechnical engineering services for the Justice Center / Police Station (F02-2024). (Patricia Davis)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	Patricia Davis

ITEM SUMMARY:

On September 18, 2025, the City Council approved Resolution Number R-2025-274 establishing a rotation list for Geotechnical Engineering professional services with three qualified consulting firms. The rotation list allows the City to assign construction-related professional services on a rotating basis, starting with the highest-ranked firm and continuing sequentially. If a firm is unable or unwilling to accept an assignment, the next firm in rotation is selected. The initial contract term is Fiscal Year 2025, with two optional one-year extensions for each firm.

Phase 1 of the proposed project includes construction of a new 45,500-square-foot, two-story Police Department building (33,000 square feet on Level 1), a 7,000-square-foot one-story asset building, and associated site improvements on the 16-acre Hutto Justice Center site on Limmer Loop. Improvements include light-duty, medium-duty, and heavy-duty paving; a four-lane divided Minor Arterial Street; and stormwater detention ponds. Future Phase 2 improvements will be completed by others.

Geotechnical services include:

1. Field exploration, coordination, drilling, and sampling
2. Laboratory soil testing performed by the Arias laboratory
3. Engineering analysis and reporting

The purpose of this item is to award an Individual Professional Services Agreement to Arias and Associates, Inc., an approved consultant on the City's Geotechnical Engineering rotation list, in the amount of $29,985.

FISCAL NOTES:

Funding for this project is as follows:

Series 2026 GO (33)

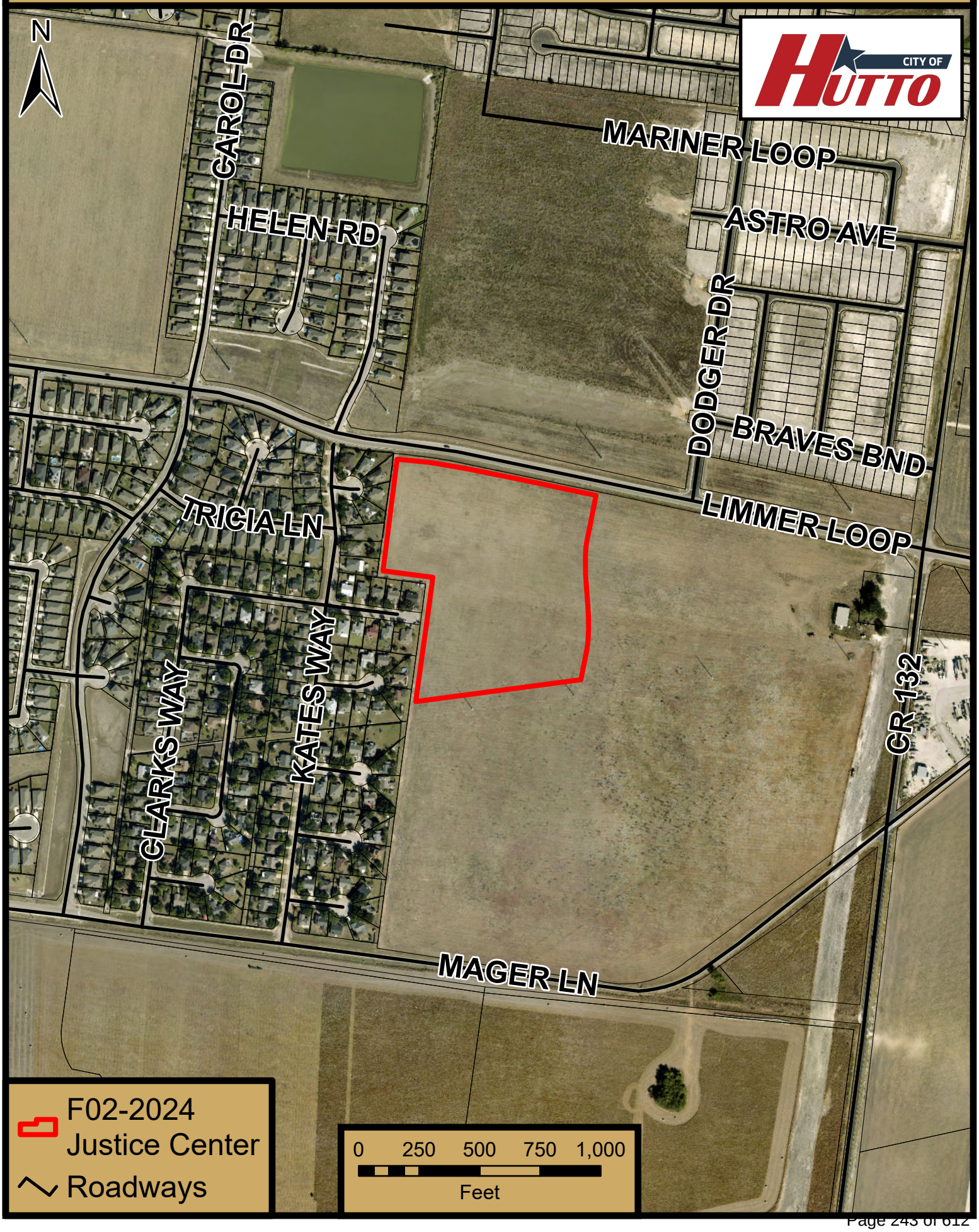
AGENDA ITEM REPORT
9.4.

Account Number: 33-040-230-6708
Account Name: F02 Justice Center
Debt Proceeds: $5,000,501
Proceeds Available: $3,436,351
Requested Amount: $29,985 (geotechnical)
Proceeds Remaining: 3,406,366

ATTACHMENTS:

1. F02_2024_Justice_Center_map
2. 20260508 Hutto RES Justice Ctr PSA Arias
3. FINAL Hutto Template - PSA_9.3.2025- 9 - For Return 5-11-26
4. 2026-05-07 GeoProposal
5. Form 1295 Certificate_Redacted

F02-2024 Justice Center



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN INDIVIDUAL PROJECT ORDER BETWEEN ARIAS & ASSOCIATES, INC., AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $29,985 FOR GEOTECHNICAL SERVICES FOR THE JUSTICE CENTER PHASE 1 (CIP F02-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE INDIVIDUAL PROJECT ORDER; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of $29,985.00, in accordance with the Master Service Agreement for Geotechnical Engineering services executed between the City of Hutto and Arias & Associates, Inc. on September 3, 2025; and

WHEREAS, the IPO provides for Geotechnical Services for the Justice Center Phase 1 project (CIP F02-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the IPO, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR THE DESIGN

SERVICES OF Justice Center – Phase 1 PROJECT

(PROJECT NUMBER F02-2024)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Arias & Associates, Inc.

12581 Pond Springs Road, Suite 210

Austin, Texas 78613

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **GEOTECHNICAL ENGINEERING SERVICES** set forth herein in connection with the above designated Project for City.

ARTICLE I DEFINITIONS;
INTERPRETIVE

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.

1.2 "City" means City of Hutto, Texas.

1.3 “Compensation” means amounts paid for services under this Agreement.

1.4 "Consultant" means Arias & Associates, Inc. (Arias) and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.

1.5 "Director" means the Hutto City Manager or his/her designee.

1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.

1.7 "Plans and Specifications" means the construction documents.

1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.

1.9 "Proposal" means Consultant's Proposal to provide services for this Project.

1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.

1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II
COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed Twenty-Nine Thousand, Nine Hundred, Eighty-Five **DOLLARS, ($29.985.00).** The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses**. City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1"**).

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub- Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1"** hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

3.4.2.1 delays in the performance of Consultant's work;

3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;

3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;

3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;

3.4.2.5 damage to City; or

3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.

3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.

3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement and covenants to use Consultant's best professional effort, skill, judgment, and abilities in performing the Services, and to further the interests of City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with good professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any others who have acted in reliance thereon.

4.2 Consultant shall provide Professional Services and include in its Scope of Services all associated services required such that the Project can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3"** and as described in this **Article IV**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design

Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in **"Exhibit 3"** hereto and as described in this **Article IV.**

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City's General Conditions, attached hereto, incorporated by reference herein and labeled as "**Exhibit 4"**.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as **"Exhibit 3"**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in **"Exhibit 1"** hereto.

ARTICLE V
TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the HuttoCity Council and its execution by both parties.

5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly

extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI
(RESERVED)

ARTICLE VII
COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII
REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in "**Exhibit 3"** hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X
TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate**. City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20^{th}) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI
CONSULTANT'S WARRANTY

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

ARTICLE XIV
INSURANCE REQUIREMENTS

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII) except for Professional Liability coverage which may be A-V, in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of $1,000,000 per occurrence; $1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. $100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

14.4 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

14.5 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records ActAct or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

14.6 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV
INDEMNIFICATION

15.1 Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI
CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages**. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 Alternative Dispute Resolution.

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 **Requirement for Senior Level Negotiations.** Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in WilliamsonCounty, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

ARTICLE XVII
SEVERABILITY

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII
INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10)%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX
CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the

City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 **No Boycott of Israel; No Terrorist Organization.**

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT 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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.5 **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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 **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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

ARTICLE XX
STANDARD OF CARE/LICENSING

20.1 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

20.2 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI
RIGHT OF REVIEW AND AUDIT

21.1 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

21.2 City agrees that it will exercise the right to audit, examine or inspect Consultant’s records only during City’s regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

21.3 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII
VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV
NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto

Attention: City Engineer
500 West Live Oak
Hutto TX 78634

(512) 759-4933

Patricia.Davis@HuttoTX.gov

If intended for Consultant, to:

Arias & Associates, Inc.

Attention: John Landwermeyer, P.E.
13581 Pond Springs Road, Ste 210
Austin, TX 78729

(512) 428-5550

jlandwermeyer@ariasinc.com

ARTICLE XXV
INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

ARTICLE XXVI
CAPTIONS

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of John Landwermeyer, thereunto authorized by Arias & Associates, Inc. does now sign, execute and deliver this document.

Executed on this_____day of _____, A. D._____.

CITY OF HUTTO

_____
James Earp
CITY MANAGER

Arias & Associates, Inc. (FIRM)

By: _____
John S. Landwermeyer
Managing Principal, Austin Ops
Title

APPROVED:

_____
CITY ATTORNEY

EXHIBIT 1
INDIVIDUAL PROJECT ORDER

PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES

In accordance with Agreement for On Demand Services Geotechnical Services Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
   a. Project Number: CIP F02-2024
   b. Owner: City of Hutto
   c. Vendor: Arias & Associates, Inc. (Arias)

Specific Project (title): Justice Center – Phase 1

1) Scope of services for **Arias** will include the following services (Refer to Attached A for Full Services Detail

   a. Services

2) Fee: NTE $29,985.00

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
TOTAL				

3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to City Engineer via email by **10-03-23** **(two Fridays before City Council Agenda date)**, at 12PM CST.

Point of Contact
Richard Rodriguez
Field Services Manager
Richard.Rodriguez@huttotx.gov
512-759-4930

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order ("IPO") and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated 9-3-2025 shall remain in full force in effect.

EXHIBIT 2

SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

May 7, 2026
Arias Project No. 2026-256

Ms. Dana Phillips
City of Hutto
500 W Live Oak Street
Hutto, TX 78634

VIA Email: Dana.Phillips@HuttoTX.gov

RE: **Proposal for Geotechnical Engineering Services**
CIP F02-2024 Justice Center – Phase 1
Limmer Loop,
Hutto, TX

Dear Mr. Patel,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided to us by PBK, including a Site Plan showing the site location and the proposed development. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

Phase 1 of the proposed project includes the construction of a new 45,500-SF two-story (33,00 SF on level one) Police Department Building, a 7000 SF one story asset building, and associated site improvements for the new Hutto justice center site located a 16-acre parcel on Limmer Loop in Hutto, TX. Associated paving includes light duty (parking), medium duty (drives and firelane), heavy (dumpster pads and pavement in front of dumpster), and a four-lane divided Minor Arterial Street. Both rigid and flexible pavements will be considered. Stormwater detention ponds are also planned.

Plans for future Phase 2 (by others) include additional buildings and associated site improvements.

Structural loading has not been provided to us for this proposal. Based on our experience, we anticipate that the buildings will be lightly loaded with column loads less than 100 kips and wall loads less than 5 kips per linear foot. While site grading is not available, we anticipate the final site grading will be within 2 feet of the existing site grades.

Based on the aerial review available, the site is a relatively flat, undeveloped land with existing grasses and sparse vegetation scattered throughout the site. Arias will not be responsible for creating access for the drilling equipment. We understand that the client will provide free access to the site.

If any of this information is incorrect, we should be contacted immediately in order to review and revise our proposal as necessary.

Proposed Borings

Based on published geologic mapping and nearby experience, the project site is underlain by High Gravel Deposits (Qhg), further underlain by Taylor Clay (Knt). Proposed soil borings and depths for the referenced project are shown in the following table:

Item	No. of Borings	Boring Depth ea. (ft.)	Drilling Footage
Building	**4**	35	155
Pavement	4	**15**	60
Detention Pond	2	20	40
		Total (ft)	**225**

Proposed Scope of Services

Arias proposes the following geotechnical services for the project:

1. Once the planned borings have been field located, we will contact Texas 811 One Call service in order to locate and mark public utilities. We have assumed that the client will assist with the coordination and planning to avoid any known private utilities that may be located in the project area. We are not responsible for locating unmapped private utilities located outside of the Texas 811 One Call public utility right-of-way.

2. Boring locations will be established using a hand-held GPS device, accurate to about 10 feet horizontally. Approximate elevations will be obtained from Google Earth Pro. Our scope of work will not include any survey work.

3. Our scope of work will include a total of eight (8) borings drilled and sampled to the maximum depth as shown in the table above. Arias will retain a subcontract driller with a truck-mounted rig to perform the drilling and sampling. Subsurface materials will be sampled with either a split barrel sampler while performing the Standard Penetration Test (SPT), (ASTM D1586), or with a thin-walled Shelby Tube Sampler (ASTM D1587). Recovered soils will be visually classified in the field.

4. If groundwater is encountered, the groundwater levels within the open borehole will be recorded during and immediately after drilling. The borehole will be backfilled with soil cuttings after completion of the drilling operations. Excess soil and rock cuttings will be randomly dispersed on the jobsite.

5. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, unconfined compression strength

tests, and pressure-swell. The actual laboratory program will depend upon the type of soil and/or rock encountered.

6. An electronic copy (pdf format) of our formal engineering report prepared by a Licensed Texas Professional Engineer will be issued that will include:
    - Description of the laboratory testing program;
    - Description of the field exploration program;
    - Soil boring plan that depicts borehole location;
    - Soil boring log with soil classifications based on the Unified Soil Classification System (ASTM D 2487) with a chart illustrating the soil classification criteria and the terminology and symbols used on the boring log;
    - Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored location;
    - Site Class Determination based on the 2021 IBC;
    - Site preparation recommendations and construction considerations to aid in mitigating expansive soils to help reduce the design PVR to 1” during and after construction;
    - Geotechnical design criteria for shallow stiffened slab-on-grade foundations including BRAB and WRI design parameters;
    - Drilled shaft recommendations for column loads;
    - Detention Pond slope requirements and recommendations for clay liners, if required;
    - Flexible and rigid pavement recommendations for the proposed pavements; and
    - General earthwork and construction recommendations.

Our report will not include providing and/or conducting local or global stability analyses for retaining walls, shoring systems, or slopes, nor will it include environmental services of any kind.

CoMET Services

Please be advised that Arias can perform Construction Materials Engineering and Testing (CoMET) services for this project. If requested, we would be pleased to provide a scope of work and fee for these services.

Proposed Fee

We propose that the fee for the performance of the scope of work for the referenced project as previously described herein be a lump sum cost of **$29,895.**

Arias services will be performed as outlined in our Professional Services Agreement. We will submit monthly progress billing during the course of our study; invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e., site mobilization of geotechnical field-testing equipment and personnel, completion of field work and laboratory testing, engineering

analysis, report preparation, etc.).

We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, and that no clearing or special permission will be needed for access. We understand that the client will provide free access to the site. Our borings will be performed in an area that can be accessed and drilled with a conventional truck-mounted drill rig without the need for any site clearing, grading, site restoration, or any other required special activities. Time and efforts for clearing or remobilizing have not been included in our proposed scope and fee. Time and effort for obtaining any type of permit have also not been included in our proposed scope and fee. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, meetings and supplemental letters will be billed according to the Unit Rates on the attached breakdown.

Schedule

The following anticipated schedule of services was developed based on our understanding of the proposed project and our experience with similar projects:

- Staking boring locations and clearing utilities is expected to take two (2) weeks.
- The field exploration can typically begin about one (1) week after receiving written authorization (signed proposal) and the existing on-site utilities locates are completed.
- Field drilling and sampling is expected to take four (4) days to complete (weather permitting).
- The geotechnical laboratory testing should take approximately one (2) weeks to complete.
- The final Report will be completed within approximately two (2) weeks of completing the lab testing.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail, or email to mahima.upreti@ariasinc.com. If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact us. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

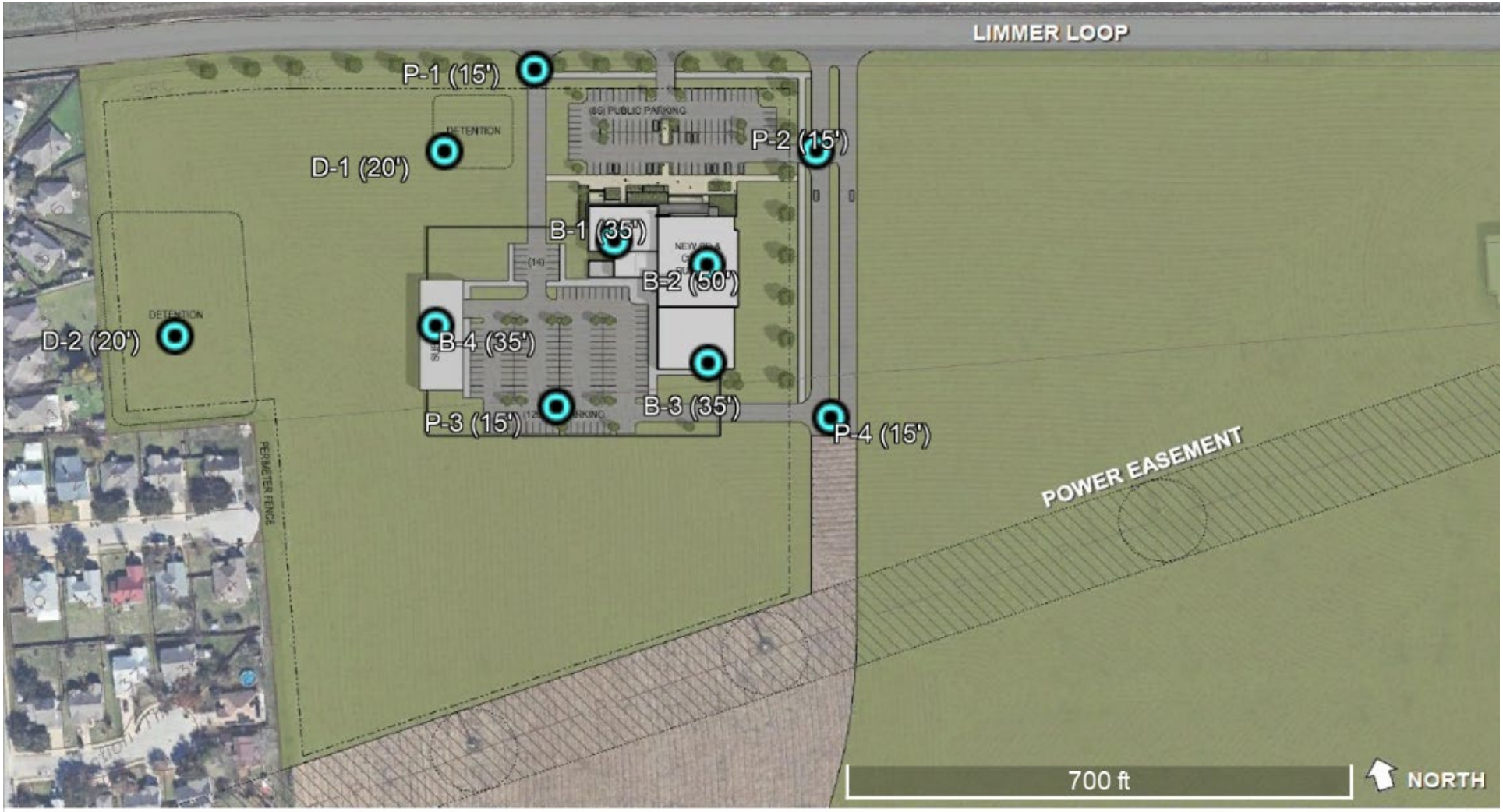
ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32

Mahima Upreti, E.I.T.
Geotechnical Engineer

John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Encl: Exhibit A – Boring Location (Site Plan)
Exhibit B – Geotechnical Cost Estimate

Exhibit A – Boring Location Plan
2026-256 CIP F02-2024 Justice Center
Hutto, Texas



SITE PLAN – PHASE 1

Exhibit B - Geotechnical Cost Estimate
2026-256 CIP F02-2024 Justice Ctr
Hutto, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1	**Field Exploration**				
1.1 Planning and Coordination					
	Engineer in Training (One-Call, Drilling Plan)	8	hr	$ 125.00	$ 1,000.00
	Engineering Technician I (Geo. Logger) (Staking Borings)	8	hr	$ 80.00	$ 640.00
	Support Truck (Arias)	2	ea	$ 55.00	$ 110.00
	Senior Geotechnical Engineer	2	hr	$ 195.00	$ 390.00
	Principal Project Manager	1	hr	$ 230.00	$ 230.00
				1.1 Subtotal	**$ 2,370.00**
1.2 Drilling and Sampling					
	Rig Mobilization, Truck-mounted Rig only	1	ea	$ 550.00	$ 550.00
	Soil Boring	255	ft	$ 30.00	$ 7,650.00
	Borehole Backfilling	255	ft	$ 8.00	$ 2,040.00
	Support Truck (Water Truck)	4	day	$ 200.00	$ 800.00
	Engineering Technician I (Geo. Logger)	40	hr	$ 80.00	$ 3,200.00
	Support Truck (Arias - Logger)	4	ea	$ 55.00	$ 220.00
				1.2 Subtotal	**$ 14,460.00**
				Field Exploration TOTAL:	**$ 16,830.00**
2	**Laboratory Soil Testing**				
2.1 Arias Laboratory					
	Moisture Content (ASTM D2216)	20	ea	$ 20.00	$ 400.00
	Atterberg Limits (ASTM D4318)	20	ea	$ 85.00	$ 1,700.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	20	ea	$ 85.00	$ 1,700.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	8	ea	$ 75.00	$ 600.00
	Pressure Swell (ASTM D4546)	3	ea	$ 250.00	$ 750.00
	Soil-Lime Series, pH Method (TEX-121-E, Part III)	2	ea	$ 370.00	$ 740.00
	Soluble Sulfate (TEX 145-E)	2	ea	$ 55.00	$ 110.00
	Engineer in Training	3	hr	$ 125.00	$ 375.00
				Laboratory Testing TOTAL:	**$ 6,375.00**
3	**Engineering and Reporting**				
	Senior Geotechnical Engineer	12	hr	$ 195.00	$ 2,340.00
	Geotechnical Engineer	8	hr	$ 150.00	$ 1,200.00
	Engineer in Training	24	hr	$ 125.00	$ 3,000.00
	Administrative Assistant I	2	hr	$ 75.00	$ 150.00
				Engineering TOTAL:	**$ 6,690.00**
	Project Total				**$ 29,895.00**

EXHIBIT 3

GENERAL CONDITIONS FOR CITY OF HUTTO CONSTRUCTION CONTRACTS

EXHIBIT "A" FORM MSA

GEOTECHNICAL ENGINEERING MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND ARIAS & ASSOCIATES, INC.

THIS GEOTECHNICAL ENGINEERING MASTER SERVICES AGREEMENT, (the "Agreement"), is executed this _____day of _____, 2025 by and between the City of Hutto, Texas (the "City") and Arias & Associates, Inc. ("the Consultant").

RECITALS

The City and Arias & Associates, Inc. desire to set forth the general terms and conditions whereby Arias & Associates, Inc. , a Texas S corporation or an affiliated company thereof will be engaged to provide professional consulting services on one or more Architecture and Landscape Architecture projects with respect to each engagement (the "Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Arias & Associates, Inc. the IPO shall incorporate the terms and conditions of this Agreement as if the affiliated company were a Party to this Agreement. As used herein, "Consultant" shall refer to Arias & Associates, Inc. or an affiliated company executing an IPO. Consultant shall provide a list of affiliated companies to the City and keep that list current through the life of this Agreement, including any extension hereof.

AGREEMENT

(1) Scope of Services and Additional Services Agreement.

The undertaking of the Consultant to perform professional services under this Agreement extends only to the services and costs set forth in Attachment "A" and/or a specific IPO as to any specific Project ("the Services"). However, if requested in writing by the City and agreed in writing by the Consultant, the Consultant shall perform Additional Services not to exceed Fifty Thousand Dollars, ($50,000.00), which shall be governed by this Agreement unless otherwise agreed to in writing in an Additional Services Agreement approved by the Hutto City Council. The City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses attributable solely to a Project for Additional Services including telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Other direct expenses will be billed at 1.00-times cost (passed through without markup). All Additional Services shall be in writing and subject to 6(e). Non-Appropriation and Fiscal Funding. The City Manager or designee shall have the authority to

execute the IPO and Additional Services Agreement provided that funds are available and budgeted in Fiscal Year 2025/2026 and 2026/2027.

(2) City's Responsibilities.

In addition to other responsibilities imposed on the City elsewhere in this Agreement or imposed by law, the City shall have the following responsibilities:

a) Designate in writing a person to act as the City's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions other than changes in the scope of Services, expiration date of this Agreement, authorization of an IPO, or changes in payment terms.

b) Provide to Consultant all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

c) Assist Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

d) Furnish the following to Consultant, as required for performance of Consultant's Services (except to the extent provided otherwise in the relevant IPO):

(1) data prepared by or services of others, including without limitation borings, probings, subsurface explorations, hydrographic surveys, laboratory tests, inspection of samples, materials, and equipment;

(2) appropriate professional interpretations of all of the foregoing from a duly licensed and/or registered professional qualified to render such interpretation if licensure or registration is required by law;

(3) environmental assessments and impact statements;

(4) property, boundary, easement, right-of-way, topographic and utility surveys;

(5) property descriptions;

(6) any zoning, deed, and other land use restrictions; and

(7) other special data or consultations; all of which Consultant may use and rely upon.

e) Provide Consultant with surveys necessary to establish reference points for construction (except to the extent provided otherwise in the relevant IPO).

f) Arrange for access to and make all commercially reasonable provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services, unless acquiring an easement in or commencing any condemnation of private property would be necessary to obtain access.

g) Examine, review, and opine on, or cause be examined, reviewed, and opined on by a duly licensed and/or registered professional qualified to render such examinations, reviews, and opinions, if licensure or registration is required by law, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination, review, and opinion, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay Consultant Services. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents reasonably promptly unless the delay is due to defects or omissions in the Consultant's submissions.

h) Furnish approvals and permits for all government authorities having jurisdiction and permits for all government authorities having jurisdiction over the Project to the extent the City is entitled to such approvals and permits, and such approvals and consents from others as may be necessary for the completion of the Project, if available on commercially reasonable terms.

i) Provide or cause to be provided by qualified professionals to Consultant such accounting, independent cost estimating and insurance consulting as the City may require.

j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the Consultant's duty to notify the City's representative of such.

l) Follow appropriate City procedures to request the City to bear all costs incidental to compliance with the requirements of this paragraph.

(3) Consultant's Rights and Responsibilities

In addition to other responsibilities described in this Agreement or imposed by law, the Consultant shall have the following responsibilities:

a) Independent Contractor.

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

(1) Consultant has the right to perform services for others during the term hereof.

(2) Consultant has the sole right to control and direct the means, manner and method by which Services required by this Agreement will be performed.

(3) Consultant has the right to hire subcontractors, or to use its employees to provide the Services required by this Agreement.

(4) Consultant or its employees or subcontractors shall perform Services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

(5) Neither Consultant, its employees, nor its subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

(6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the Services required by this Agreement.

(7) Neither Consultant, its employees, nor its subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, workers compensation, or other employee benefit plan of the City.

b) Give prompt written notice to the City's representative whenever the Consultant observes or otherwise becomes aware of any development that affects the scope, timing, or payment of or for Consultant's services, or any defect or nonconformance in any aspect of the Project, without prejudice to the City's duty to notify the Consultant of such.

(4) Period of Services.

a) This Agreement expires on the end of the sixth calendar month following final acceptance by the City of all Projects procured under this Agreement unless the

Parties agree in writing before said expiration date to a different expiration date by way of an Amendment.

b) The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Projects through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended, and compensation increased, as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(5) Compensation for Services.

a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

b) The City shall pay the Consultant an amount based upon the Consultant's latest hourly rates as reported in the latest written schedule to be provided by the Consultant of employee rates by name or title who is to participate in providing Services, (the "Schedule") or unless otherwise stated in an IPO.

c) City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

(1) Travel outside Austin Metropolitan Service Area (AMSA) only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

(2) Mailing, courier services and copies of documents requested by City in writing in excess of the copies are to be provided under Section 5 of this Agreement. These costs, if any, shall not exceed the amount noted herein,

without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

(3) Preparation, production, reproduction, and transmittal of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Section 5 of this Agreement. These costs shall not exceed the amount noted herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

(4) City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

(5) As an exception to the method for notice, provided in writing described in Section 5, this may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

(6) Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

d) **Sub-Consultant Work**. City will not pay a markup to Consultant for Sub-Consultant work.

e) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question or Schedule. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall not be the liability of the City.

(6) Prompt Payment Act.

a) In accordance with Texas Government Code Chapter 2251 (the "Prompt Payment Act"), invoices shall be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt and should include the invoice number and project number. Interest will be added to accounts not paid within thirty (30) days of the City's receipt of Consultant's invoice at the rate provided for by the Prompt Payment Act beginning on the 31st

day. If the City fails to make any payment that is not disputed with the above timeframe as provided for in the Prompt Payment Act, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full. Due dates and interest assessments for payment will be adjusted to conform to any relevant future amendments or supersession of the Prompt Payment Act.

b) If the City relies on payment or proceeds from a third party to pay Consultant, and City does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

c) If the City disputes any charge in an invoice, the City shall notify the Consultant in writing providing the details of the dispute within twenty-one (21) days of receipt of the invoice. If the City disputes a portion of the invoice, payment for the undisputed portion shall be due in accordance with paragraph 6(a).

d) If the Consultant initiates legal proceedings to collect payment to the prevailing Party may recover its actual and reasonable attorneys' fees, experts' fees, and court costs.

e) Non-appropriation and Fiscal Funding.

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

(7) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant in rendering Services, (the "Documents") are related exclusively to the Services described in this Agreement. The Documents are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Documents not containing an electronic seal are provided for the convenience of the City, and use of the Documents is at the City's sole risk. In the case of any defects in the Documents or any discrepancies between the Documents and the hardcopy of the Documents prepared by the Consultant, the hardcopy of the Documents shall govern. Data stored in electronic media

format may deteriorate or may be modified without the Consultant's authorization. The City has sixty (60) days from the date of receipt of the Document to perform acceptance tests.

(8) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications of Consultant and represent Consultant's reasonable judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by the Consultant. The City may employ an independent cost estimator to determine estimated costs.

(9) Termination.

a) The obligation to provide further services under this Agreement may be terminated for convenience or for default by either Party upon seven (7) calendar days' written notice.

b) If Consultant defaults in performance of this Agreement and if the City terminates this Agreement for such default, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other relevant factors will affect the value to the City of the work performed at the time of default.

c) Consultant shall not be entitled to any consequential damages nor lost or anticipated profits for work when an Agreement is terminated hereunder.

(10) Insurance.

a) The Consultant at Consultant's sole cost shall provide Workers' Compensation insurance as required by law, professional liability insurance, and general liability insurance in the amount of One-Million Dollars, ($1,000,000.00). If the City directs the Consultant to obtain increased insurance coverage, the Consultant shall obtain such additional insurance if available at the City's expense as agreed to in an Additional Services Agreement or IPO.

b) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance on an occurrence basis with no burn-off in the minimum amount of one million dollars ($1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within

five (5) business days of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, and the policy will require the insurance company to give the same notice to the City.

c) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement for the Consultant provided such coverage is necessary for subconsultant's work.

d) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance. City shall also be entitled upon request and without expense to obtain from the Consultant true and complete copies of all insurance policies required by this Agreement or by Additional Services Agreement or IPO.

e) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

(2) Terms "the City" or "the City of Hutto" shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto.

(3) Consultant and the City mutually waive subrogation rights each may have against the other for loss or damage, to the extent same is covered by the proceeds of insurance.

f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

h) Each policy shall require that notices required by 10(b) be sent to:

City Manager or City Manager Designee
500 W. Live Oak Street
Hutto, Texas 78634
Matt.Rector@HuttoTX.gov

(11) Standard of Care and Warranty

a) The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by professional engineers performing the same or similar professional services in the same locality at the time the professional services are provided. Consultant shall re-perform any work not in compliance with this warranty. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

b) If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

c) Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out of state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

(12) Release, Indemnification, Hold Harmless and Defense

a) **TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT, AND CONSULTANT'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, AND CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER POTENTIAL OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF CONSULTANT, INCLUDING THE NEGLIGENCE OF CONSULTANT OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT. CONSULTANT SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST**

CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, THE CONSULTANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO CONSULTANT'S OWN PERCENTAGE OF RESPONSIBILITY. CONSULTANT'S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY. FOR ALL PROFESSIONAL LIABILITY CLAIMS, THE DEFENSE PROVISION ABOVE SHALL BE INTERPRETED AS INDEMNIFICATION AFTER ADJUDICATION.

b) The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants and employees. Consultant shall advise the City in writing within twenty-four (24) hours after Consultant learns of any claim or demand against the City or Consultant related to or arising out of Consultant's activities under this Agreement.

c) Consultant shall not settle any claim against the City or against any entity or individual indemnified under this Article without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Consultant to handle any litigation within the scope of this Article and to receive reasonable notice of Consultant's choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Article at the City's own expense and at no expense to Consultant.

d) Any and all claims against the City or other entity or person indemnified hereunder by Consultant, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant.

e) Should any of Consultant's services not conform to the requirements of this Agreement, then the City shall provide written notification of nonconformity to Consultant and provide a reasonable cure period; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth by the City, then this Agreement may be terminated for default.

f) In no event will Consultant be liable for any loss, damage, cost or expense attributable solely to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

g) Consultant shall not be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (excluding the negligence of

Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to providing professional services in accordance with this Agreement.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions in rendering any Services. Consultant's Services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its Services.

(15) Construction Phase Services.

a) If the Consultant's services include the preparation of documents to be used for construction and the IPO provides that the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the Documents and for construction, observation, connected thereto.

b) If the IPO provides that Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's construction phase services will be for the purpose of providing the City a written report that the completed work of its contractors conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in the IPO. The City

agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for the means and methods of job site safety; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant except as expressly provided in insurance policies required by (10) Insurance, and in (12) Release, Indemnification, Hold Harmless and Defense, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party except to the extent of such insurance and indemnity provisions. The City shall not assign or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material. Confidential information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. Confidential information is subject to the Texas Public information Act.

(18) Miscellaneous Provisions.

a) Applicable Law; Enforcement: Venue.

This Agreement and any Additional Services Agreement and IPO is to be governed by the law of the State of Texas. Exclusive venue for any legal proceeding under this Agreement shall be in a court sitting in Williamson County, Texas, where the City's principal administrative offices are located. This Agreement and each executed Additional Services Agreement and IPO contain the entire and fully integrated agreement between the Parties regarding the respective the subject-matter thereof, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

b) Amendments

Except as provided in (1) Scope of Services, IPO or an Additional Services Agreement less than Fifty Thousand Dollars, ($50,000.00), this Agreement can be amended only by a written document executed by both the Consultant and the City.

c) Severability.

Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

d) Financial Interest Prohibited.

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required under this Agreement.

e) Exclusive Agreement.

The parties understand and expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

f) Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute informally but either Party may compel non-binding mediation with the help

of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

g) Force Majeure

Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; due to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters, pandemics or other casualties, strikes or other labor troubles, which render commercially impossible the performance under this Agreement by a Party.

h) Assignment

Consultant shall not sell, assign, pledge, transfer or convey any interest in this Agreement without the consent of the City Manager or designee. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee, or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Section 9 Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

(i) HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS

(1). 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 via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

(2) 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.

A. 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.

B. 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.

(j) Compliance

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, ordinances and regulations enacted at the time Consultant provided services under this Agreement or IPO pursuant to this Agreement.

(k) Legal authority

The signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions, and obligations herein contained.

(l) Parties Bound

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, Managers, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

(m) Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(n) Incorporation of Exhibits

EXHIBIT "A" FORM MSA

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF HUTTO, TEXAS	Arias & Associates, Inc.
BY: _____	BY: _____
James Earp, City Manager	John Landwermeyer Managing Principal, Austin Operations
DATE: _____	DATE: 8-14-2025

ATTEST:

_____

Laura Hallmark, City Secretary

EXHIBIT "A" FORM MSA

STATE OF TEXAS §

§

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned authority, this 14 day of August, 2025, by John Landwermeyer, as Managing Principal, Austin Operations on behalf of Arias & Associates, Inc.

HOLLY DEE THOMPSON
My Notary ID # 124810589
Expires January 30, 2028

Notary: Holly Dee Thompson
License Expires: Jan. 30 2028

VERIFICATION

STATE OF TEXAS §

§

COUNTY OF _____ §

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

Agent's Signature: _____

Printed Name: John Landwermeyer

Title: Managing Principal, Austin Operations

APPROVED AS TO FORM

_____

Dorothy Palumbo, Hutto City Attorney

Attachment A

Scope of Services

Statement of Qualifications dated May 30, 2025 on file in Office of the City Engineer

13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

May 7, 2026
Arias Project No. 2026-256

Ms. Dana Phillips
City of Hutto
500 W Live Oak Street
Hutto, TX 78634

VIA Email: Dana.Phillips@HuttoTX.gov

RE: **Proposal for Geotechnical Engineering Services**
CIP F02-2024 Justice Center – Phase 1
Limmer Loop,
Hutto, TX

Dear Mr. Patel,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided to us by PBK, including a Site Plan showing the site location and the proposed development. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

Phase 1 of the proposed project includes the construction of a new 45,500-SF two-story (33,00 SF on level one) Police Department Building, a 7000 SF one story asset building, and associated site improvements for the new Hutto justice center site located a 16-acre parcel on Limmer Loop in Hutto, TX. Associated paving includes light duty (parking), medium duty (drives and firelane), heavy (dumpster pads and pavement in front of dumpster), and a four-lane divided Minor Arterial Street. Both rigid and flexible pavements will be considered. Stormwater detention ponds are also planned.

Plans for future Phase 2 (by others) include additional buildings and associated site improvements.

Structural loading has not been provided to us for this proposal. Based on our experience, we anticipate that the buildings will be lightly loaded with column loads less than 100 kips and wall loads less than 5 kips per linear foot. While site grading is not available, we anticipate the final site grading will be within 2 feet of the existing site grades.

Based on the aerial review available, the site is a relatively flat, undeveloped land with existing grasses and sparse vegetation scattered throughout the site. Arias will not be responsible for creating access for the drilling equipment. We understand that the client will provide free access to the site.

If any of this information is incorrect, we should be contacted immediately in order to review and revise our proposal as necessary.

Proposed Borings

Based on published geologic mapping and nearby experience, the project site is underlain by High Gravel Deposits (Qhg), further underlain by Taylor Clay (Knt). Proposed soil borings and depths for the referenced project are shown in the following table:

Item	No. of Borings	Boring Depth ea. (ft.)	Drilling Footage
Building	**4**	35	155
Pavement	4	**15**	60
Detention Pond	2	20	40
		Total (ft)	**225**

Proposed Scope of Services

Arias proposes the following geotechnical services for the project:

1. Once the planned borings have been field located, we will contact Texas 811 One Call service in order to locate and mark public utilities. We have assumed that the client will assist with the coordination and planning to avoid any known private utilities that may be located in the project area. We are not responsible for locating unmapped private utilities located outside of the Texas 811 One Call public utility right-of-way.

2. Boring locations will be established using a hand-held GPS device, accurate to about 10 feet horizontally. Approximate elevations will be obtained from Google Earth Pro. Our scope of work will not include any survey work.

3. Our scope of work will include a total of eight (8) borings drilled and sampled to the maximum depth as shown in the table above. Arias will retain a subcontract driller with a truck-mounted rig to perform the drilling and sampling. Subsurface materials will be sampled with either a split barrel sampler while performing the Standard Penetration Test (SPT), (ASTM D1586), or with a thin-walled Shelby Tube Sampler (ASTM D1587). Recovered soils will be visually classified in the field.

4. If groundwater is encountered, the groundwater levels within the open borehole will be recorded during and immediately after drilling. The borehole will be backfilled with soil cuttings after completion of the drilling operations. Excess soil and rock cuttings will be randomly dispersed on the jobsite.

5. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, unconfined compression strength

tests, and pressure-swell. The actual laboratory program will depend upon the type of soil and/or rock encountered.

6. An electronic copy (pdf format) of our formal engineering report prepared by a Licensed Texas Professional Engineer will be issued that will include:
    - Description of the laboratory testing program;
    - Description of the field exploration program;
    - Soil boring plan that depicts borehole location;
    - Soil boring log with soil classifications based on the Unified Soil Classification System (ASTM D 2487) with a chart illustrating the soil classification criteria and the terminology and symbols used on the boring log;
    - Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored location;
    - Site Class Determination based on the 2021 IBC;
    - Site preparation recommendations and construction considerations to aid in mitigating expansive soils to help reduce the design PVR to 1” during and after construction;
    - Geotechnical design criteria for shallow stiffened slab-on-grade foundations including BRAB and WRI design parameters;
    - Drilled shaft recommendations for column loads;
    - Detention Pond slope requirements and recommendations for clay liners, if required;
    - Flexible and rigid pavement recommendations for the proposed pavements; and
    - General earthwork and construction recommendations.

Our report will not include providing and/or conducting local or global stability analyses for retaining walls, shoring systems, or slopes, nor will it include environmental services of any kind.

CoMET Services

Please be advised that Arias can perform Construction Materials Engineering and Testing (CoMET) services for this project. If requested, we would be pleased to provide a scope of work and fee for these services.

Proposed Fee

We propose that the fee for the performance of the scope of work for the referenced project as previously described herein be a lump sum cost of **$29,895.**

Arias services will be performed as outlined in our Professional Services Agreement. We will submit monthly progress billing during the course of our study; invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e., site mobilization of geotechnical field-testing equipment and personnel, completion of field work and laboratory testing, engineering

analysis, report preparation, etc.).

We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, and that no clearing or special permission will be needed for access. We understand that the client will provide free access to the site. Our borings will be performed in an area that can be accessed and drilled with a conventional truck-mounted drill rig without the need for any site clearing, grading, site restoration, or any other required special activities. Time and efforts for clearing or remobilizing have not been included in our proposed scope and fee. Time and effort for obtaining any type of permit have also not been included in our proposed scope and fee. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, meetings and supplemental letters will be billed according to the Unit Rates on the attached breakdown.

Schedule

The following anticipated schedule of services was developed based on our understanding of the proposed project and our experience with similar projects:

- Staking boring locations and clearing utilities is expected to take two (2) weeks.
- The field exploration can typically begin about one (1) week after receiving written authorization (signed proposal) and the existing on-site utilities locates are completed.
- Field drilling and sampling is expected to take four (4) days to complete (weather permitting).
- The geotechnical laboratory testing should take approximately one (2) weeks to complete.
- The final Report will be completed within approximately two (2) weeks of completing the lab testing.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail, or email to mahima.upreti@ariasinc.com. If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact us. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

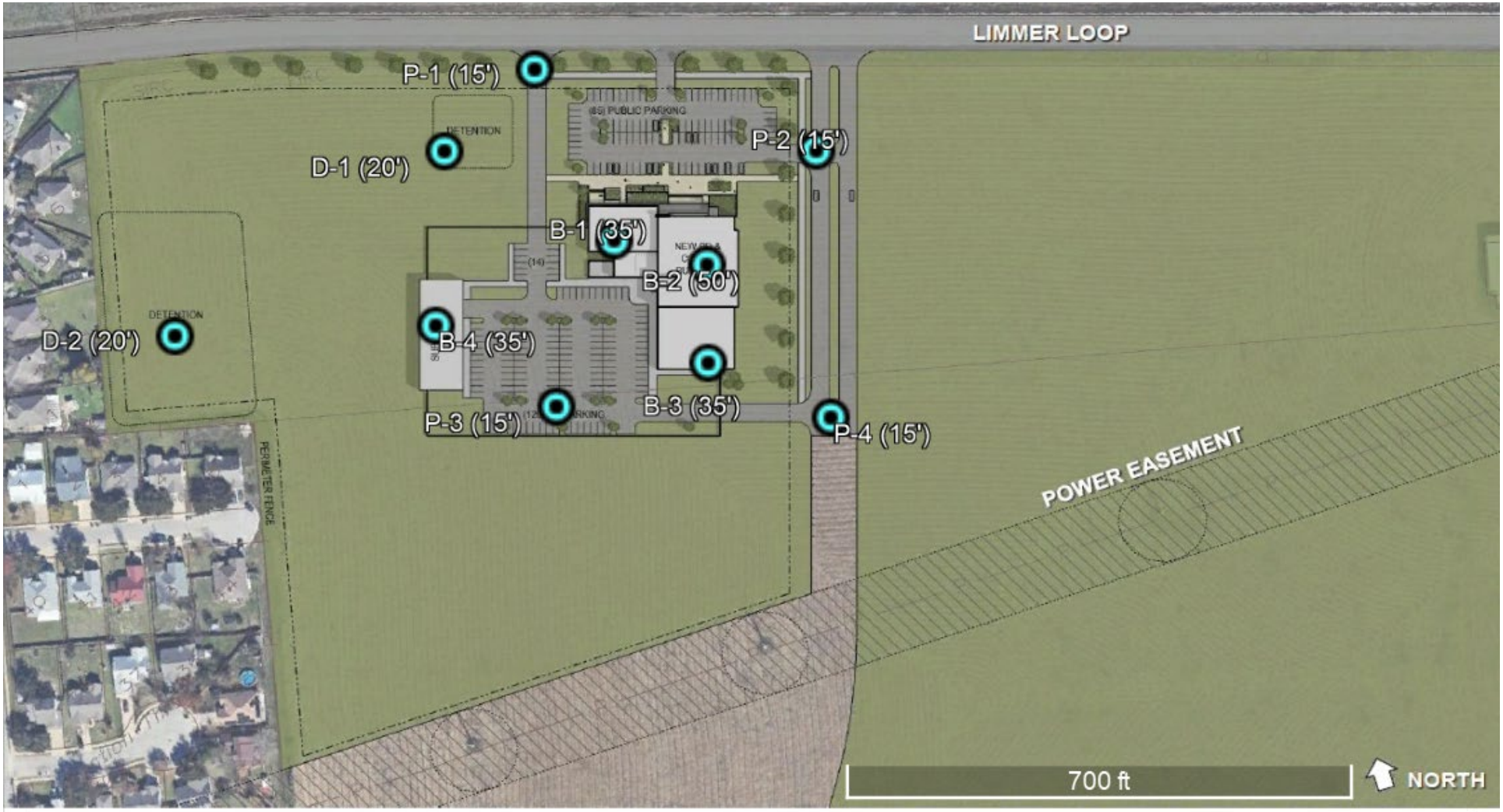
ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32

Mahima Upreti, E.I.T.
Geotechnical Engineer

John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Encl: Exhibit A – Boring Location (Site Plan)
Exhibit B – Geotechnical Cost Estimate

Exhibit A – Boring Location Plan
2026-256 CIP F02-2024 Justice Center
Hutto, Texas



SITE PLAN – PHASE 1

Exhibit B - Geotechnical Cost Estimate
2026-256 CIP F02-2024 Justice Ctr
Hutto, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1	**Field Exploration**				
1.1 Planning and Coordination					
	Engineer in Training (One-Call, Drilling Plan)	8	hr	$ 125.00	$ 1,000.00
	Engineering Technician I (Geo. Logger) (Staking Borings)	8	hr	$ 80.00	$ 640.00
	Support Truck (Arias)	2	ea	$ 55.00	$ 110.00
	Senior Geotechnical Engineer	2	hr	$ 195.00	$ 390.00
	Principal Project Manager	1	hr	$ 230.00	$ 230.00
				1.1 Subtotal	**$ 2,370.00**
1.2 Drilling and Sampling					
	Rig Mobilization, Truck-mounted Rig only	1	ea	$ 550.00	$ 550.00
	Soil Boring	255	ft	$ 30.00	$ 7,650.00
	Borehole Backfilling	255	ft	$ 8.00	$ 2,040.00
	Support Truck (Water Truck)	4	day	$ 200.00	$ 800.00
	Engineering Technician I (Geo. Logger)	40	hr	$ 80.00	$ 3,200.00
	Support Truck (Arias - Logger)	4	ea	$ 55.00	$ 220.00
				1.2 Subtotal	**$ 14,460.00**
				Field Exploration TOTAL:	**$ 16,830.00**
2	**Laboratory Soil Testing**				
2.1 Arias Laboratory					
	Moisture Content (ASTM D2216)	20	ea	$ 20.00	$ 400.00
	Atterberg Limits (ASTM D4318)	20	ea	$ 85.00	$ 1,700.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	20	ea	$ 85.00	$ 1,700.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	8	ea	$ 75.00	$ 600.00
	Pressure Swell (ASTM D4546)	3	ea	$ 250.00	$ 750.00
	Soil-Lime Series, pH Method (TEX-121-E, Part III)	2	ea	$ 370.00	$ 740.00
	Soluble Sulfate (TEX 145-E)	2	ea	$ 55.00	$ 110.00
	Engineer in Training	3	hr	$ 125.00	$ 375.00
				Laboratory Testing TOTAL:	**$ 6,375.00**
3	**Engineering and Reporting**				
	Senior Geotechnical Engineer	12	hr	$ 195.00	$ 2,340.00
	Geotechnical Engineer	8	hr	$ 150.00	$ 1,200.00
	Engineer in Training	24	hr	$ 125.00	$ 3,000.00
	Administrative Assistant I	2	hr	$ 75.00	$ 150.00
				Engineering TOTAL:	**$ 6,690.00**
	Project Total				**$ 29,895.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1458304

Date Filed:
05/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arias & Associates, Inc.
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
F02-2024
Geotechnical Engineering Services for Justice Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hawkins, Amber	San Antonio, TX United States	X	
Arias, Jeremy	San Antonio, TX United States	X	
Arias, Eric	San Antonio, TX United States	X	
Arias, P.E., Robert	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John S. Landwermeyer, P.E., and my date of birth is [redacted].

My address is 13581 Pond Springs Road, Suite 210, Austin (city), TX (state), 78729 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 7th day of May (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.5.

To: City Council

Subject: Consideration and possible action on Resolution No. R-2026-120 approving Supplemental Agreement No. 3 to the Professional Services Agreement for Landscape Architecture Services between the City of Hutto and Studio 1619, in the amount of $19,840, for work related to the Emory Farms Archway project (T11-2023). (Kate Moriarty)

Meeting: Thursday, May 21, 2026
Department: City Manager /
Staff Contact: Kate Moriarty

ITEM SUMMARY:

In February 2025, Studio 1619 submitted a draft proposal for Supplemental Agreement No. 3 for additional landscape architecture services related to the Emory Farms project. City staff requested a fee schedule to accompany the draft agreement, which primarily addressed expanded bidding services and construction phasing/closeout services.

Studio 1619 proceeded with the services outlined in the draft supplemental, acting in good faith, despite the agreement not being fully executed and not having been presented to City Council for consideration. The consultant continued to provide bid-phase services and construction acceptance/close-out services for the City of Hutto and submitted invoices as work was completed.

To date, the City has received $19,840 in invoices associated with the draft Supplemental Agreement No. 3. Staff is seeking City Council approval to proceed with paying Studio 1619 for the work previously performed. This project has since been closed-out and there should be no additional invoices received from Studio 1619 on this project.

FISCAL NOTES:

Potential funding for this project could be as follows:

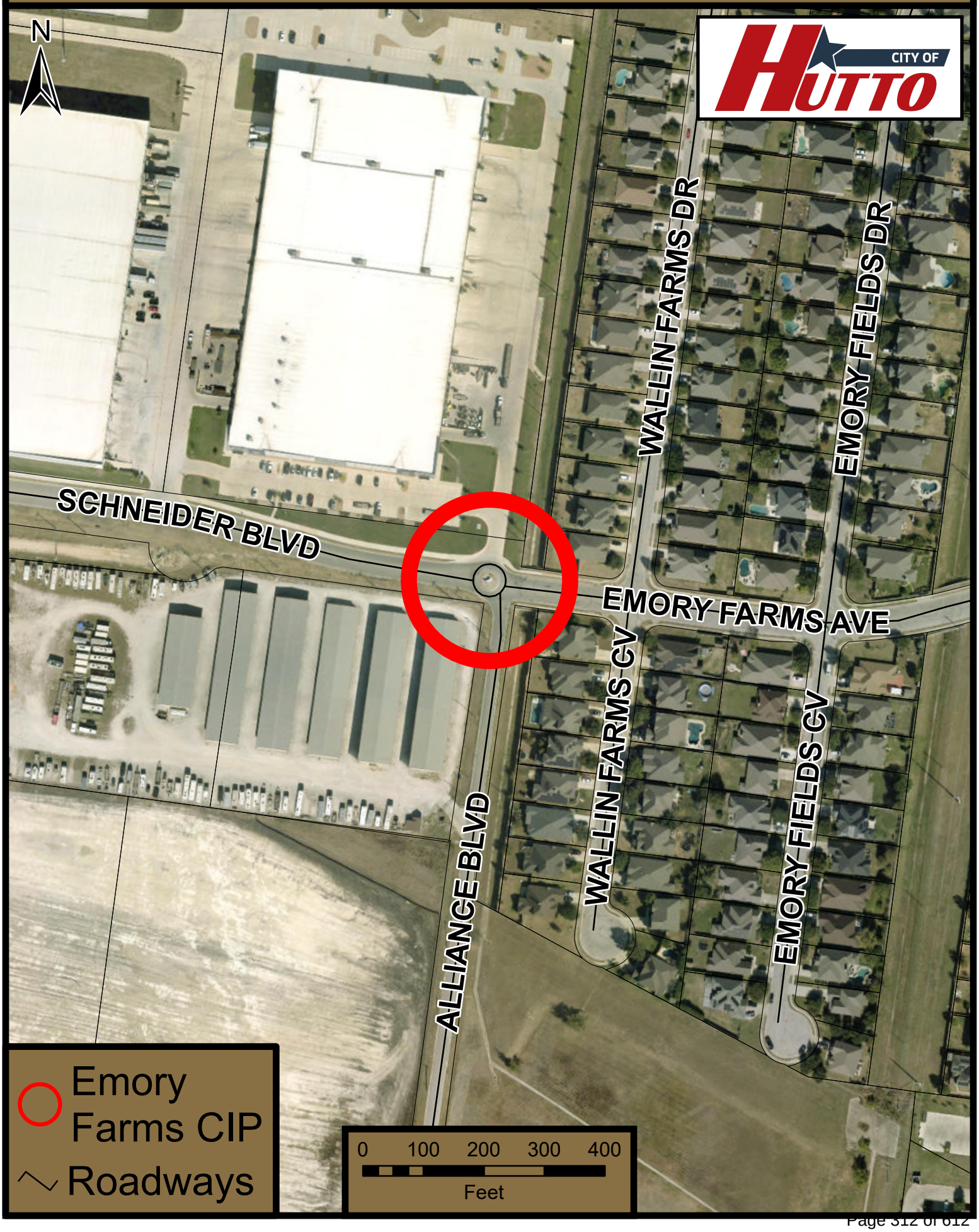
Transportation Improvement Fund (42)
Account Number: 42-040-060-6769
Account Name: T11 Emory Farms Archway
Projected Fund Balance: $4,641,966
Requested Amount: $19,840 (supplemental #3)
Ending Fund Balance: $4,622,126

AGENDA ITEM REPORT
9.5.

ATTACHMENTS:

1. EmoryFarms_Map
2. Hutto Res Suppl Agmt No 3 Emory Farms 051126
3. 22.912-01-SA03_CACO Services_Supplemental Agreement_2026.04.20
4. SA03_Emory Farm Fee Schedule_AttachmentA_2026.04.20
5. 2026.4.15_Studio1619ProposedSupp.3
6. Studio 16-19 LLC Form 1295 Certificate 101531519 (002)_Redacted

Emory Farms CIP



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING SUPPLEMENTAL AGREEMENT NO. 3 BETWEEN STUDIO 1619 AND THE CITY OF HUTTO, TEXAS IN THE AMOUNT OF $19,840 FOR LANDSCAPE ARCHITECTURE SERVICES FOR THE EMORY FARMS GATEWAY PROJECT (T11-2023); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Supplemental Agreement No. 3 ("Agreement") with Studio 1619, attached as Exhibit A and incorporated herein by reference, in the amount of $19, 840; and

WHEREAS, the City Manager approved the supplemental services in conjunction with the prior supplemental agreements; and

WHEREAS, the City Council desires to incorporate all of the final additional supplemental services into the Agreement and authorize the City Manager to execute the Agreement, attached as Exhibit A.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

studio 16:19™
from concept to community
designing outdoor spaces where life takes place

April 20, 2026

City of Hutto
James Earp
500 W Live Oak Street
Hutto, TX 78634
james.earp@huttotx.gov
(737)-361-8630

Re: **Emory Farms – Hutto, TX**
Supplemental Agreement 03 for Professional Landscape Architecture Services

Dear James:

We first want to say, 'Thank You' for the opportunity to collaborate on this project. Thus, we are submitting our proposed Supplemental Scope and Fee for Professional Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date, and experience and work completed on the Project.

Scope and Extent of Services:

Additional services include **expanded bid phase and construction phase services,** regarding the Project per the detailed Project Scope referenced herein.

Fee Arrangement:

Lump sum fee plus reimbursable-expense basis per the Fee Schedule herein for an estimated budget of $19,840.00.

Once you have had the opportunity to review the supplemental proposal, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**. If you concur with the Supplemental Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for sixty (60) days.

In witness whereof, the Client and Consultant have executed this Agreement.

Respectfully submitted,

studio 16:19 LLC **Date:** 04/20/2026

Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

Accepted by:

City of Hutto **Date:**

authorized representative title

printed name

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENTAL NUMBER 03

This Supplemental Agreement is made effective upon execution of this Agreement, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT (PSA), effective September 27, 2022 (the Agreement), between **studio 16:19, LLC**, (the "Consultant") and **The City of Hutto** (the "Client" and "Owner"), for **Emory Farms** (the "Project"). This Supplemental is made for the following purpose and is consistent with the terms defined in the Agreement for Additional Services for the addition of the proposed scope of work and compensation to the Basic Scope of Services:

supplemental services

section a :: scope of services

A.1 Supplemental Project Scope and Understanding

- Proposed Sub-Consultants to be retained by the Consultant for the Project to complete and deliver the proposed Scope of Work include:
  - Additional bid services beyond original scope of work as requested by the Client.
  - Construction phase services beyond anticipated scope of work as requested by the Client.

A.2 Scope of Services

In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project. The Consultant shall provide the following scope/ submittals/deliverables to the Client/ Client's Representative:

- **090 – Bid Phase Services –** coordination and oversight on bid and contractual items as requested by Client, Owner, or Contractor that included contract document preparation, bid coordination, bid scoring and tabulations, RFI responses and coordination, and Bid Tab reviews.
- **100 – Construction Phase Services –** coordination and oversight on scope items as requested by Client, Owner, or Contractor that could include but not be limited to RFI responses and coordination, shop drawing reviews, periodic meetings, or coordination with contractor on various issues that arise during the installation process as well as providing periodic check-ins to verify that the approved site development plans are being carried out per plans, notes, details, and specifications.

section b :: consultant compensation

B.1 Compensation

Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in the Agreement:

Refer to Fee Schedule "*Attachment A*"

* The Consultant may alter the compensation distribution between individual phases or tasks to be constant with the services actually rendered, within the contract maximum.

B.2 2024 Standard Hourly Rate Schedule (for additional services beyond Basic Services)

Managing Principal – Planner/Landscape Architect:	$ 215.00/hr.
Principal – Planner/Landscape Architect:	$ 175.00/hr.
Associate Principal – Planner/Landscape Architect:	$ 155.00/hr.
Director – Planner/Landscape Architect:	$ 135.00/hr.
Senior Associate – Planner/Landscape Architect:	$ 115.00/hr.
Associate – Planner/Landscape Designer:	$ 95.00/hr.
Administrative	$ 85.00/hr.

section c :: schedule

C.1 Project Schedule

The Consultant is prepared to provide the Professional Services in the most expedient and efficient manner possible – with adequate resources and personnel – to complete the work by the times specified. The Consultant may request, in writing, an extension of the Agreement time due to delays beyond their control. In the event that a deadline provided in this Agreement is not met by the Consultant, the Consultant shall provide the Client with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay.

ATTACHMENT A

FEE SCHEDULE

(see attached)

FEE SCHEDULE **ATTACHMENT A**

Emory Farms, Supplemental Agreement #3

Prepared by studio16:19, LLC (LANDSCAPE ARCHITECT) for City of Hutto (OWNER)

April 20, 2026

	Basic Services, SA01, & SA02 approved to date	studio16:19, LLC (s16:19)							SA03 s16:19	gessner	wgi	gessner	gessner	gessner	gessner	Contour
		PIC principal PLA	*SPM principal PLA*	*assoc. principal*	*director of design*	*senior associate*	*associate designer*	*project coordinator*		*civil*	*mep*	*structural*	*survey*	*traffic*	*geotech*	*tas/ada*
s16:19 Personnel Hourly Rates (2024)		*$215*	*$175*	*$155*	*$135*	*$115*	*$95*	*$85*								
010: PROJECT MANAGEMENT	***$ 8,450.00***								$ -							
total hours																
050: PLANNING & SCHEMATIC DESIGN (SD) PHASE	***$ 5,520.00***								$ -				$ 8,500		$ 4,500	
total hours																
060: DESIGN DEVELOPMENT (DD) PHASE	***$ 7,425.00***								$ -	$ 12,503	$ 5,250			$ 15,000		
total hours																
070: CONSTRUCTION DOCUMENTS (CD) PHASE/ SDP PACKAGE	***$ 15,685.00***								$ -	$ 20,838	$ 8,750	$ 2,500				$ 1,200
total hours																
090: BID PHASE SERVICES	***$ 5,520.00***								**$ 2,650**	$ 2,084	$ 875	$ 500				
total hours		2	4				16									
100: CONSTRUCTION PHASE SERVICES	***$ -***								**$ 17,190**	$ 6,250	$ 2,625					
total hours		12	34			12	66	12								
108: PROJECT CLOSE-OUT	***$ 2,300.00***								$ -							$ -
total hours																
SUB-CONSULTANT DIRECT COST	***$ 91,375.00***								$ -							
total hours																
REIMBURSABLE EXPENSES	***$ -***								$ -							$ -
PROFESSIONAL FEE (approved to date)	**$ 136,275.00**	**14**	**38**	**0**	**0**	**12**	**82**	**12**	**$ 19,840**	**$ 41,675**	**$ 17,500**	**$ 3,000**	**$ 8,500**	**$ 15,000**	**$ 4,500**	**$ 1,200**
TOTAL FOR SUPPLEMENTAL AGREEMENT #3	**$19,840**															

TOTAL PROFESSIONAL SERVICES (Basic Services, SA01, SA02, & SA0	**$156,115**

NOTES:

Total new scope dollars added for Project Sub-consultants totals: **$** -

studio 16:19™
design · collaborate · solve · impact

February 7, 2025

This supplemental is not the version put forth for city council consideration, this was the original agreement submitted to the City of Hutto for consideration

City of Hutto
Matt Rector, City Engineer
500 W Live Oak Street
Hutto, TX 78634
matt.rector@huttotx.gov
512.759.4025

Re: **Emory Farms - Hutto, TX**
Supplemental Agreement 03 for Professional Landscape Architecture Services

Dear Matt:

We first want to say, 'Thank You' for the opportunity to collaborate on this project. Thus, we are submitting our proposed Supplemental Scope and Fee for Professional Services, as we understand it to be. This proposal is based upon recent conversations and correspondence to date, and experience and work completed on the Project.

Scope and Extent of Services:

Additional services include **expanded bid phase and construction phase services,** regarding the Project per the detailed Project Scope referenced herein.

Fee Arrangement:

Lump sum fee plus reimbursable-expense basis per the Fee Schedule herein for an estimated budget of $26,950.00.

Once you have had the opportunity to review the supplemental proposal, please feel free to contact **studio 16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at **brent@studio1619.com** or by phone at **512.534.8680**. If you concur with the Supplemental Agreement, please sign in the place provided below and return a signed copy for formal execution. This Proposal is valid for sixty (60) days.

In witness whereof, the Client and Consultant have executed this Agreement.

Respectfully submitted,

studio 16:19 LLC **Date:** 02/07/2025

Brent A. Baker, PLA, ASLA, CLARB
principal partner + founder

Accepted by:

City of Hutto **Date:**

authorized representative title

printed name

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supplemental services

section a :: scope of services

A.1 **Supplemental Project Scope and Understanding**

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  - Construction phase services beyond anticipated scope of work as requested by the Client.

A.2 **Scope of Services**

In collaboration with the Client, Project Owner, and/or other Project Team Members, the Consultant will provide landscape architecture and planning services for the Project. The Consultant shall provide the following scope/ submittals/deliverables to the Client/ Client's Representative:

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section b :: consultant compensation

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Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined in the Agreement:

Refer to Fee Schedule "*Attachment A*"

* The Consultant may alter the compensation distribution between individual phases or tasks to be constant with the services actually rendered, within the contract maximum.

B.2 **2024 Standard Hourly Rate Schedule (for additional services beyond Basic Services)**

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Senior Associate – Planner/Landscape Architect:	$ 115.00/hr.
Associate – Planner/Landscape Designer:	$ 95.00/hr.
Administrative	$ 85.00/hr.

section c :: schedule

C.1 **Project Schedule**

The Consultant is prepared to provide the Professional Services in the most expedient and efficient manner possible – with adequate resources and personnel – to complete the work by the times specified. The Consultant may request, in writing, an extension of the Agreement time due to delays beyond their control. In the event that a deadline provided in this Agreement is not met by the Consultant, the Consultant shall provide the Client with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay.

Refer to Project Schedule "*Attachment B*"

ATTACHMENT A

FEE SCHEDULE

(see attached)

FEE SCHEDULE **ATTACHMENT A**

Emory Farms, Supplemental Agreement #3

Prepared by studio16:19, LLC (LANDSCAPE ARCHITECT) for City of Hutto (OWNER)

February 7, 2025

	Basic Services, SA01, & SA02 approved to date	studio16:19, LLC (s16:19)							SA03 s16:19	gessner	wgi	gessner	gessner	gessner	gessner	Contour
		PIC principal PLA	*SPM principal PLA*	*assoc. principal*	*director of design*	*senior associate*	*associate designer*	*project coordinator*		*civil*	*mep*	*structural*	*survey*	*traffic*	*geotech*	*tas/ada*
s16:19 Personnel Hourly Rates (2024)		*$215*	*$175*	*$155*	*$135*	*$115*	*$95*	*$85*								
010: PROJECT MANAGEMENT	***$ 8,450.00***								$ -							
total hours																
050: PLANNING & SCHEMATIC DESIGN (SD) PHASE	***$ 5,520.00***								$ -				$ 8,500		$ 4,500	
total hours																
060: DESIGN DEVELOPMENT (DD) PHASE	***$ 7,425.00***								$ -	$ 12,503	$ 5,250			$ 15,000		
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070: CONSTRUCTION DOCUMENTS (CD) PHASE/ SDP PACKAGE	***$ 15,685.00***								$ -	$ 20,838	$ 8,750	$ 2,500				$ 1,200
total hours																
090: BID PHASE SERVICES	***$ 5,520.00***								$ 2,650	$ 2,084	$ 875	$ 500				
total hours		2	4				16									
100: CONSTRUCTION PHASE SERVICES	$ -								$ 24,300	$ 6,250	$ 2,625					
total hours		16	44			24	88	24								
108: PROJECT CLOSE-OUT	***$ 2,300.00***								$ -							$ -
total hours																
SUB-CONSULTANT DIRECT COST	***$ 91,375.00***								$ -							
total hours																
REIMBURSABLE EXPENSES	$ -								$ -							$ -
PROFESSIONAL FEE (approved to date)	$ 136,275.00	18	48	0	0	24	104	24	$ 26,950	$ 41,675	$ 17,500	$ 3,000	$ 8,500	$ 15,000	$ 4,500	$ 1,200
TOTAL FOR SUPPLEMENTAL AGREEMENT #3	**$26,950**															

TOTAL PROFESSIONAL SERVICES (Basic Services, SA01, SA02, & SA03)	**$163,225**

NOTES:

Total new scope dollars added for Project Sub-consultants totals: $ -

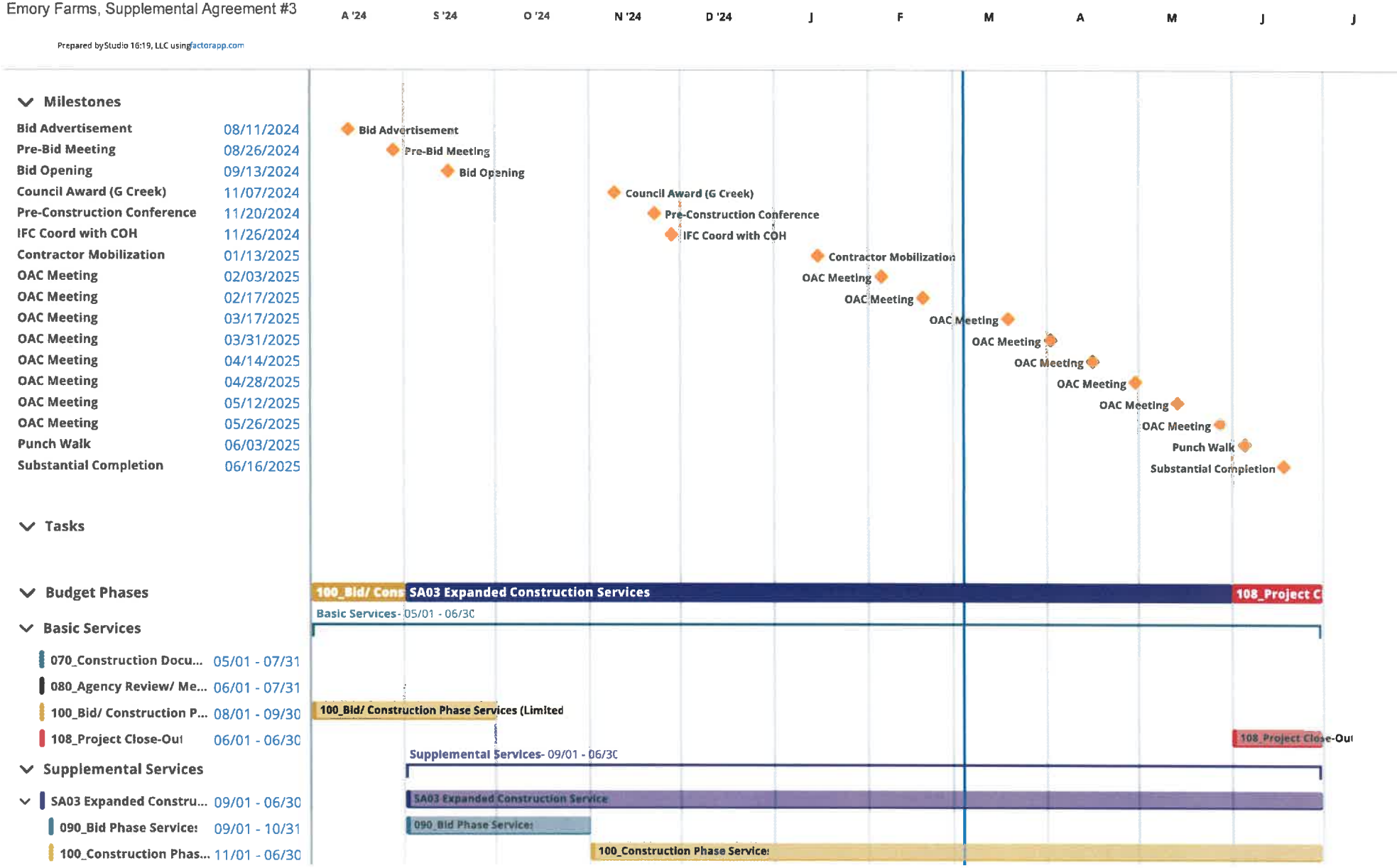
ATTACHMENT B

PROJECT SCHEDULE

(see attached)

PROJECT SCHEDULE
Emory Farms, Supplemental Agreement #3

Prepared by Studio 16:19, LLC using factorapp.com



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1456077

Date Filed:
05/01/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Studio 16:19, LLC
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SA03 - T11-2023
Supplemental Agreement for Emory Farms

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Brent A. Baker, and my date of birth is [redacted].

My address is 305 W. Liberty Ave., Suite 100, Round Rock (city), TX (state), 78664 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 1st day of May (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.6.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-121 authorizing the City Manager to execute change order #5 with STR Constructors for no additional cost and 7 additional rain days for improvements to the Fritz Park Phase II project (CIP P02-2023). (Patricia Davis)
Meeting:	Thursday, May 21, 2026
Department:	Engineering /
Staff Contact:	

ITEM SUMMARY:

The proposed agenda item seeks City Council approval of a Change Order reflecting no change in cost and a seven-day extension to the contract time for the Fritz Park Phase II Project.

Agenda Request:
Change Order No. 05, dated May 11, 2026, includes schedule adjustments resulting from weather-related delays at the end of March, throughout April, and in early May. These rain out days necessitate a total contract time extension of seven additional days. No changes to the project cost are associated with this request.

Additionally, because multiple rain days were expected throughout March, April, and early May time periods, STR, planned to combine all related impacts into a single, consolidated change order for rain days.

In summary, the proposed changes will prompt an addition of seven calendar days to the contract time.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Fritz_Park_Improvements_Map
2. CIP P02-2023_Fritz Park_CO#5
3. Weather Delay Spreadsheet
4. 1295 Form_Redacted
5. Project Master Schedule Update 5-12-26

AGENDA ITEM REPORT
9.6.

Fritz Park Improvements



Change Order No. 5

Project Name CIP Project Name Fritz Park Phase II	**CSH Project No.**
Project Owner and Address City of Hutto 500 W Live Oak Street Hutto, TX 78634	**Owner's Project No.:** CIP P02-2023 **Date of Issuance** 05/11/2026
Project Contractor and Address General Contractor Name Address City, State Zip Code STR Constructors 210 Commerce Blvd Round Rock, TX 78664	**Date of Contract** 10-03-2024 NTP: 1-17-25 **Contract Period** days

It is agreed to modify the Contract referred to above as follows: (ADD TEXT HERE TO Summarize Change Order)

This change order is to account for the recent rain days for end of March, April and early May rain outs.

Item	Description of Changes	Change in Contract Price	Change in Contract Time
April 2nd	Weather days contractors could not perform any work	$0.00	+1 Make up Day
April 20th	Weather days contractors could not perform any work	$0.00	+1 Make up Day
April 21st	Weather days contractors could not perform any work	$0.00	+1 Make up Day
April 22nd	Weather days contractors could not perform any work	$0.00	+1 Make up Day
April 30th	Weather days contractors could not perform any work	$0.00	+1 Make up Day
May 1st	Weather days contractors could not perform any work	$0.00	+1 Make up Day
May 11th	Weather days contractors could not perform any work	$0.00	+1 Make up Day
	Difference Net	$0.00	+7 Days

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order: 9,199,966.65	**Contract Time prior to this Change Order** Substantial (days and date): 5-06-26 Final (days and date): 6-05-26
Net Increase decrease of this Change Order $0.00	**Net Increase decrease of this Change Order** 7 days
Revised Contract Price with all approved Change Orders 9,199,966.65	**Revised Contract Time with all approved Change Orders** Substantial (days and date): 5-29-26 Final (days and date): 6-12-26

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 — **Date** 05/11/2026

Recommended for Approval by Engineer — **Date**

Approved for Owner by James Earp City Manager — **Attest** — **Date**

Approved other when required — **Date**

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

Rain Delay Log

STR PROJECT Number: 2407

Job Name: Fritz Park Phase 2

Dates: 2026	Weather:	Confirmed With City of Hutto Inspector
April 2nd	Rain	Yes
April 20th	Rain	Yes
April 21st	Rain	Yes
April 22nd	Rain	Yes
April 30th	Rain	Yes
May 1st	Rain	Yes
May 11th	Rain	Yes

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1451722

Date Filed:
04/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STR Constructors, LLC
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fritz Park Phase II
General Contractor / Construction Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robinson, John	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **John Robinson**, and my date of birth is [redacted].

My address is **8330 Timber Trl**, **Lago Vista** (city), **TX** (state), **78645** (zip code), **USA** (country).

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

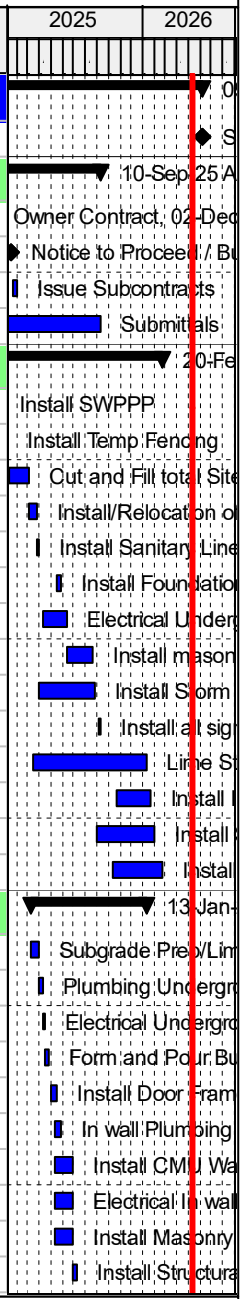
Executed in **Williamson** County, State of **Texas**, on the **22** day of **April** (month), 20**26** (year).

Signature of authorized agent of contracting business entity
(Declarant)

Classic Schedule Layout

12-May-26 15:29

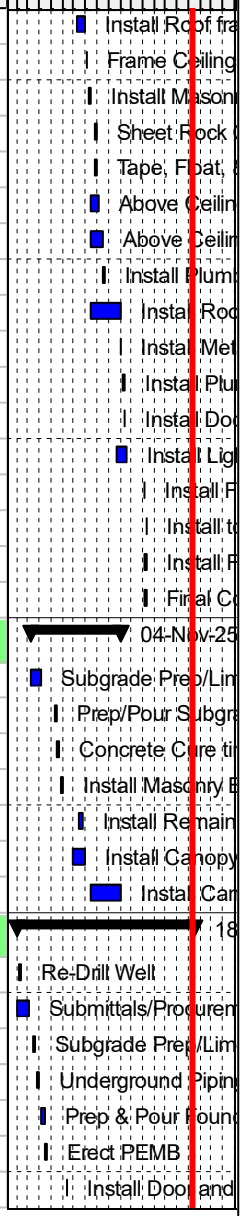
Activity ID	Activity Name	Original Duration	Remaining Duration	Physical % Complete	Start	Finish
2407-1	**Fritz Park Phase II Reflection**	397	21		02-Dec-24 A	09-Jun-26
A1030	Substantial Completion	0	0	0%		09-Jun-26
2407-1.1	**Pre-Construction**	70	0		02-Dec-24	10-Sep-25 A
A1000	Owner Contract	0	0	100%	02-Dec-24	
A1040	Notice to Proceed / Building Permit	0	0	100%	17-Jan-25	
A1010	Issue Subcontracts	10	0	100%	20-Jan-25	31-Jan-25 A
A1020	Submittals	60	0	100%	19-Dec-24	10-Sep-25 A
2407-1.2	**Project Site**	297	0		12-Dec-24	20-Feb-26 A
A1060	Install SWPPP	5	0	100%	12-Dec-24	13-Dec-24 A
A1050	Install Temp Fencing	5	0	100%	30-Dec-24	07-Jan-25 A
A1070	Cut and Fill total Site area Including pond area	30	0	100%	13-Jan-25	04-Mar-25 A
A1090	Install/Relocation of Water and Fire Lines	10	0	100%	04-Mar-25	26-Mar-25 A
A1180	Install Sanitary Line	5	0	100%	26-Mar-25	01-Apr-25 A
A1770	Install Foundations for Seat benches and Signage	10	0	100%	19-May-25	29-May-25 A
A1270	Electrical Underground Rough In	20	0	100%	09-Apr-25	12-Jun-25 A
A1780	Install masonry for Seat Benches and Signage	20	0	100%	16-Jun-25	20-Aug-25 A
A1080	Install Storm Drain	10	0	100%	02-Apr-25	27-Aug-25 A
A1870	Install all signage	5	0	100%	08-Sep-25	12-Sep-25 A
A1220	Lime Stabilize sidewalks/ Remaining paved areas	20	0	100%	17-Mar-25	13-Jan-26 A
A1280	Install Irrigation Lines	40	0	100%	23-Oct-25	20-Jan-26 A
A1760	Install Sidewalks	20	0	100%	01-Sep-25	30-Jan-26 A
A1790	Install Landscaping	10	0	100%	13-Oct-25	20-Feb-26 A
2407-1.8	**Rest Room Facilities**	216	0		13-Mar-25	13-Jan-26 A
A1100	Subgrade Prep/Lime Stabilize	7	0	100%	13-Mar-25	02-Apr-25 A
A1140	Plumbing Underground Rough in	6	0	100%	02-Apr-25	09-Apr-25 A
A1150	Electrical Underground Rough In	3	0	100%	10-Apr-25	14-Apr-25 A
A1160	Form and Pour Building Pad	7	0	100%	15-Apr-25	29-Apr-25 A
A1340	Install Door Frames	5	0	100%	01-May-25	16-May-25 A
A1310	In wall Plumbing rough	10	0	100%	12-May-25	30-May-25 A
A1290	Install CMU Walls	10	0	100%	12-May-25	27-Jun-25 A
A1300	Electrical In wall Rough	10	0	100%	12-May-25	27-Jun-25 A
A1380	Install Masonry Structural Column Bases	5	0	100%	12-May-25	27-Jun-25 A
A1170	Install Structural Steel	10	0	100%	01-Jul-25 A	09-Jul-25 A



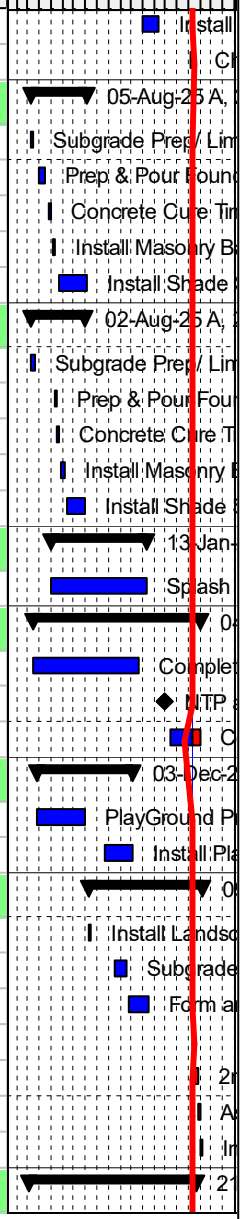
Actual Level of Effort
Actual Work
Remaining Work
Critical Remainin...

Fritz Park Reflection Schedule
Updated Master CPM Schedule 5-12-2026

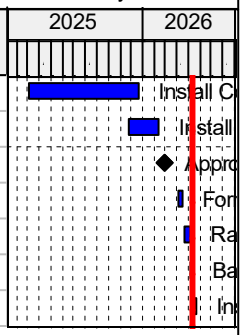
Activity ID	Activity Name	Original Duration	Remaining Duration	Physical % Complete	Start	Finish
A1320	Install Roof framing Members	8	0	100%	10-Jul-25 A	01-Aug-25 A
A1420	Frame Ceilings	2	0	100%	04-Aug-25	06-Aug-25 A
A1390	Install Masonry Veneer	5	0	100%	11-Aug-25	15-Aug-25 A
A1430	Sheet Rock Ceilings	3	0	100%	25-Aug-25	29-Aug-25 A
A1440	Tape, Float, & Paint Walls	5	0	100%	25-Aug-25	29-Aug-25 A
A1350	Above Ceiling Electrical Rough/Pull Wire	10	0	100%	18-Aug-25	08-Sep-25 A
A1360	Above Ceiling and Chase Plumbing Rough In	7	0	100%	18-Aug-25	17-Sep-25 A
A1370	Install Plumbing Insulation	3	0	100%	17-Sep-25	22-Sep-25 A
A1330	Install Roofing	9	0	100%	18-Aug-25	04-Nov-25 A
A1400	Install Metal Panels	5	0	100%	04-Nov-25	05-Nov-25 A
A1460	Install Plumbing Fixtures	3	0	100%	06-Nov-25	11-Nov-25 A
A1410	Install Doors and Hardware	2	0	100%	12-Nov-25	14-Nov-25 A
A1470	Install Lighting Fixtures and Trim Out	5	0	100%	23-Oct-25	20-Nov-25 A
A1450	Install Flooring	2	0	100%	07-Jan-26	08-Jan-26 A
A1480	Install toilet Accessories	3	0	100%	09-Jan-26	13-Jan-26 A
A1490	Install Fencing	5	0	100%	07-Jan-26	13-Jan-26 A
A1880	Final Coat of paint, and paint doors	5	0	100%	07-Jan-26	13-Jan-26 A
2407-1.9 New Stage Area		148	0		13-Mar-25	04-Nov-25 A
A1110	Subgrade Prep/Lime Stabilize	5	0	100%	13-Mar-25	03-Apr-25 A
A1510	Prep/Pour Subgrade	7	0	100%	12-May-25	16-May-25 A
A1520	Concrete Cure time	5	0	100%	19-May-25	25-May-25 A
A1530	Install Masonry Bases for Structural Steel	10	0	100%	28-May-25	04-Jun-25 A
A1560	Install Remaining Masonry	10	0	100%	14-Jul-25 A	25-Jul-25 A
A1540	Install Canopy Framing Members	10	0	100%	02-Jul-25 A	02-Aug-25 A
A1550	Install Canopy Roof	10	0	100%	18-Aug-25	04-Nov-25 A
2407-1.5 Well House		306	5		03-Feb-25	18-May-26
A1730	Re-Drill Well	5	0	100%	05-Feb-25	14-Feb-25 A
A1690	Submittals/Procurement for PEMB	60	0	100%	03-Feb-25	03-Mar-25 A
A1670	Subgrade Prep/Lime Stabilize	5	0	100%	17-Mar-25	19-Mar-25 A
A1700	Underground Piping	10	0	100%	27-Mar-25	02-Apr-25 A
A1680	Prep & Pour Foundation	10	0	100%	04-Apr-25	17-Apr-25 A
A1710	Erect PEMB	15	0	100%	18-Apr-25	22-Apr-25 A
A1720	Install Door and hardware	1	0	100%	11-Jun-25	11-Jun-25 A



Activity ID	Activity Name	Original Duration	Remaining Duration	Physical % Complete	Start	Finish
A1740	Install Pump Equipment	20	0	100%	01-Jan-26	12-Feb-26 A
A1930	Change Order for Additional Power @ Well House	9	5	50%	07-May-26	18-May-26
2407-1.11 Picnic Shelter A & B		57	0		13-Mar-25	05-Aug-25 A
A1570	Subgrade Prep/ Lime Stabilize	7	0	100%	13-Mar-25	17-Mar-25 A
A1580	Prep & Pour Foundations	6	0	100%	01-Apr-25	17-Apr-25 A
A1590	Concrete Cure Time	5	0	100%	28-Apr-25	01-May-25 A
A1600	Install Masonry Bases	5	0	100%	07-May-25	14-May-25 A
A1610	Install Shade Structures	10	0	100%	26-May-25	05-Aug-25 A
2407-1.10 Hill Top Canopy		63	0		13-Mar-25	02-Aug-25 A
A1620	Subgrade Prep/ Lime Stabilize	7	0	100%	13-Mar-25	18-Mar-25 A
A1630	Prep & Pour Foundations	8	0	100%	12-May-25	16-May-25 A
A1640	Concrete Cure Time	5	0	100%	19-May-25	23-May-25 A
A1650	Install Masonry Bases	8	0	100%	29-May-25	09-Jun-25 A
A1660	Install Shade Structure	13	0	100%	11-Jun-25	02-Aug-25 A
2407-1.4 Splash Pad		125	0		01-May-25	13-Jan-26 A
A1830	Splash Pad By Others	125	0	100%	01-May-25	13-Jan-26 A
2407-1.13 Pump Track		296	18		18-Mar-25	04-Jun-26
A1800	Complete design and approvals	30	0	100%	18-Mar-25	18-Dec-25 A
A1890	NTP and/or Approval of Pump Track Location and Permit Approval From Hutto	0	0	100%	25-Feb-26	
A1820	Construction of pump Track	50	18	25%	16-Mar-26	04-Jun-26
2407-1.7 Play ground Areas		129	0		24-Mar-25	03-Dec-25 A
A1840	PlayGround Procurement	120	0	100%	24-Mar-25	30-Jul-25 A
A1850	Install Playgrounds	20	0	100%	22-Sep-25	03-Dec-25 A
2407-1.3 New Parking Lot Addition		186	21		11-Aug-25	09-Jun-26
A1500	Install Landscape Sleeves	5	0	100%	11-Aug-25	15-Aug-25 A
A1210	Subgrade Prep/ Lime Stabilize & 1st Base coarse	10	0	100%	20-Oct-25	21-Nov-25 A
A1230	Form and Pour Curbs	10	0	100%	25-Nov-25	15-Jan-26 A
A1920	Form and Pour Remaning Curbs and Sidewalk @ Parking lot	6	5	0%	20-May-26	18-May-26
A1240	2nd Coarse of Base & Asphalt Parking Lot	8	8	0%	19-May-26	28-May-26
A1250	Asphalt Curing Time	5	5	0%	29-May-26	04-Jun-26
A1260	Install Striping and Accessories	3	3	0%	05-Jun-26	09-Jun-26
2407-1.6 Board Walk/ Pond Area		292	8		05-Mar-25	21-May-26



Activity ID	Activity Name	Original Duration	Remaining Duration	Physical % Complete	Start	Finish
A1190	Install Concrete Retaining walls & Stairs @ Pond	15	0	100%	05-Mar-25	19-Dec-25 A
A1750	Install Walkway Across pond	10	0	100%	24-Nov-25	13-Feb-26 A
A1900	Approval of Retaining Wall Change Order	0	0	100%	25-Feb-26	
A1910	Form and Pour Last Retaining wall & Cure time + Rain Delays	15	0	100%	06-Apr-26	16-Apr-26 A
A1940	Rain Delays (Pump Water)	12	0	100%	20-Apr-26	05-May-26 A
A1200	Backfill around retaining walls	5	0	100%	06-May-26	11-May-26 A
A1860	Install Railings @ Remaning Retaining wall	8	8	0%	12-May-26	21-May-26



AGENDA ITEM REPORT
9.7.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-020 approving a two-year extension of contract for solid waste and recycling collection services in the City of Hutto, Texas with Al Clawson Disposal, Inc. (Matt Wojnowski)
Meeting:	Thursday, May 21, 2026
Department:	City Manager /
Staff Contact:	Matt Wojnowski

ITEM SUMMARY:

On February 1, 2016, the Contract for Solid Waste and Recycling Services between the City of Hutto and Al Clawson Disposal, Inc. (the “Original Contract”) became effective. The Original Contract granted a non-exclusive franchise and license for the use of City streets and public rights-of-way for the provision of solid waste and recycling services. The initial term of the agreement was seven years, with provisions allowing for up to three additional two-year extensions.

The Original Contract established that service rates would remain in effect through at least January 31, 2018. Thereafter, rate adjustments were to be calculated based on a formula consisting of 80% of the Consumer Price Index (CPI) for the Austin-Round Rock-San Marcos area (All Urban Consumers) and 20% of the Diesel Fuel Price Index as published by the U.S. Department of Energy. Any rate modifications require City Council approval through an ordinance amendment.

On July 31, 2018, and again on July 1, 2019, the contractor submitted requests for contract amendments and rate adjustments. In response, the City Council approved Resolution No. R-19-08-15-8C, authorizing the City Manager to execute an amendment to the Original Contract. The First Amendment, approved in 2019, included a 16.55% rate increase and revised provisions related to collection start times and the process for future rate adjustment requests. Subsequently, City Council adopted Ordinance No. O-19-10-24-6B on October 24, 2019, formally updating the solid waste and recycling service rates.

On November 21, 2024, City Council approved Ordinance No. O-2024-073, authorizing a two-year extension of the contract.

At the April 16, 2026 City Council meeting, staff presented options for the future of the solid waste services agreement. Following discussion, the City Council provided direction to proceed with an additional two-year extension of the existing agreement, citing current rate structures and satisfactory service levels.

FISCAL NOTES:

AGENDA ITEM REPORT
9.7.

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Hutto Ord Solid Waste Contract Extension
2. Hutto ACDI Fourth Amendment Solid Waste Agreement Signed by ACDI
3. Form 1295 ACDI_Redacted

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING THE FOURTH AMENDMENT FOR THE FINAL EXTENSION OF THE ORIGINAL CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF HUTTO, TEXAS WITH AL CLAWSON DISPOSAL, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, PUBLICATION, ADOPTION, EFFECTIVE DATE, AND PUBLIC NOTICE AND MEETING.

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

WHEREAS, it is in the public interest to ensure that solid waste and recycling collection services are provided to the citizens of the City of Hutto, Texas; and

WHEREAS, in accordance with the laws of the State of Texas, Al Clawson Disposal, Inc. ("ACDI"), was selected as the best proposal to provide said services and a Contract for Solid Waste and Recycling Collection Services was entered into on February 16, 2016; and

WHEREAS, the Original Franchise Agreement (and its subsequent amendments) limited the City Council's power to grant extensions to a cumulative total of six (6) years; and

WHEREAS, effective December 13, 2019, the City and ACDI entered into the First Amendment to the Original Franchise Agreement (the "Original Contract") which was limited to rate adjustments and service modifications and did not utilize any of the six-year extension allocation; and

WHEREAS, the City Council approved the Second Amendment to the Original Contract for services on January 19, 2023, to extend the contract for an additional two years from February 2023 through January 2025; and

WHEREAS, the City Council also approved the Third Amendment to the Original Contract for services on November 21, 2024, to extend the contract for an additional two years from February 2025 through January 2027; and

WHEREAS, the City Council desires to approve a Fourth Amendment to the Original Contract for a two-year extension for Solid Waste and Recycling Collection Services effective February 1, 2027 through January 31, 2029; and

WHEREAS, the proposed Fourth Amendment requesting a two-year extension will meet the six-year cap and be the last extension granted to the Original Contract; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT. City Council approves a two-year and final extension of the Original Contract with ACDI as the exclusive provider of all residential and commercial solid waste, recycling, and bulky waste collection services, inside the corporate city limits of Hutto and is bound by all of the obligations as defined in the Fourth Amendment to the Original Contract for Solid Waste and Recycling Collection Services between the City and ACDI, attached hereto as **Exhibit "A"** incorporated herein as though fully transcribed and authorizes the City Manager to execute the amendment.

SECTION 3. REPEALER. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 4. SEVERABILITY. Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 5. PUBLICATION. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

SECTION 6. ADOPTION. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 8. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 21st of May, 2026, on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

EXHIBIT "A"
FOURTH AMENDMENT TO THE CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES

This Fourth Amendment to the Contract for Solid Waste and Recycling Collection Services (the "Fourth Amendment") is made, entered into, and shall be effective as of the 1st day of February, 2027 (the "Effective Date") through January 31, 2029, by and between the City of Hutto, a Texas home-rule municipal corporation (the "City"), and Al Clawson Disposal, Inc. (the "Contractor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, in 2015 the Contractor and its competitors submitted competitive proposals and bids to provide Refuse Collection and Disposal within the City and to perform incidental work (the "Services"); and

WHEREAS, the City negotiated in good faith with the Contractor and its competitors for the Services; and

WHEREAS, the City and the Contractor entered into a Contract for Solid Waste and Recycling Collection Services (the "Services"), providing for the Contractor to have a seven-year exclusive contract to provide the Services within the City (the "Original Contract"); and

WHEREAS, the Contractor has provided the Services in a good and satisfactory manner; and

WHEREAS, on August 15, 2019, the City Council adopted Resolution No. R-19-08-15-SC, authorizing the City Manager to execute a contract amendment for collection and disposal of solid waste and recycling collection services; and

WHEREAS, the City and the Contractor entered into a First Amendment to the Agreement for Solid Waste and Recycling Collection Services between the City and the Contractor on December 13, 2019 (the "First Amendment"); and

WHEREAS, the City and the Contractor entered into a Second Amendment to the Agreement for Solid Waste and Recycling Collection Services between the City and the Contractor on January 19, 2023 (the "Second Amendment"); and

WHEREAS, the City and the Contractor entered into a Third Amendment to the Agreement for Solid Waste and Recycling Collection Services between the City and the Contractor on November 21, 2024 (the "Third Amendment"); and

WHEREAS, the City and the Contractor desire to enter into a Fourth Amendment to the Original Contract for an additional and final extension of two (2) years and all obligations of the City and the Contractor in the Original Contract and Amendments are to remain the same.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the Parties hereto as follows:

1. The above premises are incorporated by reference, as if fully set forth, herein.

2. The City Charter Article 11. FRANCHISE OF PUBLIC UTILITIES. requires, among other things, that persons, firms, and entities may not use or occupy the city streets and alleys to provide utility or public services to property adjacent to such streets and alleys unless first granted a franchise, license or permit by the City. The Original Contract granted the Contractor a non-exclusive franchise and license to use the City streets and public right-of- ways to provide the services authorized pursuant to this Fourth Amendment. The term of such franchise was seven years, ending February 1, 2023; provided that the City Council may by ordinance grant extensions of the franchise for periods of two years so long as all extensions granted do not exceed a period of six years.

3. The Original Contract granted the Contractor the sole and exclusive contract by the City to provide Solid Waste collection and disposal services within the territorial jurisdiction of the City. The Contractor was also granted a contract to provide recycling services within the City, and all recycling, collection, and disposal services shall be provided in compliance with the Original Contract effective on February 1, 2016. The Contractor furnishes all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide recycling services, and refuse collection, removal, and disposal services, for all residential and commercial customers as specified, and to perform all of the work called for and described in the Original Contract.

4. The First Amendment to the Agreement for Solid Waste and Recycling Collection Services between the City and Contractor, effective December 13, 2019, provided for rate adjustments and service amendments (the "First Amendment"). The rate adjustments were implemented by Ordinance No. O-19-08-15-8C.

5. All provisions of the Original Contract, as amended by the First, Second, and Third Amendments, shall remain in full force and effect and shall be extended an additional two years until January 31, 2029, under this Fourth Amendment.

6. Any notices required shall be provided as follows:

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

If to the Contractor:
Al Clawson Disposal, Inc. Attn: Tanya Clawson, 8600 North IH 35, Georgetown, TX 78626. Mailing Address: P.O. Box 416, Jarrell, TX 76537

7. In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid

term or provision were not a part hereof.

8. HB 1295 and No Boycott Provisions.

A. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Contractor 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 via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel; No Terrorist Organization.

Pursuant to Chapter 2271, Texas Government Code, the Contractor 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 2271.002, 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 Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor 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 Contractor 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 Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor 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 Contractor 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 Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor 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 Contractor 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 Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

9. This Fourth Amendment, together with the Original Contract and the First, Second, and Third Amendments, contains the entire understanding of the Parties with respect to the subject matter hereof.

This Fourth Amendment shall be effective on February 1, 2027 through January 31, 2029.

AL CLAWSON DISPOSAL, INC.
P.O. Box 416
Jarrell, TX 76537

By: Tanya L. Clawson
Name: Tanya L. Clawson
Title: Corporate Secretary
Date: May 14, 2026

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 14 day of May 2026 by _____, a _____ and authorized signatory of Al Clawson Disposal, Inc., a Texas corporation, on behalf of said company.

JASON FURR
Notary Public, State of Texas
My Commission Expires
September 18, 2029
NOTARY ID 131281409

_____
Notary Public, State of Texas

CITY OF HUTTO

By: _____
James Earp,
City Manager

Date: _____

ATTEST:

By: _____
Laura Hallmark,
City Secretary

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1461262

Date Filed:
05/13/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Al Clawson Disposal, Inc.
Jarrell, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Solid Waste & Recycling
Contract extension of solid waste and recycling services for the City of Hutto.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tanya L. Clawson, and my date of birth is [redacted].

My address is P.O.Box 416, Jarrell (city), TX (state), 76537 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 13th day of May (month), 2026 (year).

Tanya L. Clawson
Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT
9.8.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-122 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Barbara Jane Graves. (Sara Cervantes)
Meeting:	Thursday, May 21, 2026
Department:	Community Services & Culture /
Staff Contact:	Sara Cervantes

ITEM SUMMARY:

Phillip Graves represents the owners of three properties located within the City of Hutto's extraterritorial jurisdiction, but outside of the City's wastewater Certificate of Convenience and Necessity. These properties are identified as follows:

1. 460 Hyview Lane - Owners: Jim R. Walker and Darlena Walker (Williamson County Parcel No. R020452); and
2. 420 Hyview Lane – Owner Barbara Graves (Williamson County Parcel No. R020451); and
3. 400 Hyview Lane – Owners Russell D. Lewis and Lisa Lewis (Williamson County Parcel No. R020450).

These three parcels of land are located northeast of the Limmer Loop and State Highway 130 intersection (north of Veterans Hill Elementary) and are not accounted for in the City of Hutto's Wastewater Master Plan. It should also be noted that all three properties either have been (400 Hyview; See attached approved agreement from June of 2025) or are currently subject to an Annexation Development Agreement. Under an Annexation Development Agreement, property owners are required to annex into the City of Hutto should they change the use of their property from anything other than one single-family residence with an agricultural exemption.

In early 2025, the properties located at 400, 420, and 460 Hyview Lane submitted petitions under Senate Bill 2038 to be released from the City of Hutto's Extraterritorial Jurisdiction ("ETJ"). The City denied those petitions.

Following the SB 2038 denials, the property located at 400 Hyview Lane then sought to change its use and, in accordance with the applicable Annexation and Development Agreement, would have been required to annex into the City of Hutto. Staff conducted an analysis of the City's ability to

provide 400 Hyview Lane with wastewater service and, at the time of the request, it was determined that the City of Hutto would not be able to provide wastewater service within the statutorily required timelines.

As a result, City Council approved Resolution No. R-2025-149, authorizing the City Manager to execute a Release of Annexation and Development Agreement by and between the City of Hutto and Russell D. Lewis and Lisa Lewis for the property located at 400 Hyview Lane. That Agreement contains the following key terms:

1. A restrictive covenant shall be filed on the parcel prohibiting the property from utilizing prefabricated, skid, or container mounted wastewater treatment facility (also known as a package plant);
2. Off-site wastewater service to the property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity;
3. Should SB 2038 be found unconstitutional, the property shall remain in the City of Hutto's ETJ, regardless of any previous application to be removed from the ETJ; and
4. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the property for the purpose of collecting sales and use tax for any commercial development.

Mr. Graves and the property owners of 420 and 460 Hyview Lane are now seeking to execute agreements with the same terms as provided to 400 Hyview Lane.

FISCAL NOTES:

FISCAL NOTES

There are no fiscal implications for this Agreement; however, the City reserves the right to annex, for limited purposes, any commercial development on the parcel.

ATTACHMENTS:

1. Release of Annexation Development Agreement_Graves-RESOLUTION 5.21.2026 (1)
2. Release of Annexation Development Agreement_Graves_05.21.2026
3. Release of Annexation of Development Agreement_Graves_MAP
4. R-2025-149-Release of Annexation Development Agreement-10.009 acres-FINAL-recorded

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT REGARDING THE RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT BETWEEN BARBARA JANE GRAVES AND THE CITY OF HUTTO; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council desires to enter into an agreement regarding the release of an annexation and development agreement between Barbara Jane Graves and the City of Hutto; and

WHEREAS, the City Council authorizes the City Manager to execute an Agreement Regarding the Release of Annexation Development Agreement, attached hereto as **Attachment A**.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Release of Annexation and Development Agreement, **Attachment 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 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

AGREEMENT REGARDING RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT

This Agreement is entered into by and between **City of Hutto, Texas**, a home rule municipality located in Williamson County, Texas (the "City") and **Barbara Jane Graves** ("Owner"). The City and the Owner may hereinafter be referred to collectively as the "Parties," or individually as a "Party."

Recitals

WHEREAS, the Owner owns a parcel, containing **10.0 acres**, more or less, of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A";

WHEREAS, the Owner entered into an Annexation Development Agreement, dated January 7, 2019, regarding the Property, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, which Annexation Agreement is recorded in Document No. 2019046297, Official Public Records, Williamson County, Texas;

WHEREAS, the City has agreed to terminate the Annexation Development Agreement and release the Property from the terms and conditions of the Annexation Development Agreement subject to the Owner's agreement to impose certain restrictive covenants upon the Property; and

WHEREAS, the City desires to provide for the Owner's filing and recording of a restrictive covenant on the Property to be enforceable by the City.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and City agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date (set forth below) and shall terminate upon the recording of the restrictive covenant and the Termination and Release of Annexation Development Agreement described in Section 2 below.

2. **Agreements and Assurances**:

(a) Within fifteen business (15) days of the Effective Date, Owner agrees to execute and record the restrictive covenant concerning wastewater service for the Property, which is attached as Exhibit B and incorporated herein.

(b) Within fifteen business (15) days of receipt of a copy of the recorded restrictive covenant described in Section 2(a), the City agrees to cooperate with Owner to terminate the Annexation Development Agreement and release the Property from the Annexation Development Agreement by having the City Manager of the City execute the Termination and Release of Annexation Development Agreement, which is attached as Exhibit C and incorporated herein. The City shall deliver the executed Termination and Release of Development Agreement to Owner for recording by Owner.

(c) After the expiration of the term and any authorized extensions or amendments, this Agreement shall be deemed terminated without further action of the Parties and shall have no further force and effect.

3. **Miscellaneous**

(a) Any notice given hereunder by any Party to another shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

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

Owner
Barbara Graves
420 Hyview Ln
Hutto, TX 78634

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Annexation Development Agreement as it pertains to the Property. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the City has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the City of Hutto City Council.

(h) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default, which reasonable amount of time shall be no less than ten (10) days. The Parties acknowledge that in the event of default on any obligation under this Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Agreement.

(i) This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

(m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

(o) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	Legal Description of the Property
Exhibit B	Restrictive Covenant
Exhibit C	Termination and Release of Annexation Development Agreement

Entered into this the _____day of _____, 2026 (the "Effective Date").

THE CITY OF HUTTO, TEXAS

ATTEST

_____
James Earp, CPM
City Manager

_____
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by James Earp, City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

_____
Notary Public – State of Texas

OWNER

Barbara Graves

Barbara Jane Graves

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 17 March, 2026, by ~~Barbara Jane Graves~~ Barbara Henrichsen Graves LBG.

Notary Public, State of Texas

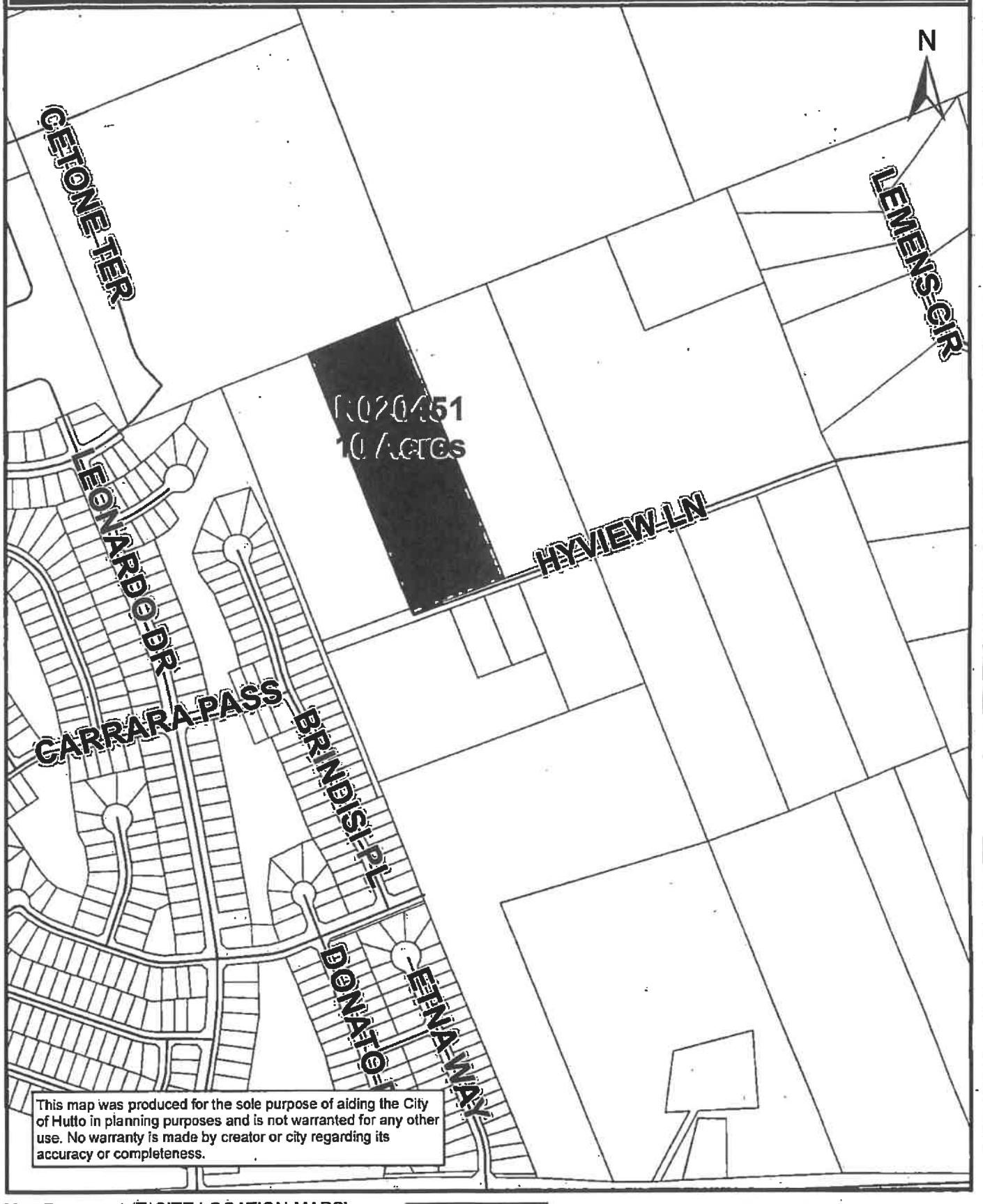
LEONARD BLAKE
Notary Public, State of Texas
Notary ID# 133184230
My Commission Expires
JUNE 17, 2029

EXHIBIT "A"

LEGAL DESCRIPTION:

GRAVES TRACT – (R020451):
10.0 ACRES SITUATED IN THE WM. DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 8, 2005 AND RECORDED AS DOCUMENT NO. 2006059301, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Graves



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.

Map Document (T:\SITE LOCATION MAPS\
2018 Site Location Maps\Annexation_Maps\
Area_7\Graves) 12/14/18 - 1:43:11 PM

City of Hutto

0 270 540 1,080
Feet

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT B

RESTRICTIVE COVENANT
REGARDING WASTEWATER SERVICE AND MUNICIPAL JURISDICTION

WHEREAS, **Barbara Jane Graves** (hereinafter referred to as "Owner"), own the real property in Williamson County, Texas containing 10.0 acres of land, more or less, described in the attached Exhibit A (the "Property").

WHEREAS, the **City of Hutto, Texas**, (the "City"), and the Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows with respect to the Property, which agreement will constitute a covenant running with the land and will be binding on the Owner and his successors and assigns:

1. The following covenants and limitations on wastewater service (the "Covenants") shall apply to the Property:

(a) The Property shall not be developed by wastewater service provided by a prefabricated, skid or container mounted wastewater treatment facility located within the Property that discharges wastewater effluent outside the Property (a "Package Plant").

(b) Offsite wastewater service to the Property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity.

2. In the event that Acts 2023, 88th R.S., ch. 106, General and Special Laws of Texas (SB 2038) and Subchapter D of Chapter 42 of the Local Government Code are determined to be unconstitutional by a final, non-appealable judgment of a court of competent jurisdiction, thus rendering the Owner's petition dated on or about September 13, 2024, for release from the City's extraterritorial jurisdiction to be of no force or effect, the Property shall remain within the extraterritorial jurisdiction of the City of Hutto in accordance with Chapter 42 of the Texas Local Government Code unless and until the Property is released from the City's extraterritorial jurisdiction by an act of the City or the Property is annexed by the City of Hutto.

3. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the Property for the purpose of collecting sales and use tax for any commercial development.

4. Owner covenants that the Property shall be held, sold, conveyed, and occupied subject to this agreement and that the Covenants shall run with the land. Each contract or conveyance that may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to this agreement and the Covenants. If any person or entity violates or attempts to violate this agreement or the Covenants, the City, or its successors and assigns, may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement or the Covenants and may prevent said person or entity from violating or attempting to violate this agreement or the Covenants.

5. If any part or provisions of this agreement and the Covenants is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

6. Any failure of the City, its successor and assigns, to enforce this agreement and the Covenants, whether the violations are known or not, will not constitute a waiver or estoppel of the City's right to do so.

7. This agreement may be modified, amended or terminated only by joint action of both the City Council and the owners of the Property, or such portion of the Property affected by such action, at the time of the modification, amendment, or termination. This agreement and the Covenants shall remain in full force and effect for a term of twenty (20) calendar years from the effective date set forth below, and shall terminate in its entirety at the end of such term.

EXECUTED to be effective 17 March, 2026.

OWNER

Barbara Jane Graves

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 17 March 2026, by ~~Barbara Jane Graves~~ Barbara Henrichsen Graves.

Notary Public, State of Texas

LEONARD BLAKE
Notary Public, State of Texas
Notary ID# 133184230
My Commission Expires
JUNE 17, 2029

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT C

TERMINATION AND RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT

Date: _____, 2026

Recording Information of Annexation Development Agreement:

Date of Agreement: January 7, 2019

Parties: **Barbara Jane Graves ("Owner")** and the **City of Hutto, Texas**

Recording Information: City of Hutto Resolution No. R-19-03-21-10EE and Annexation Development Agreement recorded on May 29, 2019, in **Document No. 2019046297** of the Official Public Records of Williamson County, Texas (the "Graves Annexation Development Agreement")

Property: 10.0 acres of land, more or less, in Williamson County, Texas, as more particularly described in **Exhibit A**, attached hereto.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hutto, Texas and Barbara J. Graves hereby terminate the above-described Graves Annexation Development Agreement in its entirety and release the Property from the terms and obligations stated in the Graves Annexation Development Agreement.

This instrument is executed and recorded pursuant to City of Hutto Resolution No._____.

[The remainder of this page is intentionally blank.]

THE CITY OF HUTTO, TEXAS

ATTEST

_____
James Earp, CPM
City Manager
500 West Live Oak Street
Hutto, Williamson County, Texas 78634

_____
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by James Earp, City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

_____
Notary Public – State of Texas

OWNER

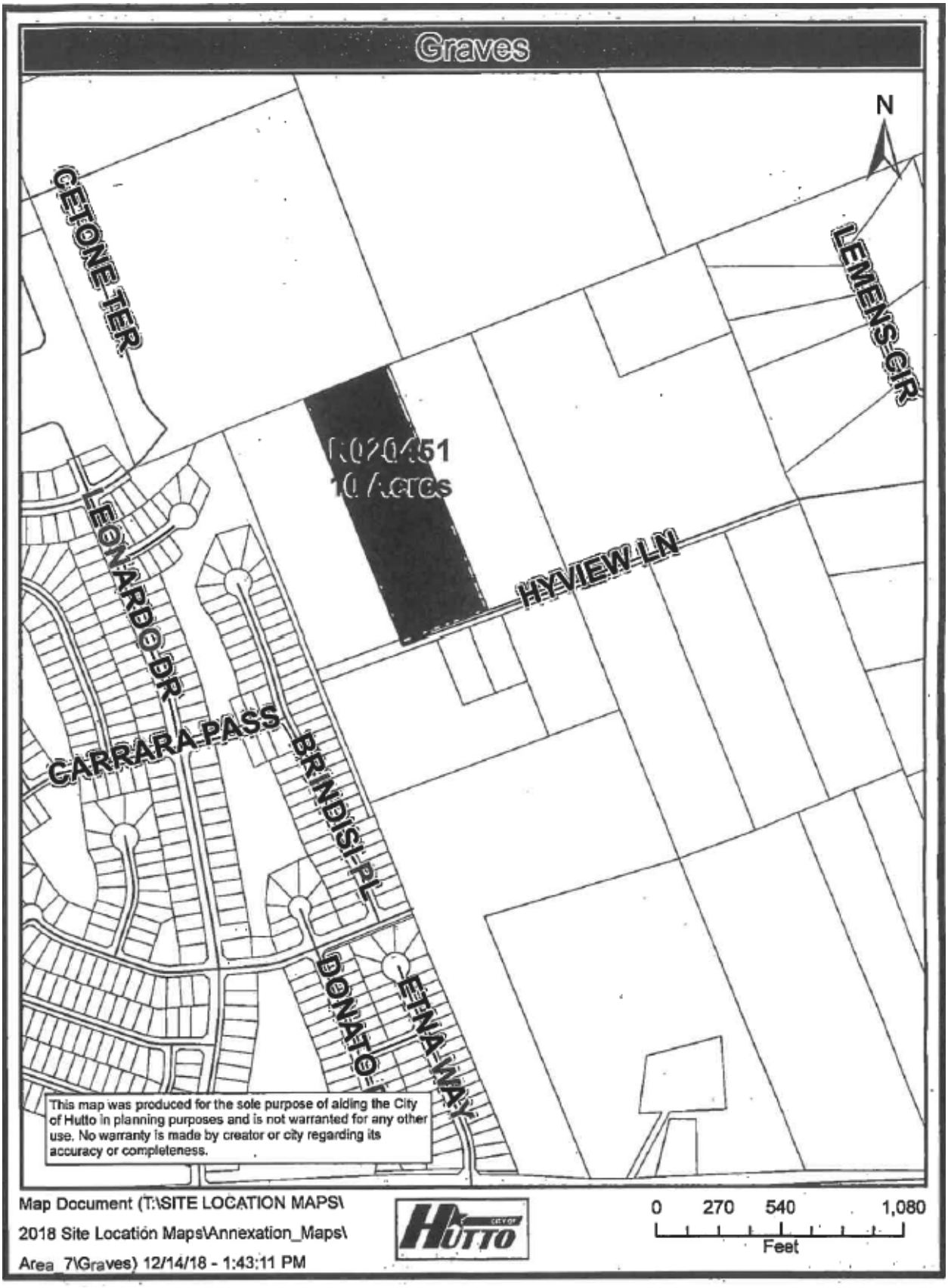
Barbara Jane Graves
420 Hyview Ln
Hutto, TX 78634

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 17 March, 2026,
by ~~Barbara Jane Graves~~ Barbara Henrichsen Graves LOD.

Notary Public, State of Texas

LEONARD BLAKE
Notary Public, State of Texas
Notary ID# 133184230
My Commission Expires
JUNE 17, 2029


Graves
N
CETONE TER
LEMENS CIR
R020451
10 Acres
HYVIEW LN
LEONARDO DR
CARRARA PASS
BRINDISI PL
DONATELLO
ELENA AVE
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.
Map Document (T:\SITE LOCATION MAPS\
2018 Site Location Maps\Annexation_Maps\
Area 7\Graves) 12/14/18 - 1:43:11 PM
HUTTO
0 270 540 1,080
Feet

RESOLUTION NO. R-2025-149

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT REGARDING THE RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT BETWEEN RUSSELL D. LEWIS AND LISA LEWIS AND THE CITY OF HUTTO; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an agreement regarding the release of an annexation and development agreement between Russell D. Lewis and Lisa Lewis, and the City of Hutto and authorize the City Manager to execute the Agreement Regarding the Release of Annexation Development 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: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement Regarding Release of Annexation Development Agreement, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 5th of June, 2025, on a vote of 6 AYES; 0 NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

ELECTRONICALLY RECORDED 2025046403
Williamson County, Texas Total Pages: 16

AGREEMENT REGARDING RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT

This Agreement is entered into by and between **City of Hutto, Texas**, a home rule municipality located in Williamson County, Texas (the "City") and **Russell D. Lewis and Lisa Lewis** (collectively "Owner"). The City and the Owner may hereinafter be referred to collectively as the "Parties," or individually as a "Party."

Recitals

WHEREAS, the Owner owns a parcel, containing **10.009 acres**, more or less, of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A";

WHEREAS, the Owner and the City entered into an Annexation Development Agreement, dated January 18, 2019, regarding the Property, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, which Annexation Agreement is recorded in Document No. 2019046309, Official Public Records, Williamson County, Texas;

WHEREAS, the City has agreed to terminate the Annexation Development Agreement and release the Property from the terms and conditions of the Annexation Development Agreement subject to the Owner's agreement to impose certain restrictive covenants upon the Property; and

WHEREAS, the City desires to provide for the Owner's filing and recording of a restrictive covenant on the Property to be enforceable by the City.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and City agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date (set forth below) and shall terminate upon the recording of the restrictive covenant and the Termination and Release of Annexation Development Agreement described in Section 2 below.

2. **Agreements and Assurances**:

(a) Within fifteen business (15) days of the Effective Date, Owner agrees to execute and record the restrictive covenant concerning wastewater service for the Property, which is attached as Exhibit "B" and incorporated herein.

(b) Within fifteen business (15) days of receipt of a copy of the recorded restrictive covenant described in Section 2(a), the City agrees to cooperate with Owner to terminate the Annexation Development Agreement and release the Property from the Annexation Development Agreement by having the City Manager of the City execute the Termination and Release of Annexation Development Agreement, which is attached as Exhibit C and incorporated herein. The City shall deliver the executed Termination and Release of Development Agreement to Owner for recording by Owner in the Official Public Records of Williamson County, Texas.

R-2025-149

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

(c) After the expiration of the term and any authorized extensions or amendments, this Agreement shall be deemed terminated without further action of the Parties and shall have no further force and effect.

3. **Miscellaneous**

(a) Any notice given hereunder by any Party to another shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

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

Owner
Russell D. Lewis and Lisa Lewis
7281 CR 455
Thorndale, TX 76577

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Annexation Development Agreement as it pertains to the Property. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the City has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the City of Hutto City Council.

(e) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default, which reasonable amount of time shall be no less than ten (10) days. The Parties acknowledge that in the event of default on any obligation under this Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Agreement.

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

(f) This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(g) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

(i) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

(j) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such Party.

(k) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	Legal Description of the Property
Exhibit B	Restrictive Covenant
Exhibit C	Termination and Release of Annexation Development Agreement

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

Entered into this the 5th day of June, 2025 (the "Effective Date").

THE CITY OF HUTTO, TEXAS

Signed by:
Matt Wojnowski
Matt Wojnowski
Acting City Manager

ATTEST

Laura Hallmark
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas

CHARLOTTE MARIE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-22-2029
Notary ID 128353351

OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

EXHIBIT "A"

LEGAL DESCRIPTION:

LEWIS TRACT – (R020450):
10.009 ACRES SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED APRIL 27, 1994 AND RECORDED AS DOCUMENT NO. 1994021420, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

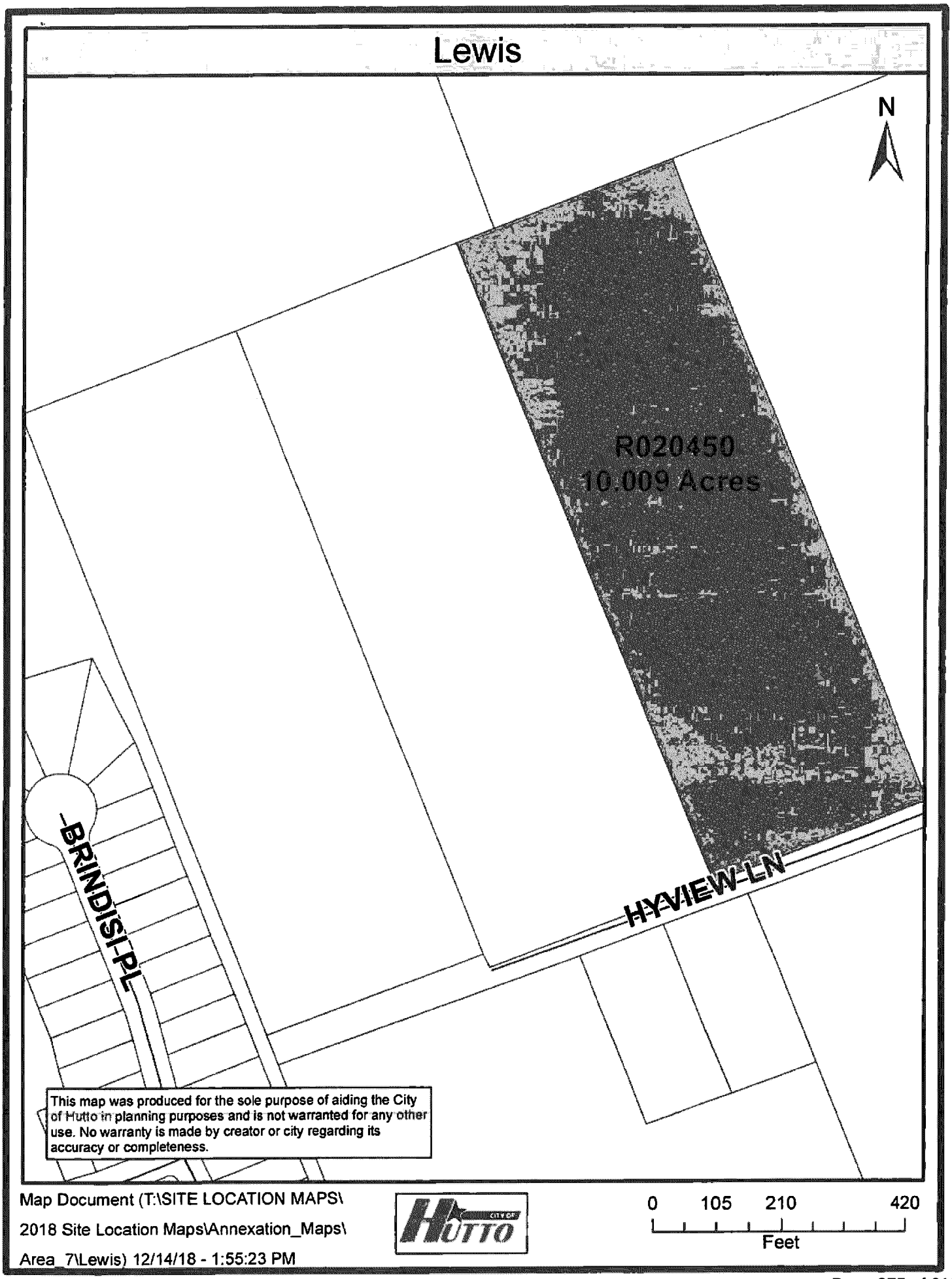

Lewis
N
R020450
10.009 Acres
BRINDISI PL
HYVIEW LN
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
Map Document (T:\SITE LOCATION MAPS\
2018 Site Location Maps\Annexation_Maps\
Area_7\Lewis) 12/14/18 - 1:55:23 PM
HUTTO
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EXHIBIT "A"

FIELD NOTES FOR 10.0062 ACRES OUT OF THE WILLIAM DUNN SURVEY ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS BEING THE SAME TRACT CONVEYED TO MICHAEL FITZGERALD IN VOL. 901 PG. 543 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found on the North line of a 50 foot wide access easement recorded in Vol. 901 Pg. 537 and Vol. 901 Pg. 543 of the Williamson County, Texas Deed Records at the Southeast corner of a 10 acre tract recorded in Vol. 794 Pg. 282 of the Williamson County, Texas Deed Records for the Southwest corner of this tract and the **POINT OF BEGINNING.**

THENCE N 19° 14' 09" W, 1131.20 feet to an iron pin found in a fence line at the North common corner of this tract and said 10 acre tract, also being on the South line of a 72 acre tract recorded in Vol. 2019 Pg. 31 of the Williamson County, Texas Deed Records for the Northwest corner of this tract.

THENCE N 70° 58' 00" E with a fence passing the South common of said 72 acre and a 72 acre tract recorded in Vol 595 Pg. 131 of the Williamson County, Texas Deed Records, in all a distance of 384.81 feet to an iron pin found at a fence corner at the Northwest corner of a 13.872 acre tract recorded in Vol. 1767 Pg. 643 of the Williamson County, Texas Deed Records for the Northeast corner of this tract.

THENCE with the fenced common line of this tract and said 13.872 acre tract the following two (2) courses:

1) S 19° 09' 07" E, 1008.72 feet to an iron pin found.

2) S 19° 12' 54" E, 130.27 feet to an iron pin found at the South common corner of said 13.872 acre tract and this tract, also being on the North line of said 50' access easement for the Southeast corner of this tract.

THENCE S 72° 08' 15" W with the North line of said 50'access easement, 383.40 feet to the **POINT OF BEGINNING** and containing 10.0062 acres more or less.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT B
RESTRICTIVE COVENANT
REGARDING WASTEWATER SERVICE AND MUNICIPAL JURISDICTION

WHEREAS, Russell D. Lewis and Lisa Lewis (hereinafter referred to as "Owner"), own the real property in Williamson County, Texas containing 10.009 acres of land, more or less, described in the attached Exhibit A (the "Property").

WHEREAS, the City of Hutto, Texas, (the "City"), and the Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows with respect to the Property, which agreement will constitute a covenant running with the land and will be binding on the Owner and his successors and assigns:

1. The following covenants and limitations on wastewater service (the "Covenants") shall apply to the Property:

(a) The Property shall not be developed by wastewater service provided by a prefabricated, skid or container mounted wastewater treatment facility located within the Property that discharges wastewater effluent outside the Property (a "Package Plant").

(b) Offsite wastewater service to the Property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity.

2. In the event that Acts 2023, 88th R.S.,ch. 106, General and Special Laws of Texas (SB 2038) and Subchapter D of Chapter 42 of the Local Government Code are determined to be unconstitutional by a final, non-appealable judgment of a court of competent jurisdiction, thus rendering the Owner's petition dated September 13, 2024, for release from the City's extraterritorial jurisdiction to be of no force or effect, the Property shall remain within the extraterritorial jurisdiction of the City of Hutto in accordance with Chapter 42 of the Texas Local Government Code unless and until the Property is released from the City's extraterritorial jurisdiction by an act of the City or the Property is annexed by the City of Hutto.

3. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the Property for the purpose of collecting sales and use tax for any commercial development.

4. Owner covenants that the Property shall be held, sold, conveyed, and occupied subject to this agreement and that the Covenants shall run with the land. Each contract or conveyance that may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to this agreement and the Covenants. If any person or entity violates or attempts to violate this agreement or the Covenants, the City, or its successors and assigns, may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement or the Covenants and may prevent said person or entity from violating or attempting to violate this agreement or the Covenants.

5. If any part or provisions of this agreement and the Covenants is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

6. Any failure of the City, its successor and assigns, to enforce this agreement and the Covenants, whether the violations are known or not, will not constitute a waiver or estoppel of the City's right to do so.

7. This agreement may be modified, amended or terminated only by joint action of both the City Council and the owners of the Property, or such portion of the Property affected by such action, at the time of the modification, amendment, or termination. This agreement and the Covenants shall remain in full force and effect for a term of twenty (20) calendar years from the effective date set forth below, and shall terminate in its entirety at the end of such term.

EXECUTED to be effective June 2, , 2025.

OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

THE CITY OF HUTTO, TEXAS

Signed by:
Matt Wojnowski
3045675944F84E4...
Matt Wojnowski, Acting City Manager

ATTEST

Signed by:
Laura Hallmark
13497104F811450...
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas

CHARLOTTE MARIE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-22-2029
Notary ID 128353351

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT C
TERMINATION AND RELEASE
OF
ANNEXATION DEVELOPMENT AGREEMENT

Date: June 5, 2025

Recording Information of Annexation Development Agreement:

Date of Agreement: January 18, 2019

Parties: **Russell D. Lewis and Lisa Lewis (collectively "Owner")** and the **City of Hutto, Texas**

Recording Information: City of Hutto Resolution No. R-19-03-21-10QQ and Annexation Development Agreement recorded on May 29, 2019, in **Document No. 2019046309** of the Official Public Records of Williamson County, Texas (the "Lewis Annexation Development Agreement")

Property: 10.009 acres of land, more or less, in Williamson County, Texas, as more particularly described in **Exhibit A**, attached hereto.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hutto, Texas and Russell D. Lewis and Lisa Lewis hereby terminate the above-described Lewis Annexation Development Agreement in its entirety and release the Property from the terms and obligations stated in the Lewis Annexation Development Agreement.

This instrument is executed and recorded pursuant to City of Hutto Resolution No. R-2025-149.

[The remainder of this page is intentionally blank.]

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

THE CITY OF HUTTO, TEXAS

ATTEST

Signed by:
Laura Hallmark
1319710159114E0...
Laura Hallmark, City Secretary

Signed by:
Matt Wojnowski
3049676944F94E4...
Matt Wojnowski
Acting City Manager
500 West Live Oak Street
Hutto, Williamson County, Texas 78634

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas

CHARLOTTE MARIE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-22-2029
Notary ID 128353351

OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis
7281 CR 455
Thorndale, TX 76577

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Lesley Karen Williams

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2025046403

Pages: 16 Fee: $81.00
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Nancy E. Rister, County Clerk
Williamson County,Texas

AGENDA ITEM REPORT
9.9.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-123 authorizing the City Manager to execute an Agreement Regarding the Release of Annexation and Development Agreement by and between the City of Hutto and Jim R. Walker and Darlena Walker. (Sara Cervantes)
Meeting:	Thursday, May 21, 2026
Department:	Community Services & Culture /
Staff Contact:	Sara Cervantes

ITEM SUMMARY:

Phillip Graves represents the owners of three properties located within the City of Hutto's extraterritorial jurisdiction, but outside of the City's wastewater Certificate of Convenience and Necessity. These properties are identified as follows:

1. 460 Hyview Lane - Owners: Jim R. Walker and Darlena Walker (Williamson County Parcel No. R020452); and
2. 420 Hyview Lane – Owner Barbara Graves (Williamson County Parcel No. R020451); and
3. 400 Hyview Lane – Owners Russell D. Lewis and Lisa Lews (Williamson County Parcel No. R020450).

These three parcels of land are located northeast of the Limmer Loop and State Highway 130 intersection (north of Veterans Hill Elementary) and are not accounted for in the City of Hutto's Wastewater Master Plan. It should also be noted that all three properties either have been (400 Hyview; See attached approved agreement from June of 2025) or are currently subject to an Annexation Development Agreement. Under an Annexation Development Agreement, property owners are required to annex into the City of Hutto should they change the use of their property from anything other than one single-family residence with an agricultural exemption.

In early 2025, the properties located at 400, 420, and 460 Hyview Lane submitted petitions under Senate Bill 2038 to be released from the City of Hutto's Extraterritorial Jurisdiction ("ETJ"). The City denied those petitions.

Following the SB 2038 denials, the property located at 400 Hyview Lane then sought to change its use and, in accordance with the applicable Annexation and Development Agreement, would have been required to annex into the City of Hutto. Staff conducted an analysis of the City's ability to

provide 400 Hyview Lane with wastewater service and, at the time of the request, it was determined that the City of Hutto would not be able to provide wastewater service within the statutorily required timelines.

As a result, City Council approved Resolution No. R-2025-149, authorizing the City Manager to execute a Release of Annexation and Development Agreement by and between the City of Hutto and Russell D. Lewis and Lisa Lisa for the property located at 400 Hyview Lane. That Agreement contains the following key terms:

1. A restrictive covenant shall be filed on the parcel prohibiting the property from utilizing prefabricated, skid, or container mounted wastewater treatment facility (also known as a package plant);
2. Offsite wastewater service to the property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity;
3. Should SB 2038 be found unconstitutional, the property shall remain in the City of Hutto's ETJ, regardless of any previous application to be removed from the ETJ; and
4. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the property for the purpose of collecting sales and use tax for any commercial development.

Mr. Graves and the property owners of 420 and 460 Hyview Lane are now seeking to execute agreements with the same terms as provided to 400 Hyview Lane.

FISCAL NOTES:

There are no fiscal implications for this Agreement. However, the City reserves the right to annex, for limited purposes, any commercial development on the parcel.

ATTACHMENTS:

1. Release of Annexation Development Agreement_Walker - RESOLUTION 5.21.2026
2. Release of Annexation Development Agreement_Walker_05.21.2026
3. Release of Annexation of Development Agreement_Walker_MAP
4. R-2025-149-Release of Annexation Development Agreement-10.009 acres-FINAL-recorded

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT REGARDING THE RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT BETWEEN JIM R. WALKER, DARLENA WALKER, AND THE CITY OF HUTTO; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, the City Council desires to enter into an agreement regarding the release of an annexation and development agreement between Jim R. Walker, Darlena Walker, and the City of Hutto; and

WHEREAS, the City Council authorizes the City Manager to execute an Agreement Regarding the Release of Annexation Development Agreement, attached hereto as **Attachment A**.

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Release of Annexation and Development Agreement, **Attachment 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 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

AGREEMENT REGARDING RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT

This Agreement is entered into by and between **City of Hutto, Texas**, a home rule municipality located in Williamson County, Texas (the "City") and **Jim R. Walker and Darlena Walker** (collectively "Owner"). The City and the Owner may hereinafter be referred to collectively as the "Parties," or individually as a "Party."

Recitals

WHEREAS, the Owner owns a parcel, containing **10.0 acres**, more or less, of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A";

WHEREAS, the Owner entered into an Annexation Development Agreement, dated January 15, 2019, regarding the Property, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, which Annexation Agreement is recorded in Document No. 2019046287, Official Public Records, Williamson County, Texas;

WHEREAS, the City has agreed to terminate the Annexation Development Agreement and release the Property from the terms and conditions of the Annexation Development Agreement subject to the Owner's agreement to impose certain restrictive covenants upon the Property; and

WHEREAS, the City desires to provide for the Owner's filing and recording of a restrictive covenant on the Property to be enforceable by the City.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and City agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date (set forth below) and shall terminate upon the recording of the restrictive covenant and the Termination and Release of Annexation Development Agreement described in Section 2 below.

2. **Agreements and Assurances**:

(a) Within fifteen business (15) days of the Effective Date, Owner agrees to execute and record the restrictive covenant concerning wastewater service for the Property, which is attached as Exhibit B and incorporated herein.

(b) Within fifteen business (15) days of receipt of a copy of the recorded restrictive covenant described in Section 2(a), the City agrees to cooperate with Owner to terminate the Annexation Development Agreement and release the Property from the Annexation Development Agreement by having the City Manager of the City execute the Termination and Release of Annexation Development Agreement, which is attached as Exhibit C and incorporated herein. The City shall deliver the executed Termination and Release of Development Agreement to Owner for recording by Owner.

(c) After the expiration of the term and any authorized extensions or amendments, this Agreement shall be deemed terminated without further action of the Parties and shall have no further force and effect.

3. **Miscellaneous**

(a) Any notice given hereunder by any Party to another shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

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

Owner
Jim and Darlena Walker
460 Hyview Ln
Hutto, TX 78634

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Annexation Development Agreement as it pertains to the Property. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the City has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the City of Hutto City Council.

(h) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default, which reasonable amount of time shall be no less than ten (10) days. The Parties acknowledge that in the event of default on any obligation under this Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Agreement.

(i) This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

(m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

(o) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	Legal Description of the Property
Exhibit B	Restrictive Covenant
Exhibit C	Termination and Release of Annexation Development Agreement

Entered into this the _____day of _____, 2026 (the "Effective Date").

THE CITY OF HUTTO, TEXAS

ATTEST

_____
James Earp, CPM
City Manager

_____
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by James Earp, City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

_____
Notary Public – State of Texas

OWNER

Jim R. Walker

Darlena Walker

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 10, 2026, by Jim R. Walker and Darlena Walker.

Notary Public, State of Texas

JILL M. RYDELL
Notary Public, State of Texas
Notary ID# 871901-4
My Commission Expires
DECEMBER 9, 2026

EXHIBIT "A"

LEGAL DESCRIPTION:

WALKER TRACT - (R020452):
10.0 ACRES SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 26, 1997 AND RECORDED AS DOCUMENT NO. 1997014372, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Walker



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.

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2018 Site Location Maps\Annexation_Maps\
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CITY OF HUTTO

0 210 420 840
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Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT B
RESTRICTIVE COVENANT
REGARDING WASTEWATER SERVICE AND MUNICIPAL JURISDICTION

WHEREAS, **Jim R. Walker and Darlena Walker** (hereinafter referred to as "Owner"), own the real property in Williamson County, Texas containing 10.0 acres of land, more or less, described in the attached Exhibit A (the "Property").

WHEREAS, the **City of Hutto, Texas**, (the "City"), and the Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows with respect to the Property, which agreement will constitute a covenant running with the land and will be binding on the Owner and his successors and assigns:

1. The following covenants and limitations on wastewater service (the "Covenants") shall apply to the Property:

(a) The Property shall not be developed by wastewater service provided by a prefabricated, skid or container mounted wastewater treatment facility located within the Property that discharges wastewater effluent outside the Property (a "Package Plant").

(b) Offsite wastewater service to the Property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity.

2. In the event that Acts 2023, 88th R.S., ch. 106, General and Special Laws of Texas (SB 2038) and Subchapter D of Chapter 42 of the Local Government Code are determined to be unconstitutional by a final, non-appealable judgment of a court of competent jurisdiction, the Property shall remain within the extraterritorial jurisdiction of the City of Hutto in accordance with Chapter 42 of the Texas Local Government Code unless and until the Property is released from the City's extraterritorial jurisdiction by an act of the City or the Property is annexed by the City of Hutto.

3. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the Property for the purpose of collecting sales and use tax for any commercial development.

4. Owner covenants that the Property shall be held, sold, conveyed, and occupied subject to this agreement and that the Covenants shall run with the land. Each contract or conveyance that may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to this agreement and the Covenants. If any person or entity violates or attempts to violate this agreement or the Covenants, the City, or its successors and assigns, may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement or the Covenants and may prevent said person or entity from violating or attempting to violate this agreement or the Covenants.

5. If any part or provisions of this agreement and the Covenants is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

6. Any failure of the City, its successor and assigns, to enforce this agreement and the Covenants, whether the violations are known or not, will not constitute a waiver or estoppel of the City's right to do so.

7. This agreement may be modified, amended or terminated only by joint action of both the City Council and the owners of the Property, or such portion of the Property affected by such action, at the time of the modification, amendment, or termination. This agreement and the Covenants shall remain in full force and effect for a term of twenty (20) calendar years from the effective date set forth below, and shall terminate in its entirety at the end of such term.

EXECUTED to be effective March 10, 2026.

OWNER

Jim R. Walker

Darlena Walker

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 10, 2026, by Jim R. Walker and Darlena Walker.

JILL M. RYDELL
Notary Public, State of Texas
Notary ID# 871901-4
My Commission Expires
DECEMBER 9, 2026

Notary Public, State of Texas

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT C
TERMINATION AND RELEASE
OF
ANNEXATION DEVELOPMENT AGREEMENT

Date: _____, 2026

Recording Information of Annexation Development Agreement:

Date of Agreement: January 15, 2019

Parties: **Jim R. Walker and Darlena Walker (collectively "Owner")** and the **City of Hutto, Texas**

Recording Information: City of Hutto Resolution No. R-19-03-21-11U and Annexation Development Agreement recorded on May 29, 2019, in **Document No. 2019046287** of the Official Public Records of Williamson County, Texas (the "Graves Annexation Development Agreement")

Property: 10.0 acres of land, more or less, in Williamson County, Texas, as more particularly described in **Exhibit A**, attached hereto.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hutto, Texas and Barbara J. Graves hereby terminate the above-described Graves Annexation Development Agreement in its entirety and release the Property from the terms and obligations stated in the Graves Annexation Development Agreement.

This instrument is executed and recorded pursuant to City of Hutto Resolution No._____.

[The remainder of this page is intentionally blank.]

THE CITY OF HUTTO, TEXAS

ATTEST

_____
James Earp, CPM
City Manager
500 West Live Oak Street
Hutto, Williamson County, Texas 78634

_____
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by James Earp, City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

_____
Notary Public – State of Texas

OWNER

Jim R. Walker

Darlena Walker

Darlena Walker
460 Hyview Ln
Hutto, TX 78634

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on March 10, 2026, by Jim R. Walker and Darlena Walker.

JILL M. RYDELL
Notary Public, State of Texas
Notary ID# 871901-4
My Commission Expires
DECEMBER 9, 2026

Notary Public, State of Texas


Walker
HUTTO
Area
AM

RESOLUTION NO. R-2025-149

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT REGARDING THE RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT BETWEEN RUSSELL D. LEWIS AND LISA LEWIS AND THE CITY OF HUTTO; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an agreement regarding the release of an annexation and development agreement between Russell D. Lewis and Lisa Lewis, and the City of Hutto and authorize the City Manager to execute the Agreement Regarding the Release of Annexation Development 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: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement Regarding Release of Annexation Development Agreement, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 5th of June, 2025, on a vote of 6 AYES; 0 NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

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ELECTRONICALLY RECORDED 2025046403
Williamson County, Texas Total Pages: 16

AGREEMENT REGARDING RELEASE OF ANNEXATION DEVELOPMENT AGREEMENT

This Agreement is entered into by and between **City of Hutto, Texas**, a home rule municipality located in Williamson County, Texas (the "City") and **Russell D. Lewis and Lisa Lewis** (collectively "Owner"). The City and the Owner may hereinafter be referred to collectively as the "Parties," or individually as a "Party."

Recitals

WHEREAS, the Owner owns a parcel, containing **10.009 acres**, more or less, of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A";

WHEREAS, the Owner and the City entered into an Annexation Development Agreement, dated January 18, 2019, regarding the Property, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, which Annexation Agreement is recorded in Document No. 2019046309, Official Public Records, Williamson County, Texas;

WHEREAS, the City has agreed to terminate the Annexation Development Agreement and release the Property from the terms and conditions of the Annexation Development Agreement subject to the Owner's agreement to impose certain restrictive covenants upon the Property; and

WHEREAS, the City desires to provide for the Owner's filing and recording of a restrictive covenant on the Property to be enforceable by the City.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and City agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date (set forth below) and shall terminate upon the recording of the restrictive covenant and the Termination and Release of Annexation Development Agreement described in Section 2 below.

2. **Agreements and Assurances**:

(a) Within fifteen business (15) days of the Effective Date, Owner agrees to execute and record the restrictive covenant concerning wastewater service for the Property, which is attached as Exhibit "B" and incorporated herein.

(b) Within fifteen business (15) days of receipt of a copy of the recorded restrictive covenant described in Section 2(a), the City agrees to cooperate with Owner to terminate the Annexation Development Agreement and release the Property from the Annexation Development Agreement by having the City Manager of the City execute the Termination and Release of Annexation Development Agreement, which is attached as Exhibit C and incorporated herein. The City shall deliver the executed Termination and Release of Development Agreement to Owner for recording by Owner in the Official Public Records of Williamson County, Texas.

R-2025-149

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

(c) After the expiration of the term and any authorized extensions or amendments, this Agreement shall be deemed terminated without further action of the Parties and shall have no further force and effect.

3. **Miscellaneous**

(a) Any notice given hereunder by any Party to another shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

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

Owner
Russell D. Lewis and Lisa Lewis
7281 CR 455
Thorndale, TX 76577

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Annexation Development Agreement as it pertains to the Property. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the City has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the City of Hutto City Council.

(e) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default, which reasonable amount of time shall be no less than ten (10) days. The Parties acknowledge that in the event of default on any obligation under this Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Agreement.

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(f) This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(g) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

(i) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

(j) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such Party.

(k) The following exhibits are attached to and incorporated in the Agreement.

Exhibit A	Legal Description of the Property
Exhibit B	Restrictive Covenant
Exhibit C	Termination and Release of Annexation Development Agreement

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Entered into this the 5th day of June, 2025 (the "Effective Date").

THE CITY OF HUTTO, TEXAS

Signed by:
Matt Wojnowski
Matt Wojnowski
Acting City Manager

ATTEST

Laura Hallmark
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas

CHARLOTTE MARIE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-22-2029
Notary ID 128353351

OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

EXHIBIT "A"

LEGAL DESCRIPTION:

LEWIS TRACT – (R020450):
10.009 ACRES SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED APRIL 27, 1994 AND RECORDED AS DOCUMENT NO. 1994021420, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

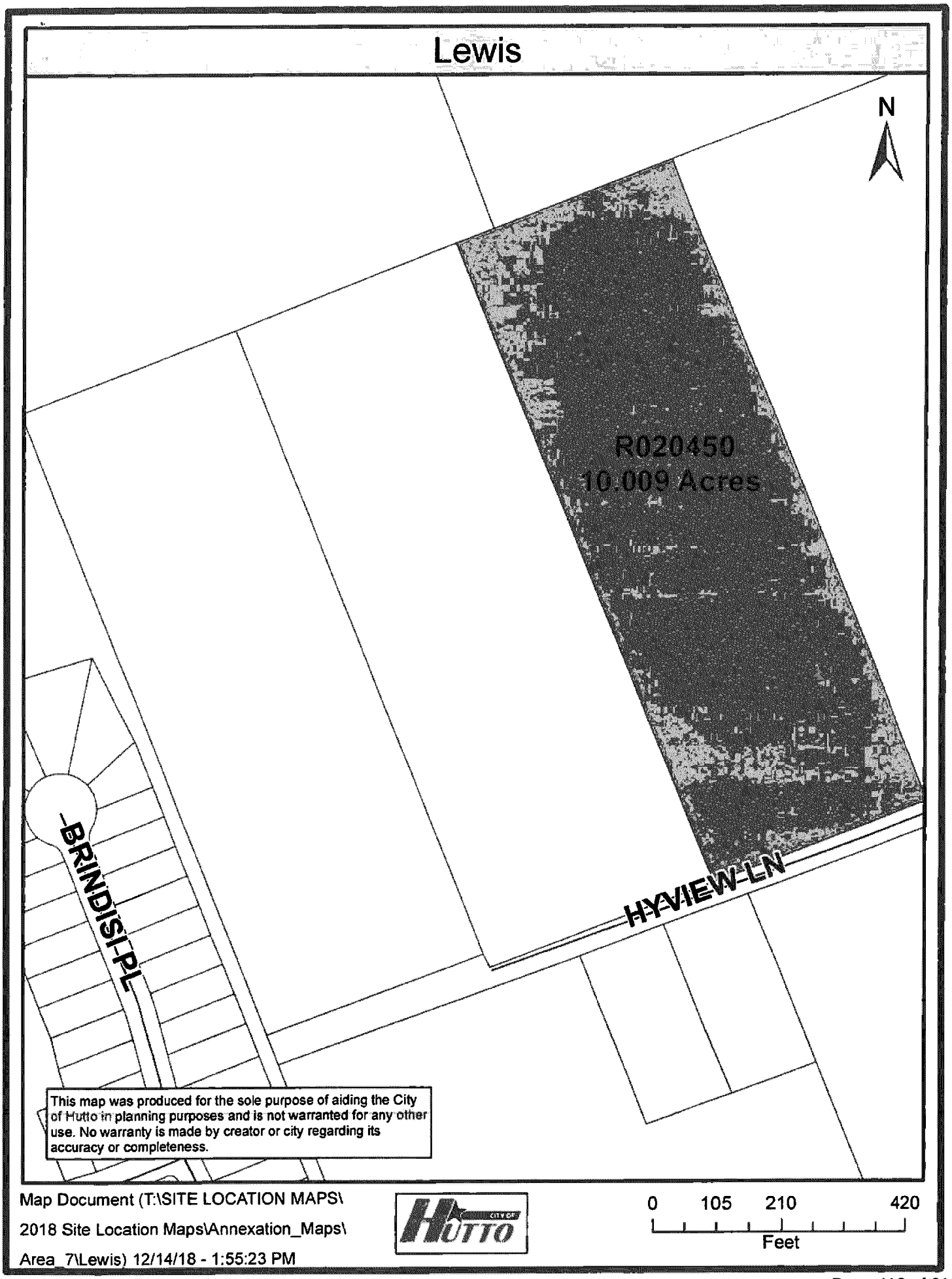

Lewis
N
R020450
10.009 Acres
BRINDISI PL
HYVIEW LN
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
Map Document (T:\SITE LOCATION MAPS\
2018 Site Location Maps\Annexation_Maps\
Area_7\Lewis) 12/14/18 - 1:55:23 PM
HUTTO
0 105 210 420
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EXHIBIT "A"

FIELD NOTES FOR 10.0062 ACRES OUT OF THE WILLIAM DUNN SURVEY ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS BEING THE SAME TRACT CONVEYED TO MICHAEL FITZGERALD IN VOL. 901 PG. 543 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found on the North line of a 50 foot wide access easement recorded in Vol. 901 Pg. 537 and Vol. 901 Pg. 543 of the Williamson County, Texas Deed Records at the Southeast corner of a 10 acre tract recorded in Vol. 794 Pg. 282 of the Williamson County, Texas Deed Records for the Southwest corner of this tract and the **POINT OF BEGINNING.**

THENCE N 19° 14' 09" W, 1131.20 feet to an iron pin found in a fence line at the North common corner of this tract and said 10 acre tract, also being on the South line of a 72 acre tract recorded in Vol. 2019 Pg. 31 of the Williamson County, Texas Deed Records for the Northwest corner of this tract.

THENCE N 70° 58' 00" E with a fence passing the South common of said 72 acre and a 72 acre tract recorded in Vol 595 Pg. 131 of the Williamson County, Texas Deed Records, in all a distance of 384.81 feet to an iron pin found at a fence corner at the Northwest corner of a 13.872 acre tract recorded in Vol. 1767 Pg. 643 of the Williamson County, Texas Deed Records for the Northeast corner of this tract.

THENCE with the fenced common line of this tract and said 13.872 acre tract the following two (2) courses:

1) S 19° 09' 07" E, 1008.72 feet to an iron pin found.

2) S 19° 12' 54" E, 130.27 feet to an iron pin found at the South common corner of said 13.872 acre tract and this tract, also being on the North line of said 50' access easement for the Southeast corner of this tract.

THENCE S 72° 08' 15" W with the North line of said 50'access easement, 383.40 feet to the **POINT OF BEGINNING** and containing 10.0062 acres more or less.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXHIBIT B
RESTRICTIVE COVENANT
REGARDING WASTEWATER SERVICE AND MUNICIPAL JURISDICTION

WHEREAS, Russell D. Lewis and Lisa Lewis (hereinafter referred to as "Owner"), own the real property in Williamson County, Texas containing 10.009 acres of land, more or less, described in the attached Exhibit A (the "Property").

WHEREAS, the City of Hutto, Texas, (the "City"), and the Owner have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth their agreement in writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows with respect to the Property, which agreement will constitute a covenant running with the land and will be binding on the Owner and his successors and assigns:

1. The following covenants and limitations on wastewater service (the "Covenants") shall apply to the Property:

(a) The Property shall not be developed by wastewater service provided by a prefabricated, skid or container mounted wastewater treatment facility located within the Property that discharges wastewater effluent outside the Property (a "Package Plant").

(b) Offsite wastewater service to the Property shall only be provided by a wastewater treatment facility owned and operated by a governmental entity.

2. In the event that Acts 2023, 88th R.S.,ch. 106, General and Special Laws of Texas (SB 2038) and Subchapter D of Chapter 42 of the Local Government Code are determined to be unconstitutional by a final, non-appealable judgment of a court of competent jurisdiction, thus rendering the Owner's petition dated September 13, 2024, for release from the City's extraterritorial jurisdiction to be of no force or effect, the Property shall remain within the extraterritorial jurisdiction of the City of Hutto in accordance with Chapter 42 of the Texas Local Government Code unless and until the Property is released from the City's extraterritorial jurisdiction by an act of the City or the Property is annexed by the City of Hutto.

3. The City of Hutto reserves the right to pursue the limited purpose annexation of any portion of the Property for the purpose of collecting sales and use tax for any commercial development.

4. Owner covenants that the Property shall be held, sold, conveyed, and occupied subject to this agreement and that the Covenants shall run with the land. Each contract or conveyance that may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to this agreement and the Covenants. If any person or entity violates or attempts to violate this agreement or the Covenants, the City, or its successors and assigns, may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement or the Covenants and may prevent said person or entity from violating or attempting to violate this agreement or the Covenants.

5. If any part or provisions of this agreement and the Covenants is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions of this agreement, and the remaining portions of this agreement will remain in full force and effect.

6. Any failure of the City, its successor and assigns, to enforce this agreement and the Covenants, whether the violations are known or not, will not constitute a waiver or estoppel of the City's right to do so.

7. This agreement may be modified, amended or terminated only by joint action of both the City Council and the owners of the Property, or such portion of the Property affected by such action, at the time of the modification, amendment, or termination. This agreement and the Covenants shall remain in full force and effect for a term of twenty (20) calendar years from the effective date set forth below, and shall terminate in its entirety at the end of such term.

EXECUTED to be effective June 2, , 2025.

OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

THE CITY OF HUTTO, TEXAS

Signed by:
Matt Wojnowski
3045675944F84E4...
Matt Wojnowski, Acting City Manager

ATTEST

Signed by:
Laura Hallmark
13497104F811450...
Laura Hallmark, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas

CHARLOTTE MARIE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-22-2029
Notary ID 128353351

Docusign Envelope ID: A1F767C1-5DFA-49CC-A3DC-1E97FC41FF19

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EXHIBIT C
TERMINATION AND RELEASE
OF
ANNEXATION DEVELOPMENT AGREEMENT

Date: June 5, 2025

Recording Information of Annexation Development Agreement:

Date of Agreement: January 18, 2019

Parties: **Russell D. Lewis and Lisa Lewis (collectively "Owner")** and the **City of Hutto, Texas**

Recording Information: City of Hutto Resolution No. R-19-03-21-10QQ and Annexation Development Agreement recorded on May 29, 2019, in **Document No. 2019046309** of the Official Public Records of Williamson County, Texas (the "Lewis Annexation Development Agreement")

Property: 10.009 acres of land, more or less, in Williamson County, Texas, as more particularly described in **Exhibit A**, attached hereto.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hutto, Texas and Russell D. Lewis and Lisa Lewis hereby terminate the above-described Lewis Annexation Development Agreement in its entirety and release the Property from the terms and obligations stated in the Lewis Annexation Development Agreement.

This instrument is executed and recorded pursuant to City of Hutto Resolution No. R-2025-149.

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THE CITY OF HUTTO, TEXAS

ATTEST

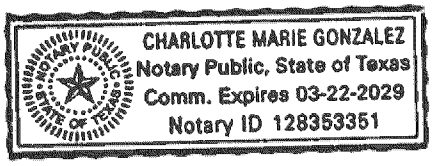
Signed by:
Laura Hallmark
1319701915114E0...
Laura Hallmark, City Secretary

Signed by:
Matt Wojnowski
3049676944F94E4...
Matt Wojnowski
Acting City Manager
500 West Live Oak Street
Hutto, Williamson County, Texas 78634

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 10, 2025, by Matt Wojnowski, Acting City Manager, on behalf of City of Hutto, Texas, a municipal corporation.

Charlotte Marie Gonzalez
Notary Public – State of Texas



OWNER

Russell D. Lewis

Russell D. Lewis

Lisa Lewis

Lisa Lewis
7281 CR 455
Thorndale, TX 76577

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 2, 2025, by Russell D. Lewis and Lisa Lewis.

Notary Public, State of Texas

LESLEY KAREN WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/08/27
NOTARY ID 226054-6

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2025046403

Pages: 16 Fee: $81.00
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KWEEMS



Nancy E. Rister, County Clerk
Williamson County,Texas

AGENDA ITEM REPORT
9.10.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-124 providing for adoption of a written policy authorizing the City to accept applications for primary depository services from eligible financial institutions not doing business within the City limits. (Alberta Barrett)
Meeting:	Thursday, May 21, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

At the May 7, 2026 City Council meeting, Council directed staff to re-release the Request for Applications (RFA) for primary depository services and to allow financial institutions located outside of the City limits to be eligible to submit proposals for consideration. Council indicated that the operational need for in-person banking services at a local branch location is limited and expressed a desire to increase competition in order to obtain the best overall banking services and pricing available to the City.

Chapter 105 of the Texas Local Government Code governs the selection of municipal depositories. Section 105 requires a municipality to adopt a written policy permitting and providing for the consideration of applications from financial institutions that are not doing business within the municipality before those institutions may be considered for primary depository services.

The proposed policy would authorize the City to consider applications from qualified financial institutions located outside of the City limits for primary depository services, provided those institutions otherwise meet all requirements established by the City's RFA and applicable state law.

Adoption of this policy will allow staff to proceed with reissuing the RFA in accordance with Council direction and applicable statutory requirements.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. Proposed R-2026-XXX adopting written policy regarding financial institutions outside of city limits

AGENDA ITEM REPORT
9.10.

2. POLICY FOR CONSIDERATION OF APPLICATIONS FOR PRIMARY DEPOSITORY SERVICES FROM FINANCIAL INSTITUTIONS NOT LOCATED WITHIN CITY LIMITS

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, PROVIDING FOR ADOPTION OF A WRITTEN POLICY AUTHORIZING THE CITY TO ACCEPT APPLICATIONS FOR PRIMARY DEPOSITORY SERVICES FROM ELIGIBLE INSTITUTIONS NOT DOING BUSINESS WITHIN THE CITY; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are a limited number of financial institutions operating within the City's municipal boundaries; it is in the best interest of the City to adopt a policy to allow financial institutions that do not operate within the City's boundaries to be considered eligible to provide depository services; and

WHEREAS, Chapter 105 of the Texas Local Government Code requires the City Council of Iowa Colony to approve and adopt a written policy permitting and providing for the consideration of applications for primary bank depository services from financial institutions not doing business within the City.

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

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

SECTION 2: That the attached exhibit "A" written policy of Hutto shall be approved.

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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st day of May, 2026, on a vote of ____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

Policy For Consideration Of Applications For Primary Depository Services From Financial Institutions Not Located Within City Limits

Section 1. Purpose

The purpose of this Policy is to permit and provide for the consideration of applications for primary depository services from financial institutions not doing business within the City limits, in accordance with Chapter 105 of the Texas Local Government Code.

The City Council finds that expanding eligibility for primary depository services may increase competition and provide the City with additional opportunities to obtain favorable banking terms, services, and pricing while continuing to ensure the safety and security of public funds.

Section 2. Authority

This Policy is adopted pursuant to Chapter 105 of the Texas Local Government Code, including all applicable provisions relating to the designation and selection of municipal depositories.

Section 3. Eligible Financial Institutions

The City may consider applications for primary depository services from financial institutions that are not located within or otherwise doing business within the City limits, provided that such institutions:

1. Are authorized to conduct business in the State of Texas;
2. Meet all eligibility requirements established by applicable law;
3. Are qualified to provide municipal depository services;
4. Submit a complete and responsive application in accordance with the City’s Request for Applications (RFA) or other solicitation documents; and
5. Meet all requirements related to collateralization, security of public funds, and financial stability as required by law and City policy.

Section 4. Evaluation Criteria

Applications submitted by financial institutions located both within and outside the City limits shall be evaluated based on criteria established in the City's RFA and applicable law, which may include, but are not limited to:

- Cost of services and banking fees;
- Interest earnings and other financial benefits to the City;
- Experience and qualifications in providing municipal banking services;
- Ability to meet the operational and technological needs of the City;
- Customer service and responsiveness;
- Electronic banking and treasury management capabilities;
- Collateralization and security of deposits; and
- Any other factors determined by the City to be in its best interest.

The City Council reserves the right to reject any or all applications and to select the proposal determined to provide the best value and overall benefit to the City.

Section 5. No Preference Created

Adoption of this Policy does not obligate the City to select a financial institution located outside the City limits, nor does it create a preference for any applicant. The City shall retain full discretion in evaluating and selecting its primary depository institution in accordance with applicable law and City procurement requirements.

Section 6. Administration

The City Manager, Finance Director, or their designee is authorized to administer this Policy and to include provisions consistent with this Policy in the City's solicitation documents for primary depository services.

Section 7. Effective Date

This Policy shall become effective immediately upon approval by the City Council.

APPROVED AND ADOPTED by the City Council on this ___ day of _____, 2026.

Mayor

ATTEST:

City Secretary

AGENDA ITEM REPORT
9.11.

To:	City Council
Subject:	Consideration and possible action on modifications to the City of Hutto Strategic Plan. (David Amsler)
Meeting:	Thursday, May 21, 2026
Department:	City Manager /
Staff Contact:	David Amsler

ITEM SUMMARY:

The City of Hutto continues to advance its strategic planning framework to better align Council priorities, organizational performance, and budget decisions.

Since the adoption of the Strategic Plan 2024–2026, the City Council and Leadership Team have met annually to review priorities, governance practices, and organizational alignment. These efforts ensure the Strategic Plan remains a practical, decision-driving tool that reflects both Council direction and community needs.

On *March 7, 2026,* the City Council and Leadership Team participated in a facilitated strategic planning session led by Dr. Galia Cohen. This session focused on refining Council priorities, strengthening alignment between strategy and operations, and reinforcing the City's commitment to measurable performance and accountability.

The proposed updates represent an advancement of the current plan by:

1. Strengthening alignment between strategic priorities, the annual budget, and departmental performance
2. Establishing clear, measurable Key Performance Indicators (KPIs) for Council consideration
3. Enhancing focus on infrastructure, financial sustainability, operational performance, and community trust.

We continue to inform our priorities through community feedback, including statistically valid survey data, which identified infrastructure (roads and traffic), financial stewardship, and public safety as the top priorities for residents.

This item seeks Council consideration and approval of the updated Strategic Plan, including refined priorities, initiatives, and performance measures that will guide policy direction, resource allocation, and organizational focus moving forward.

AGENDA ITEM REPORT
9.11.

FISCAL NOTES:

No fiscal impact.

ATTACHMENTS:

1. 2026 Strategic Plan Final Draft

STRATEGICPLAN

CITY OF HUTTO

2024-2027

*revised 04/16/2026



HISTORY OF HUTTO



Hutto cotton storage yard in 1897, located on Block 6 Railroad Addition now bound by Farley Street, Main Street, Pecan Street, and East Street. (Photo Courtesy of Thomas A. Munnerlyn family, description by Mike Fowler)

Way Back

Modern-day Hutto is in Williamson County, situated along a railroad route near the intersection of SH 130 and US 79. It is in a prime location, with Austin to the south, Round Rock to the west, and Taylor to the east. While it has experienced immense growth in recent years, Hutto has retained its authentic charm while expanding with desirable suburban neighborhoods, technology hubs, and a light-industrial sector.

The City of Hutto has a long history of being a unique, diverse, and welcoming community, full of new opportunities for each generation. Before its settlement, Central Texas was prominently home to the indigenous Lipan Apache, Comanche, and Tonkawa tribes. Archaeological artifacts were discovered at the Gault site, located about 30 miles north of Hutto, and can now be found at the Bullock Texas State History Museum. In 1876, the first person to live in Hutto was a young man named Adam Orgain. The 1880 United States Census records show that he was born a slave in Tennessee in 1837. At seventeen, he was placed alone on the Blackland Prairie, not far from Cottonwood Creek, to watch over the Orgain Family's cattle land and livestock.

The land was owned by James Emory Hutto, an early settler from Alabama who lived in Williamson County. That same year the International-Great Northern Railroad and the City were named to honor James Emory Hutto. Many farmers and ranchers flocked to the area, contributing to the cotton industry as it began to flourish in Central Texas. Many German, Danish, and Swedish immigrants settled in Hutto, and their influence is still felt today.



Basketball Champions of Williamson County



Carl Stern driving a John Deere tractor in 1939. His brother Vic, served on the Hutto Co-Op board. (Courtesy of Carl and Lois Stern)



Wagons and trailers await processing at Hutto Co-Op Cotton Gin in the Fall of 1947. (Courtesy of Hugh S. Davenport, Sr.)

Not So Distant Past

Slowly, the Blackland Prairie was replaced with farmland. Hutto's historical growth relied heavily on agricultural production, specifically cotton. The population reached 700 in 1896 when Hutto was described as an "important cotton market" by the Texas State Gazetteer. Storms destroyed many of the City's original buildings, leading to the construction of more sturdy brick buildings north of the railroad tracks, which is the site of the current day downtown. Unfortunately, in 1901 a fire destroyed all but one of the buildings on the east side of East Street between Front and Farley. After nearly 50 years of occupation, the City was officially incorporated in 1911 and adopted the Hippo as its school mascot in 1923.



Hutto in the 21st Century

Hutto's young, educated, and diverse population has grown significantly over the last decade. Young couples and families are a key part of Hutto's rapidly growing demographic and contribute to the City's strong workforce and economy. Two out of five residents are under 30, and the population is slightly more female. Hutto is a connected community where visitors want to live and residents want to stay. As of January 2024, Hutto ISD has more than 10,000 students enrolled. In a February 14, 2025 *Community Impact* article, a Hutto ISD representative stated that more than 50 languages are spoken in students' homes across the district. The legend of the Hippo is carried with pride: Hutto ISD is the only school district in the United States to have the Hippo as its mascot. "You say, Hutto; We say Hippo!" as the cheerleaders chant during the beloved games at Hutto Memorial Stadium. Hutto is known for its quality of life due to its unique Downtown, revitalized Co-Op District, and natural amenities. The City marks holidays throughout the year with community celebrations in Hutto parks and Downtown, which are filled with vendors. Residents and visitors enjoy live entertainment, dining, children's activities, and shopping at local businesses and farmers markets.

The Arts and Culture community is thriving, with artists calling Hutto home for their residences and studios. Sculptures, murals, paintings, and galleries are popping up all around town as Hutto continues to embrace the creative community. With over five thousand concrete hippos, it's been easy to appreciate art in Hutto, and our art scene continues to evolve as new talent and technology emerge. According to the Texas Cultural Trust Organization, the Texas Arts and Culture Industry has grown more than 30% over the past decade, generating nearly $380 million in state sales tax revenue.



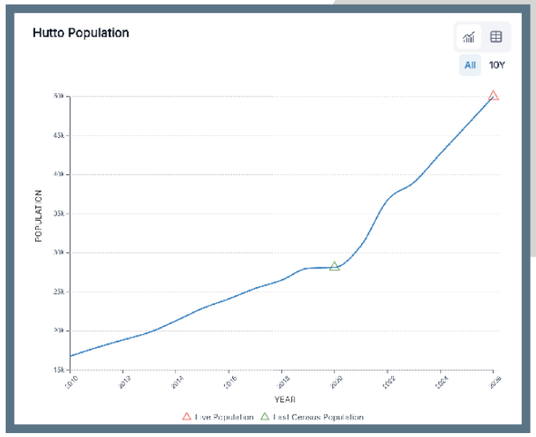
FAST GROWTH

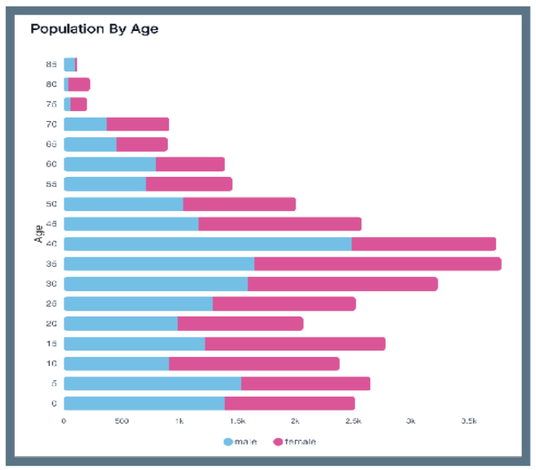
Everyone Wants to be a Hippo

The population has rapidly increased over the past two decades and is expected to continue growing. In 2010, Hutto had a population of 16,724; by 2020, it was 27,577, and now, in 2026, has an estimated population north of 46,000 residents who call Hutto home. Single-family homes have been built to accommodate this growth, and in 2021, 2,080 were completed. In 2022, that number dropped to 709 and rose to 1,842 the following year.

With such a booming population, businesses are ready to build in Hutto. In 2024, the City issued 17 commercial permits and approved 35 site plans. In 2025, a total of 13 commercial permits were issued, along with 34 site plan approvals. Within the past several years we have welcomed great additions to the Hutto business list, these include: Chuy's, Jack Allen's Kitchen, Top Notch, Smokey Mo's TX BBQ, Hooky Entertainment, Amy's Ice Creams, Panera Bread, Casa Jalisco, Holiday Inn, Hampton Inn and more. Businesses soon to call Hutto home include Petco and a Toyota dealership.









HUTTO THE PLAN

The City of Hutto has continued its multi-year evolution of strategic planning, building on prior work to deliver a more focused, and actionable framework. Community input remains central to this process and continues to shape our priorities. As reflected in recent results, residents have consistently identified infrastructure, economic development, and financial stability as top areas of focus.

This updated Strategic Plan represents a significant advancement from prior versions. It moves beyond alignment and vision-setting into execution. For the first time, the City is positioned to fully leverage Key Performance Indicators (KPIs) as a decision-making tool, not just a reporting mechanism. These KPIs will directly inform leadership on where to focus resources, adjust operations, and prioritize future investments.

Equally important, this framework establishes a clear line of accountability. By connecting community priorities to strategic initiatives, and those initiatives to measurable KPIs, the City can transparently demonstrate progress, identify gaps, and communicate results in a way that is meaningful to both Council and residents. This ensures that decisions are data-informed, expectations are clear, and the organization remains accountable to the public it serves.

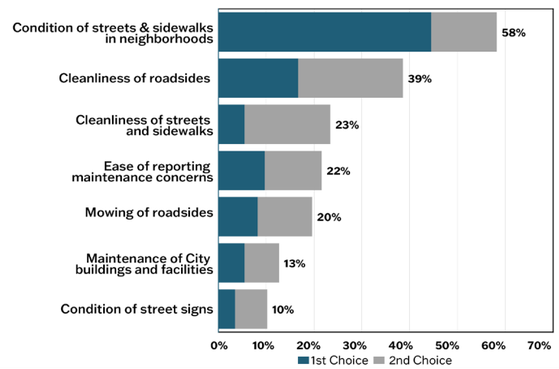
With this foundation in place, the Strategic Plan becomes not just a document but a management system that guides where we go next and how we measure success along the way.

Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from the City?

Sum of top 3 choices	Number	Percent
City finances	202	50.2 %
City special events	63	15.7 %
City infrastructure (Capital Improvement Projects/CIP) projects	293	72.9 %
City programs & services	149	37.1 %
City economic development	207	51.5 %
City emergency preparedness	131	32.6 %
Public input & participation opportunities	118	29.4 %
None chosen	8	2.0 %
Total	1171	

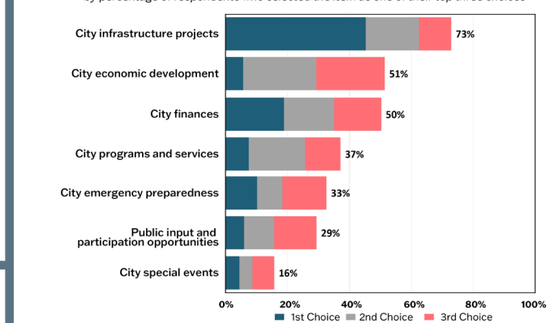
Maintenance Services That Should Receive the Most Emphasis From the City

by percentage of respondents who selected the item as one of their top two choices



Current Communication Items That Should Receive the Most Emphasis From the City

by percentage of respondents who selected the item as one of their top three choices





OUR**MISSION**

THE CITY OF HUTTO EXISTS TO PROVIDE **CORE SERVICES** TO THE COMMUNITY THROUGH **RESPONSIBLE STEWARDSHIP** OF PUBLIC RESOURCES.

OUR**VISION**

TO BUILD A **FINANCIALLY STRONG**, BUSINESS-FRIENDLY CITY THAT DELIVERS **EFFICIENT SERVICES**, **PROMOTES RESPONSIBLE GROWTH**, AND ENHANCES THE **QUALITY OF LIFE** FOR OUR COMMUNITY.

CORE**VALUES**

CONSISTENCY
COLLABORATION
MUTUAL RESPECT
FORWARD THINKING
SERVANT LEADERSHIP
INTEGRITY



I am honored to present the City of Hutto's 2024-2027 Strategic Plan. This period marks a significant phase in developing the promising future of our thriving community. City leaders are responsible for effective planning, and residents need a way to measure our success. This document contains the benchmarks we agreed to complete within the following 24 months. Our united decisions recorded here are to assure residents and businesses in the Hippo family that they are our priority.

The importance of having a plan and a way to measure success cannot be overstated. It ensures accountability and transparency, allowing residents to see the tangible outcomes of planning and initiatives, and keeping our resources on track for long-term goals. This document isn't intended to lay dormant on a shelf; rather, it serves as a tool for residents to gauge the effectiveness of these objectives to ensure that we are meeting the needs and expectations of our community.

The City of Hutto's Strategic Plan prominently features the 5-year Capital Improvement Plan. Capital improvement plans are crucial as they lay the foundation for long-term infrastructure development, ensuring that our city can accommodate growth and provide essential services. Truthfully, we have grown so exponentially that we are behind on infrastructure; that is why we are prioritizing catching up and then getting ahead now. Data from recurring citizen surveys informed our decision-making to place emphasis on infrastructure. Listening to our citizens through these statistically valid surveys is vital because it provides a comprehensive understanding of the community's needs and priorities, not just what we hear on the internet or read in the news.

City staff continue to work diligently and efficiently to prepare for growth while balancing efforts to address our current needs. Addressing these needs isn't easy, but it is important as we maintain the quality of life so many of us moved here for and ensure that the community remains a desirable place to live and work. Staff and council aim daily to foster a stable and supportive environment that addresses immediate concerns so that you know you belong here, and we are looking out for you.

Hutto prides itself on innovation. Relieving the tax burden in this ever-changing economy can be achieved through various means, including exploring alternative revenue sources, optimizing existing resources, and implementing cost-saving measures. By taking a holistic approach, we can provide high-quality services without placing undue financial pressure on our residents as costs skyrocket across the country.

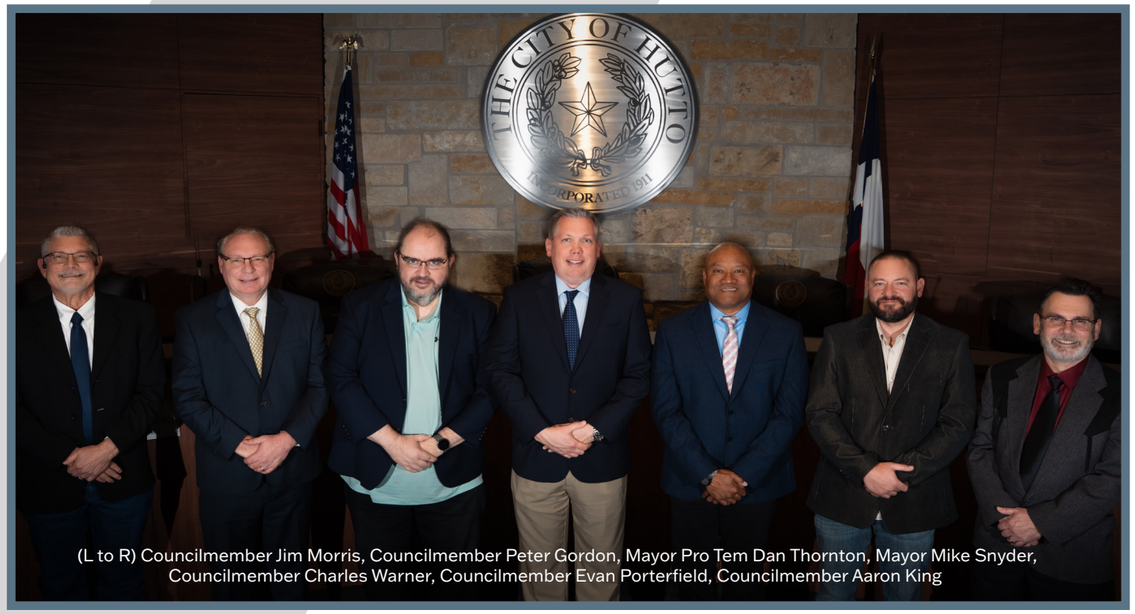
With a clear vision, measurable goals, and a roadmap for sustainable development, we ensure that resources are allocated efficiently, priorities are aligned with community needs, and progress is continuously monitored and adjusted as necessary. By doing so, the plan addresses current challenges and anticipates future opportunities, thereby securing a prosperous and resilient future for the City. I thank you for being a part of Hippo Nation and investing time in Hutto's health and success.

Mayor Mike Snyder



PAVING THE WAY

CITY LEADERS



(L to R) Councilmember Jim Morris, Councilmember Peter Gordon, Mayor Pro Tem Dan Thornton, Mayor Mike Snyder, Councilmember Charles Warner, Councilmember Evan Porterfield, Councilmember Aaron King

Accountability and Collaboration

Hutto operates under a Council-Manager form of government, which many local municipalities use because it combines the strong political leadership of elected officials with the strong managerial experience of an appointed manager. In Hutto's structure, residents elect their City Council, composed of the Mayor and six other Councilmembers who serve three-year terms. During City Council meetings on the first and third Thursdays of the month, the Council is responsible for setting policies, passing ordinances, voting on budgets, and representing the community's interests. The Council makes policy decisions and hires a City Manager to administer day-to-day operations.

This separates political decision-making from administrative functions. The City Manager has expertise in public administration, management, and urban planning. They implement the policies set by the Council, oversee the daily operations, manage staff, prepare the budget, and ensure that the City services are delivered efficiently and effectively. Overall, the Council-Manager form of local government is designed to keep the political power with elected officials and delegate delivery of public services, aiming to improve the efficiency and effectiveness of local government.

A strategic plan ensures that the Council's vision is revisited annually to adjust for unforeseen circumstances and welcomes new perspectives. Residents can hold all accountable for the objectives set out to be accomplished within the projected timelines. The conversations, data, and outcomes resulting from the actionable takeaways will shape future objectives, survey questions, and metrics. This isn't a document meant to be left in the lobby of City Hall or on a forgotten webpage, but to be referenced, dogeared, and cited. Bookmark this now, you'll want it later.



STRATEGIC PRIORITIES

Pillar 1 - Growth and Infrastructure Alignment

Align growth with infrastructure capacity to preserve service quality and community experience.

INITIATIVES

1A. Capital Improvement Program (CIP) Milestone Oversight

- Establish defined project milestones for all CIP projects from design to completion.
- Implement centralized project tracking to monitor timelines, progress, and accountability.
- Sustain road maintenance program through consistent annual $2.1 million investment, increasing the lifespan of current road infrastructure.

1B. Development and Infrastructure Coordination

- Improve coordination between development approvals and infrastructure capacity planning.
- Ensure major infrastructure investments support long-term growth patterns and mobility needs.
- Ensure water sustainability by balancing growth and long-term supply.

Pillar 2 - Responsible Financial Management

Maintain long-term financial sustainability while minimizing tax and rate increases while preserving service levels and infrastructure reliability.

INITIATIVES

2A. Long-Term Financial Sustainability Planning

- Develop a multi-year financial forecast that aligns operating costs, capital investments, and revenue projections.
- Integrate financial forecasting into annual budget development.
- Increase transparency regarding the long-term financial impact of capital improvement projects, including associated recurring costs.

2B. Revenue Diversification and Stewardship

- Support economic development strategies that increase the share of commercial property within the tax base.
- Align infrastructure investments and development policies to attract and retain business investment.
- Maintain or reduce utility rates over the next five years by identifying operational efficiencies, managing costs, and aligning capital investments with long-term affordability.

2C. Financial Stability and Reserves

- Maintain strong financial health through prudent budgeting and ongoing monitoring of expenditures.
- Sustain a minimum of 25% operating reserve to ensure long-term financial stability and resilience.

Pillar 3 - High-performing City Services

Deliver reliable city services through measurable performance, clear service expectations, and accountability.

INITIATIVES

3A. Performance Management and Accountability

- Establish standardized KPIs across departments aligned with strategic priorities.
- Implement routine City Council reports and performance review processes to track progress and outcomes.
- Publish performance data and progress updates to enhance transparency and accountability. (KPI dashboard by end of 2026)

3B. Service Delivery and Access

- Identify high-demand services and streamline internal processes to improve response times and service quality.
- Expand digital service options and improve accessibility for residents and businesses.
- Enhance communication and delivery of community-centered services, including parks, library, and recreational programs.

3C. Workforce and Organizational Capacity

- Attract and retain high-performing employees to ensure consistent service delivery.
- Ensure leadership accountability and clear expectations across departments.

Pillar 4 - Community Trust

Strengthen public trust through reliable public safety services, transparent communication and responsive engagement.

INITIATIVES

4A. Public Safety and Emergency Response

- Maintain high levels of public safety.
- Ensure reliable emergency preparedness, response, and recovery capabilites.
- Invest in public safety infrastructure and facilites to support service delivery and community growth.

4B. Transparency and Communication

- Provide clear, consistent communication to residents regarding City services, projects, and priorities.
- Deliver routine updates on major initiatives, capital projects, and essential services.
- Increase public information to support informed community engagement.

4C. Resident Engagement and Feedback

- Conduct regular community surveys and incorporate feedback into service improvements.
- Expand opportunities for resident engagement and two-way communication.
- Use real-time resident feedback to inform operational and policy decisions.

Strategic Pillar	Key Performance Indicators
Pillar I: Growth and Infrastructure Alignment	• Achieve a 40% improvement in the percentage of Capital Improvement Program (CIP) projects delivered on established timelines compared to baseline performance. • Maintain infrastructure capacity relative to projected growth demand in key utility areas, including a minimum 15% water system reserve capacity at all times. • Resolve at least 85% of infrastructure-related service requests within 72 hours through Hutto Solve-It. • Increase resident satisfaction ratings related to roads, traffic, and utility services by 3-5% year-over-year through the Community Survey.
Pillar 2: Responsible Financial Management	• Maintain a minimum General Fund operating reserve of 25% annually, with a long-term target range of 27-30%. • Increase the commercial property tax share as a percentage of the total tax base by at least 1% year-over-year. • Maintain annual utility rate adjustments at or below the annual rate of inflation absent emergency infrastructure requirements. • Maintain annual operating expenditure growth at or below the combined rate of population growth and inflation where operationally feasible. • Maintain General Fund annual debt service expenditures below 30% of total annual operating expenditures. • Provide annual financial forecasts identifying the long-term operational and maintenance costs associated with 100% of Capital Improvement Program (CIP) projects.
Pillar 3: High-performing City Services	• Increase the percentage of departmental strategic KPIs demonstrating positive year-over-year performance trends by 15% annually. • Publish quarterly performance reporting updates for 100% of departments and launch a public-facing KPI dashboard by the end of calendar year 2026. • Improve response times for high-demand City services by 5% year-over-year through process improvements and operational efficiencies. • Increase resident satisfaction related to overall City service delivery by 3-5% year-over-year through the Community Survey. • Increase utililization of digital City service platforms and online accesibility tools by 5% year-over-year. • Maintain employee turnover rates at or below 10%.
Pillar 4: Community Trust	• Maintain emergency response times for Priority 1 public safety calls within established departmental performance standards annually. • Maintain violent and property crime rates below state and national averages annually. • Provide public updates for 95% of active Capital Improvement Program (CIP) projects and major service disruptions at least monthly or at key project milestones. • Increase resident satisfaction related to City communication, transparency, and overall trust in local government by 3-5% year-over-year through the Community Survey. • Conduct a minimum of four resident engagement or community feedback events annually focused on City services, projects, and priorities. • Implement and publicly report operational or service improvements resulting from resident feedback in at least four City service areas annually.

1

GROWTH
AND INFRASTRUCTURE ALIGNMENT



Align growth with infrastructure capacity to preserve service quality and community experience.

INITIATIVES

1A. Capital Improvement Program (CIP) Milestone Oversight
- Establish defined project milestones for all CIP projects from design to completion.
- Implement centralized project tracking to monitor timelines, progress, and accountability.
- Sustain road maintenance program through consistent annual $2.1 million investment, increasing the lifespan of current road infrastructure.

1B. Development and Infrastructure Coordination
- Improve coordination between development approvals and infrastructure capacity planning.
- Ensure major infrastructure investments support long-term growth patterns and mobility needs.
- Ensure water sustainability by balancing growth and long-term supply.

Importance-Satisfaction Analysis Ratings Major Categories of Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rate
Very High Priority (IS >.20)						
Flow of traffic on major roads/highways	74.1%	1	10.8%	14	0.6610	1
Flow of traffic on City streets	64.7%	2	15.8%	13	0.5448	2
Maintenance of City streets	44.1%	3	33.4%	11	0.2937	3
Water utility services	40.5%	4	36.2%	10	0.2584	4
High Priority (IS .10-.20)						
Parks, trails, and recreation facilities	27.7%	5	46.5%	8	0.1482	5
Maintenance of sidewalks	20.8%	6	30.1%	12	0.1454	6
Wastewater/sanitary sewer services	19.9%	7	49.5%	6	0.1005	7
Medium Priority (IS <.10)						
Effectiveness of City communication	17.2%	9	47.0%	7	0.0912	8
City events and recreational programs	17.9%	8	55.4%	5	0.0798	9
Enforcement of local codes and ordinances	14.5%	10	45.5%	9	0.0790	10
Customer service provided by the City	9.2%	12	56.4%	4	0.0401	11
Overall quality of City Library services	9.7%	11	66.1%	2	0.0329	12
Stormwater management and flood control	7.4%	14	58.2%	3	0.0309	13
Solid waste services	7.7%	13	68.0%	1	0.0246	14

MILESTONES
AND PERFORMANCE INDICATORS



The City has made significant progress in advancing infrastructure improvements while maintaining responsible management of public resources. Major road projects have been completed, including Krueger Boulevard, which creates new opportunities for commercial development that can grow the tax base and reduce long-term pressure on residents. and the addition of several new traffic signals at key intersections, enhancing safety and traffic flow across Hutto.

Foundational planning work is also complete, with the Drainage, Water, and Wastewater Master Plans all finalized, alongside aesthetic upgrades along FM 3349. These investments position the City for long-term, cost-effective infrastructure decisions that protect residents from reactive spending.

Many additional projects are in design or under active construction, spanning road reconstruction, intersection improvements, drainage enhancements, and capacity expansions. This work reflects the City's commitment to meeting growing community needs while stewarding public funds responsibly.

To support continued accountability and transparency, the City has also implemented an internal tracking system to monitor project progress and performance, ensuring resources are being used effectively and milestones are met on time.
A key function of this tracking system is the early identification of at-risk projects, giving leadership the ability to deploy additional support and helping staff step in before projects fall behind.

The City has committed $2.1 million annually to its road maintenance fund, ensuring current infrastructure is regularly maintained. This consistent investment helps extend the life of Hutto's roads and avoids the higher costs that come with deferred maintenance.

2 RESPONSIBLE
FINANCIAL MANAGEMENT



Maintain long-term financial sustainability while minimizing tax and rate increases while preserving service levels and infrastructure reliability.

INITIATIVES

2A. Long-Term Financial Sustainability Planning
- Develop a multi-year financial forecast that aligns operating costs, capital investments, and revenue projections.
- Integrate financial forecasting into annual budget development.
- Increase transparency regarding the long-term financial impact of capital improvement projects, including associated recurring costs.

2B. Revenue Diversification and Stewardship
- Support economic development strategies that increase the share of commercial property within the tax base.
- Align infrastructure investments and development policies to attract and retain business investment.
- Maintain or reduce utility rates over the next five years by identifying operational efficiencies, managing costs, and aligning capital investments with long-term affordability.

2C. Financial Stability and Reserves
- Maintain strong financial health through prudent budgeting and ongoing monitoring of expenditures.
- Sustain a minimum of 25% operating reserve to ensure long-term financial stability and resilience.

Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from the City?

Sum of top 3 choices	Number	Percent
City finances	202	50.2 %
City special events	63	15.7 %
City infrastructure (Capital Improvement Projects/CIP) projects	293	72.9 %
City programs & services	149	37.1 %
City economic development	207	51.5 %
City emergency preparedness	131	32.6 %
Public input & participation opportunities	118	29.4 %
None chosen	8	2.0 %
Total	1171	

MILESTONES
AND PERFORMANCE INDICATORS



Fiscal discipline and long-term planning remained core focuses in 2025, with measurable results across several areas. Staff took a more active role in preparing financial statements, reducing auditor-required adjustments from 32 in FY 2023 to 12 in FY 2024 to 4 in FY 2025. The City also met the standard for the GFOA Certificate of Achievement for Excellence in Financial Reporting for the September 2024 audit.

The City shifted its investment strategy to actively manage cash based on future needs, adding certificates of deposit and daily sweeps into a higher-yield money market account, generating approximately $1 million in additional interest income while remaining fully compliant with the Public Funds Investment Act and the City's investment policy.

A comprehensive water and wastewater rate study was also completed, resulting in an approved rate structure effective October 2025 that aligns revenues with long-term infrastructure needs while minimizing future rate impacts. City Council adopted a tax rate of $0.385928, and the FY 2026 budget earned three Transparency Stars from the Texas Comptroller in traditional finances, debt obligations, and public pensions.

The City's strong financial health is maintained through prudent budgeting, ongoing expenditure monitoring, and a sustained minimum 25% operating reserve, keeping the City positioned for long-term fiscal resilience.

3 HIGH-PERFORMING CITY SERVICES



Deliver reliable, easy-to-access city services through measurable performance, clear service expectations, and accountability.

INITIATIVES

3A. Performance Management and Accountability

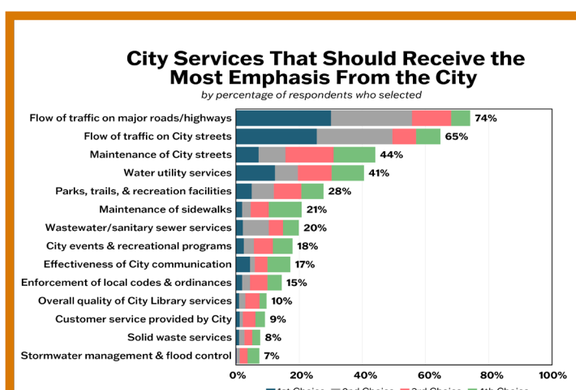
- Establish standardized KPIs across departments aligned with strategic priorities.
- Implement routine City Council reports and performance review processes to track progress and outcomes.
- Publish performance data and progress updates to enhance transparency and accountability. (KPI dashboard by end of 2026)

3B. Service Delivery and Access

- Identify high-demand services and streamline internal processes to improve response times and service quality.
- Expand digital service options and improve accessibility for residents and businesses.
- Enhance communication and delivery of community-centered services, including parks, library, and recreational programs.

3C. Workforce and Organizational Capacity

- Attract and retain high-performing employees to ensure consistent service delivery.
- Ensure leadership accountability and clear expectations across departments.



MILESTONES AND PERFORMANCE INDICATORS



The City made targeted investments in tools, technology, and processes to improve service delivery and internal accountability in 2025. The launch of Hutto Solve-It gave residents a streamlined way to submit and track service requests, closing 700 requests in its first full year. A website chatbot has also launched, making it faster and easier for residents and businesses to find City information without needing to call or visit City Hall.

Implementation of a resident experience program powered by Qualtrics is underway, with integration into Hutto Solve-It planned to create a feedback loop between residents and City staff. Once live, the program will capture real-time input on key service touchpoints including utility billing, City Hall customer service, and permitting, allowing the City to identify gaps and make targeted improvements based on actual resident experience.

To support responsible adoption of emerging technology, the City invested in Darwin AI to establish clear controls around artificial intelligence use across departments, ensuring tools are deployed safely, efficiently, and in alignment with City policy. These investments collectively lay the groundwork for more data-driven decision-making and consistent service delivery as Hutto continues to grow.

Internally, the City is working to align staffing and organizational structure with service demand, attract and retain high-performing employees, and set clear expectations for leadership accountability across departments. Standardized Key Performance Indicators are being established across departments tied to strategic priorities, with a public-facing performance dashboard planned for release by end of 2026.

4 COMMUNITY
TRUST



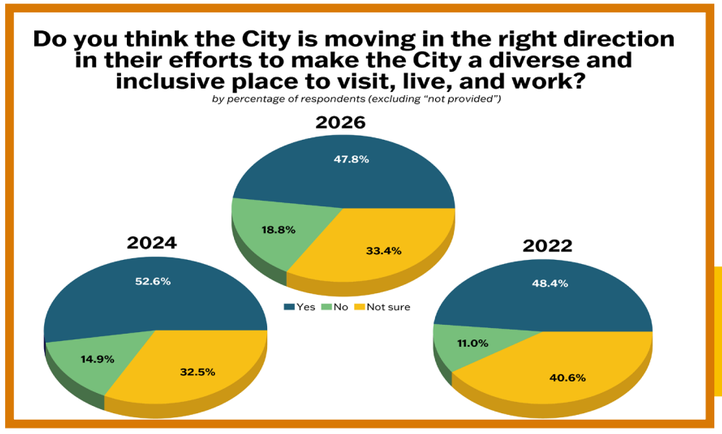
Strengthen public trust through reliable public safety services, transparent communication and responsive engagement.

INITIATIVES

4A. Public Safety and Emergency Response
- Maintain high levels of public safety.
- Ensure reliable emergency preparedness, response, and recovery capabilites.
- Invest in public safety infrastructure and facilites to support service delivery and community growth.

4B. Transparency and Communication
- Provide clear, consistent communication to residents regarding City services, projects, and priorities.
- Deliver routine updates on major initiatives, capital projects, and essential services.
- Increase public information to support informed community engagement.

4C. Resident Engagement and Feedback
- Conduct regular community surveys and incorporate feedback into service improvements.
- Expand opportunities for resident engagement and two-way communication.
- Use real-time resident feedback to inform operational and policy decisions.



MILESTONES
AND PERFORMANCE INDICATORS



Public safety, transparent communication, and meaningful resident engagement remain foundational to how Hutto operates. Hutto Police Department conducted over 10,000 cumulative training hours in 2025 and placed a strong emphasis on traffic enforcement as part of its broader strategy to keep Hutto ranked among the safest cities in Texas. Hutto's crime rate remains approximately 3.6 times lower than the national average, reflecting the department's sustained commitment to effective, community-oriented policing. Additionally, a new Justice Center is currently in design to support long-term public safety infrastructure needs as the city grows.

On the emergency management front, the City formally withdrew from the Williamson County Emergency Management Program and established its own independent operations, giving Hutto direct control over preparedness, response, and recovery planning. Emergency food and water reserves have also been expanded to strengthen the community's resilience during extended emergencies.

Parks and recreation continues to be a key touchpoint between residents and City services, with six parks averaging 94,800 visitors per quarter. The completion of the Fritz Park renovation in 2025 further enhances that experience, giving residents a refreshed space that reflects the City's ongoing investment in quality of life and community connection.

Resident feedback is actively used to shape service delivery and operational decisions. Statistically valid community surveys and multiple communication channels provide structured opportunities for residents to share their experiences and priorities, with results directly informing service improvements and policy decisions. The City is committed to making public information accessible and ensuring residents have meaningful opportunities to engage with and influence their local government.


HUTTOTX.GOV

AGENDA ITEM REPORT
9.12.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-021 amending the budget for FY 2026 for expenditures of the City of Hutto's General Fund and Economic Development Corporation. (Alberta Barrett)
Meeting:	Thursday, May 21, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

This proposed amendment addresses expenditures of the City's General Fund and the Economic Development Corporation as follows:

General Fund

This first proposed amendment increases the professional services line item in the Human Resources department for the executive recruitment of the City Engineer. The amount of the increase is $28,419. There are corresponding decreases in the salaries line items for Human Resources and Engineering, as well as the professional services line for engineering.

The second proposed amendment to the general fund is to increase engineering services in the engineering department for organizational consulting services. There is a corresponding decrease in the development service salary line item (attrition).

The net effect of these proposed amendments on the budgeted ending fund balance is $0.

Economic Development Corporation

This proposed amendment was presented to and approved by the HEDC board at their May 11, 2026 board meeting. This amendment is to increase the professional services line item for TIRZ consulting to finalize the project and financing plans for TIRZ 2 and TIRZ 3. The amount of the proposed amendment is $40,000.

Approving this amendment will result in a budgeted ending fund balance of $43,649,616.

AGENDA ITEM REPORT
9.12.

FISCAL NOTES:

The proposed amendments to the General Fund will not result in a net change to revenues and expenditures, and will not affect the budgeted ending fund balance. The proposed amendments to the Hutto Economic Development Corporation will increase expenditures by $40,000, resulting in a budgeted ending fund balance of $43,649,616.

ATTACHMENTS:

1. Ordinance - Budget Amend 5-21-26
2. Exhibit A - Proposed Amendments

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR CERTAIN EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PLACING ADDITIONAL RESTRICTIONS ON SAID FUNDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the City Council for the City of Hutto, Texas, adopted the City's Fiscal Year 2025-2026 Budget in September of 2025; and

WHEREAS, pursuant to Texas Local Government Code Section 102.010, the City Council has determined that it is necessary to amend the City's Fiscal Year 2025-2026 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

WHEREAS, pursuant to Section 8.07(a) of the City of Hutto Home Rule Charter, after adoption of the budget, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the budget, the City Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and

WHEREAS, pursuant to Section 8.07(b) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance make emergency appropriations to meet a public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, after adoption of the budget, the City council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other department or major organizational units; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, the City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organization unit and shall report such transfers to the City Council no later than the next regular City Council meeting; and

WHEREAS, Exhibit A shows the proposed budget amendments as follows:

General Fund (10)
Hutto Economic Development Corporation (35)

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The appropriations for the fiscal year beginning October 1, 2025, and ending September 30, 2026, for the support of the general government of the City of Hutto, Texas, shall be amended as shown in **Exhibit A.**

SECTION 3. The amendment, as shown in words and figures in **Exhibit A**, is hereby approved by the City Council in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2025, through September 30, 2026.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code Section 102.011.

SECTION 5: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 6: 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 7: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 8: 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 9: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 21st of May, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary

Note: Items below are only accounts that are included in this budget amendment

	General Fund (10)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures							
Human Resources							
10-010-004-6001		Salaries	407,415	342,415	(9,000)	333,415	Salary savings for vacancies
10-010-004-6405		Professional Services	75,496	75,496	28,419	103,915	Increase professional services for City Engineer recruitment
Development Services							
10-030-021-6001		Salaries	1,067,406	947,406	(42,500)	904,906	Salary savings for vacancies
Engineering							
10-040-023-6001		Salaries	1,193,410	1,025,514	(4,419)	1,021,095	Salary savings for vacancies
10-040-023-6404		Engineering Services	0	0	42,500	42,500	Increase for proposed Lochner contract
10-040-023-6405		Professional Services	0	15,000	(15,000)	0	Contract for interim city engineer no longer needed
	Expenditures				**0**		
	Net Increase (Decrease)				**0**		

	Economic Development Corp (35)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures							
35-500-008-6405		Professional Services	10,012	44,012	40,000	84,012	To increase professionals services for completion of TIRZ 2 and 3 project and financing plans
	Expenditures				**40,000**		
	Net Increase (Decrease)				**(40,000)**		

General Fund: Budget Amendments by Division					
	Description	Adopted Budget	Current Budget	Amendment	Revised Budget
	General Fund Operating (10)				
	Budgeted Beginning Fund Balance	8,133,953	10,614,252		10,614,252
Revenues					
	Property Taxes	14,504,924	15,189,073		15,189,073
	Ad Valorem Taxes - Current	*14,525,766*	*15,246,787*		15,246,787
	Ad Valorem Taxes - Prior Years	*84,900*	*84,900*		84,900
	Property Tax Rebates	*(105,742)*	*(142,614)*		(142,614)
	Sales Taxes	11,201,255	10,827,151		10,827,151
	Franchise Fees	1,550,259	1,550,259		1,550,259
	Permits & Licenses	4,834,300	4,751,415		4,751,415
	Intergovernmental Revenue	-	-		-
	Charges for Services	396,800	396,800		396,800
	Fines	732,147	132,147		132,147
	Interest Earned	535,000	535,000		535,000
	Other Revenues	654,300	655,411		655,411
	Other Financing Sources	7,500	7,500		7,500
	Drainage Fees	690,000	690,000		690,000
	Transfers In from Other Funds	775,168	775,168		775,168
	Total Revenues	**35,881,653**	**35,509,924**	**-**	**35,509,924**
Expenditures					
Administrative Services	**Administration**				
	Personnel	789,730	789,560		789,560
	Supplies	10,720	10,665		10,665
	Contractual Services	500	540		540
	General	72,843	72,858		72,858
	Total Administration	**873,793**	**873,623**	**-**	**873,623**
	City Council				
	Personnel	73,915	73,915		73,915
	Supplies	10,950	10,950		10,950
	Contractual Services	273,100	273,100		273,100
	General	580,645	580,645		580,645
	Total City Council	**938,610**	**938,610**	**-**	**938,610**
	Legal				
	Contractual Services	840,042	840,042		840,042
	Total Legal	**840,042**	**840,042**	**-**	**840,042**
	Human Resources				
	Personnel	524,408	459,278	(9,000)	450,278
	Supplies	45,935	43,969		43,969
	Contractual Services	118,139	120,105	28,419	148,524
	General	30,572	30,572		30,572
	Total Human Resources	**719,054**	**653,924**	**19,419**	**673,343**
	Finance				
	Personnel	1,443,748	1,416,890		1,416,890
	Supplies	3,400	9,600		9,600
	Contractual Services	315,632	315,943		315,943
	General	63,722	64,022		64,022
	Total Finance	**1,826,502**	**1,806,455**	**-**	**1,806,455**

Administrative Services	**Municipal Court**				
	Personnel	517,964	518,043		518,043
	Supplies	2,800	2,800		2,800
	Contractual Services	55,700	55,700		55,700
	General	91,808	91,808		91,808
	Total Municipal Court	**668,272**	**668,351**	**-**	**668,351**
Development & Infrastructure	**Economic Development**				
	Personnel	394,999	394,839		394,839
	Supplies	9,514	9,514		9,514
	Contractual Services	10,040	10,039		10,039
	General	31,222	31,222		31,222
	Total Economic Development	**445,775**	**445,614**	**-**	**445,614**
	Development Services				
	Personnel	1,399,839	1,270,627	(42,500)	1,228,127
	Supplies	8,800	8,800		8,800
	Maintenance	53,150	53,150		53,150
	Contractual Services	313,600	313,600		313,600
	General	26,745	26,745		26,745
	Total Development Services	**1,802,134**	**1,672,922**	**(42,500)**	**1,630,422**
	Engineering				
	Personnel	1,509,381	1,341,229	(4,419)	1,336,810
	Supplies	11,300	6,300		6,300
	Contractual Services	31,203	46,203	27,500	73,703
	General	21,530	11,530		11,530
	Total Engineering	**1,573,414**	**1,405,262**	**23,081**	**1,428,343**
	Fleet Maintenance				
	Personnel	207,577	208,283		208,283
	Supplies	3,291	3,291		3,291
	Maintenance	133,297	133,297		133,297
	Contractual Services	8,720	8,720		8,720
	General	2,000	2,000		2,000
	Total Fleet Maintenance	**354,885**	**355,591**	**-**	**355,591**
	Facility Maintenance				
	Personnel	222,312	235,147		235,147
	Supplies	22,171	22,171		22,171
	Maintenance	269,112	269,112		269,112
	Contractual Services	127,452	127,452		127,452
	General	3,250	3,250		3,250
	Total Facility Maintenance	**644,297**	**657,132**	**-**	**657,132**

Development & Infrastructure	**Construction Inspection**				
	Personnel	704,403	689,067		689,067
	Supplies	29,532	29,532		29,532
	Contractual Services	65,370	65,570		65,570
	General	8,615	8,415		8,415
	Total Construction Inspection	**807,920**	**792,584**	**-**	**792,584**
	Streets & Drainage				
	Personnel	1,082,077	1,071,678		1,071,678
	Supplies	148,087	148,087		148,087
	Maintenance	2,408,500	2,408,500		2,408,500
	Contractual Services	475,255	475,255		475,255
	General	411,413	411,413		411,413
	Total Streets & Drainage	**4,525,332**	**4,514,933**	**-**	**4,514,933**
Strategic Operations	**Police**				
	Personnel	8,696,762	8,655,448		8,655,448
	Supplies	594,825	594,825		594,825
	Maintenance	86,325	78,839		78,839
	Contractual Services	2,060,507	2,067,994		2,067,994
	General	234,876	234,876		234,876
	Total Police	**11,673,295**	**11,631,982**	**-**	**11,631,982**
	Emergency Management				
	Personnel	311,402	296,282		296,282
	Supplies	12,988	12,642		12,642
	Contractual Services	37,207	37,554		37,554
	General	9,200	9,200		9,200
	Total Emergency Management	**370,797**	**355,678**	**-**	**355,678**
	Strategic Operations Administration				
	Personnel	275,769	275,744		275,744
	Supplies	350	350		350
	Total Strategic Operations Administration	**276,119**	**276,094**	**-**	**276,094**
	City Secretary				
	Personnel	288,215	288,167		288,167
	Supplies	560	560		560
	Contractual Services	151,361	184,401		184,401
	General	5,900	5,860		5,860
	Total City Secretary	**446,036**	**478,988**	**-**	**478,988**
	Communications				
	Personnel	428,741	428,661		428,661
	Supplies	1,671	1,671		1,671
	Contractual Services	88,533	88,533		88,533
	General	10,635	10,635		10,635
	Total Communications	**529,580**	**529,500**	**-**	**529,500**

Strategic Operations	**Information Technology**				
	Personnel	679,773	654,984		654,984
	Supplies	27,159	28,168		28,168
	Contractual Services	995,012	1,023,012		1,023,012
	General	11,508	11,508		11,508
	Total Information Technology	**1,713,452**	**1,717,672**	**-**	**1,717,672**
Community Services	**Community Services Administration**				
	Personnel	393,470	393,426		393,426
	Supplies	5,100	5,100		5,100
	General	1,100	1,100		1,100
	Total Community Services Administration	**399,670**	**399,626**	**-**	**399,626**
	Library				
	Personnel	671,757	661,507		661,507
	Supplies	64,525	63,516		63,516
	Contractual Services	6,300	6,300		6,300
	General	19,060	20,171		20,171
	Total Library	**761,642**	**751,494**	**-**	**751,494**
	Parks & Recreation				
	Personnel	1,248,667	1,228,414		1,228,414
	Supplies	231,985	262,145		262,145
	Maintenance	119,900	133,350		133,350
	Contractual Services	391,395	391,395		391,395
	General	83,070	73,870		73,870
	Total Parks & Recreation	**2,075,017**	**2,089,174**	**-**	**2,089,174**

Non-Dept

Non-Departmental				
Personnel	220,733	235,139		235,139
Supplies	19,220	19,220		19,220
Contractual Services	16,126	16,125		16,125
General	565,331	573,922		573,922
Total Non-Departmental	**821,410**	**844,406**	**-**	**844,406**
Transfer Out to Other Funds	**455,975**	**504,252**		**504,252**
Total Expenditures	**35,543,023**	**35,203,909**	**0**	**35,203,909**
Net Change in Fund Balance	338,630	306,015	0	306,015
Ending Fund Balance	**8,472,583**	**10,920,267**		**10,920,267**
Reserve Requirement (25%)	8,771,762	8,771,762		8,771,762
Excess (Deficit)	($299,179)	$2,148,505		$2,148,505

Budget Amendments by Fund

	Description	Original Budget	Current Budget	Amendment	Revised Budget
Economic Development Corporation					
	Beginning Fund Balance	9,112,131	9,112,131		9,112,131
Revenues					
	Sales Tax	3,618,706	3,658,706		3,658,706
	Sales Tax Rebates	0	(40,000)		(40,000)
	Interest Earned	175,000	175,000		175,000
	Contribution from City	0	46,256,436		46,256,436
	Miscellaneous Revenue	38,080,654	38,080,654		38,080,654
	Total Revenues	41,874,360	88,130,796	0	88,130,796
Expenditures					
	Supplies and Materials	2,408	2,408		2,408
	Contractual Services	208,579	242,579	40,000	282,579
	Other/Miscellaneous Expenses	1,163,785	1,164,403		1,164,403
	Capital Outlay	0	46,256,436		46,256,436
	Debt Services	13,951,203	5,887,485		5,887,485
	Total Expenditures	15,325,975	53,553,311	40,000	53,593,311
	Net Change in Fund Balance	26,548,385	34,577,485	(40,000)	34,537,485
	Ending Fund Balance	35,660,516	43,689,616		43,649,616

AGENDA ITEM REPORT
9.13.

To:	City Council
Subject:	Consideration and possible action on acceptance of the April 2026 financial report (Alberta Barrett)
Meeting:	Thursday, May 21, 2026
Department:	Finance /
Staff Contact:	Alberta Barrett

ITEM SUMMARY:

Staff presents financial statements monthly to the City Council. The following are highlights of the first seven months of the fiscal year:

- General fund revenues are currently at 69.86% of budgeted amounts. This is tracking slower than April 2025, in which 74.48% of revenues were received.
    - TIRZ 1 and TIRZ 3 property tax increment allocations were completed in April ($92,799.51 and $214,142 respectively). Due to this transfer, and a modest collection of property tax receipts during the month, year-to-date property tax revenues decreased to 97.93% of budgeted amounts.
    - Sales taxes continue to fall short of budgeted amounts through April. Looking ahead, however, May sales tax collections were strong, exceeding the monthly budgeted amount by $73,910.
- General fund expenditures are at 48.72% of budgeted amounts. Expenditures tend to increase in the spring and summer months, with programs such as summer camp and road maintenance occurring during those time periods. General fund expenditures in April of last year were also at exactly 48.72%.
- Cash balances are currently just under $320 million, which is approximately a $19 million decrease since March. The cash decrease is largely attributed to Utility CIP expenditures (specifically the 2024 Certificates of Obligation). This cash balance excludes the cash held by the City's public improvement districts, local government corporations, and tax increment reinvestment zones.

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

AGENDA ITEM REPORT
9.13.

1. April 2026 Financials

MONTHLY UNAUDITED FINANCIAL REPORT

FOR THE MONTH ENDED APRIL 30, 2026

Finance Department

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CITY OF HUTTO

MAJOR FUNDS AT A GLANCE

FOR THE MONTH ENDED APRIL 30, 2026

GENERAL FUND (10) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 10,614,355	$ 10,614,355
Revenue	35,509,923	24,805,648
Expenses	35,203,916	17,151,813
Ending Fund Balance	**$ 10,920,362**	**$ 18,268,190**

UTILITY FUND (50) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 12,408,745	$ 12,408,745
Revenue	40,383,288	19,316,886
Expenses	41,145,311	15,844,787
Ending Fund Balance	**$ 11,646,722**	**$ 15,880,844**

DEBT SERVICE (11) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 2,124,296	$ 2,124,296
Revenue	8,668,093	8,354,533
Expenses	8,497,898	2,442,079
Ending Fund Balance	**$ 2,294,491**	**$ 8,036,750**

HOTEL TAX FUND (24) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 1,396,768	$ 1,396,768
Revenue	435,908	138,717
Expenses	143,674	68,704
Ending Fund Balance	**$ 1,689,002**	**$ 1,466,781**

ECONOMIC DEVELOPMENT (EDC) FUND (35) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 8,373,536	$ 8,373,536
Revenue	88,130,796	9,626,212
Expenses	53,553,311	2,350,855
Ending Fund Balance	**$ 42,951,021**	**$ 15,648,893**

PARK IMPROVEMENT FUND (40) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 1,478,600	$ 1,478,600
Revenue	246,875	53,853
Expenses	541,301	268,803
Ending Fund Balance	**$ 1,184,174**	**$ 1,263,650**

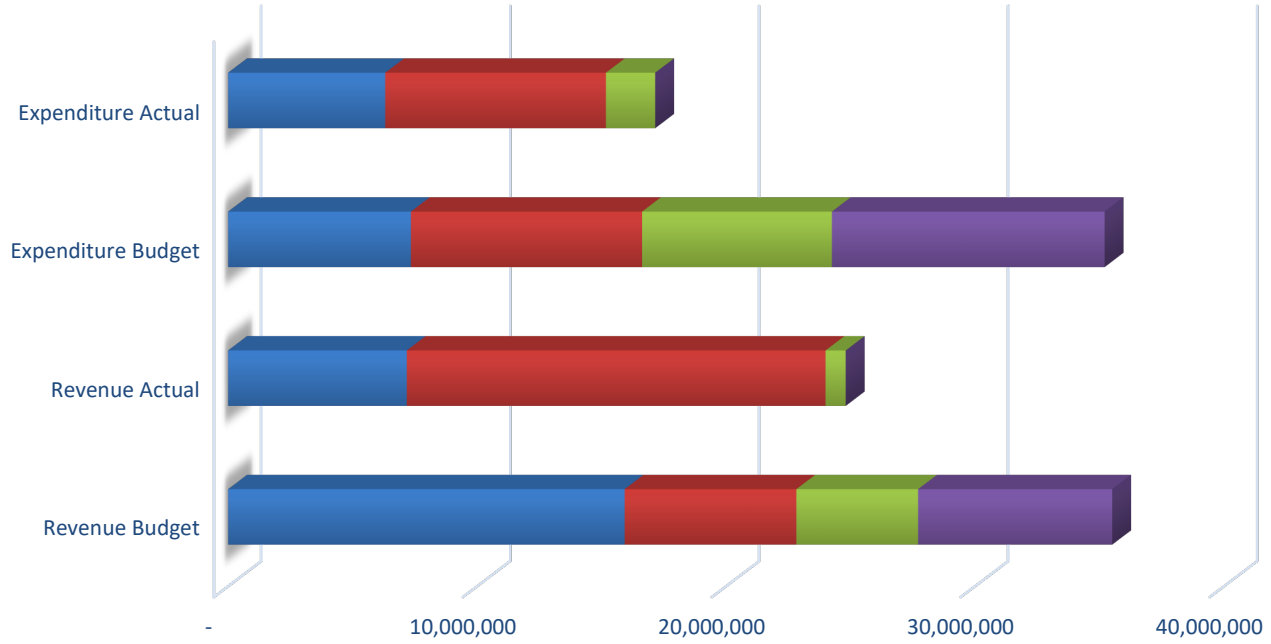
COMMUNITY BENEFIT FEE FUND (41) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 2,705,228	$ 2,705,228
Revenue	87,413	48,102
Expenses	1,448,862	844,604
Ending Fund Balance	**$ 1,343,779**	**$ 1,908,726**

TRANSPORTATION IMPROVEMENT FUND (42) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 8,905,976	$ 8,905,976
Revenue	1,800,696	842,100
Expenses	6,083,641	581,729
Ending Fund Balance	**$ 4,623,031**	**$ 9,166,347**

IMPACT FEE FUND (52) SUMMARY	**Budget**	**Fiscal YTD**
Budgeted Beginning Fund Balance	$ 28,618,797	$ 28,618,797
Revenue	10,726,746	2,656,356
Expenses	18,462,789	3,078,369
Ending Fund Balance	**$ 20,882,754**	**$ 28,196,784**

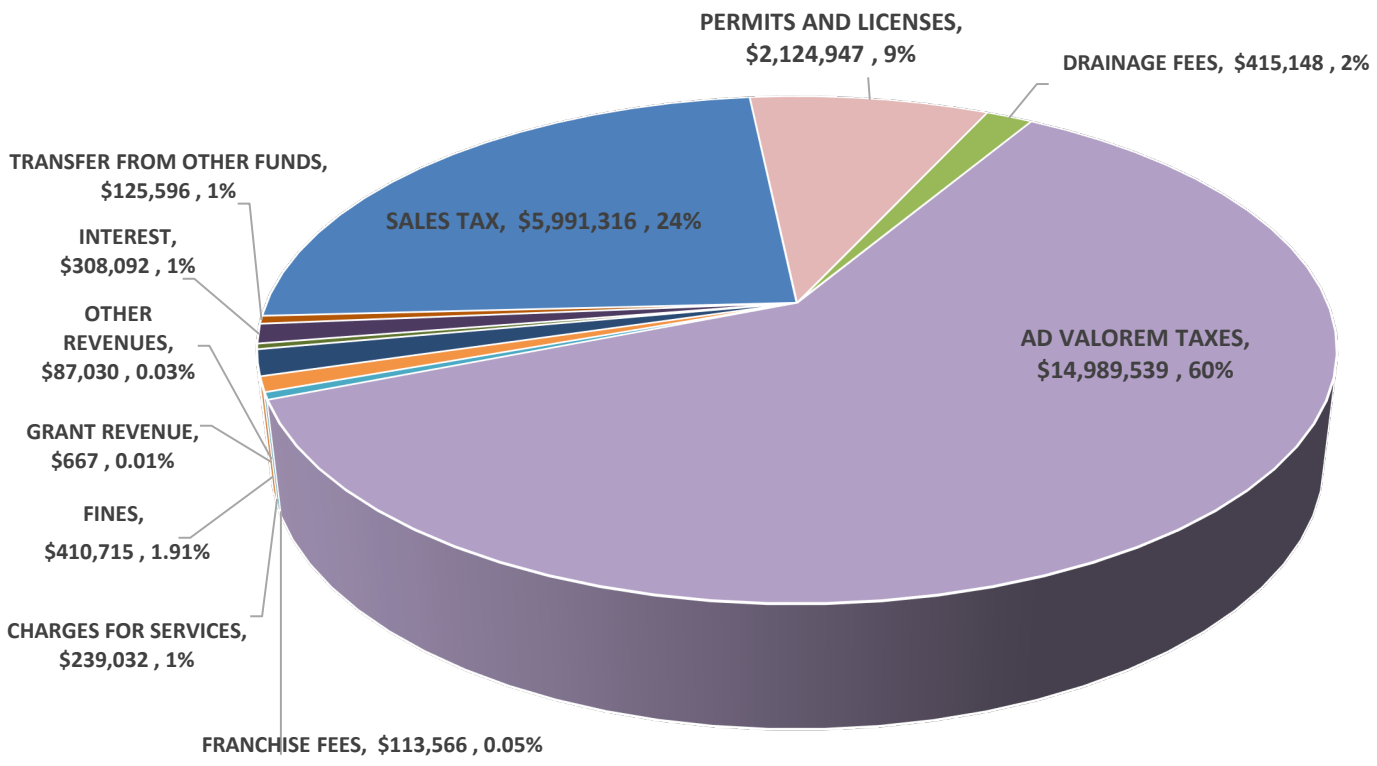
FINANCIAL DASHBOARD FOR THE MONTH ENDING APRIL 30, 2026

General Fund

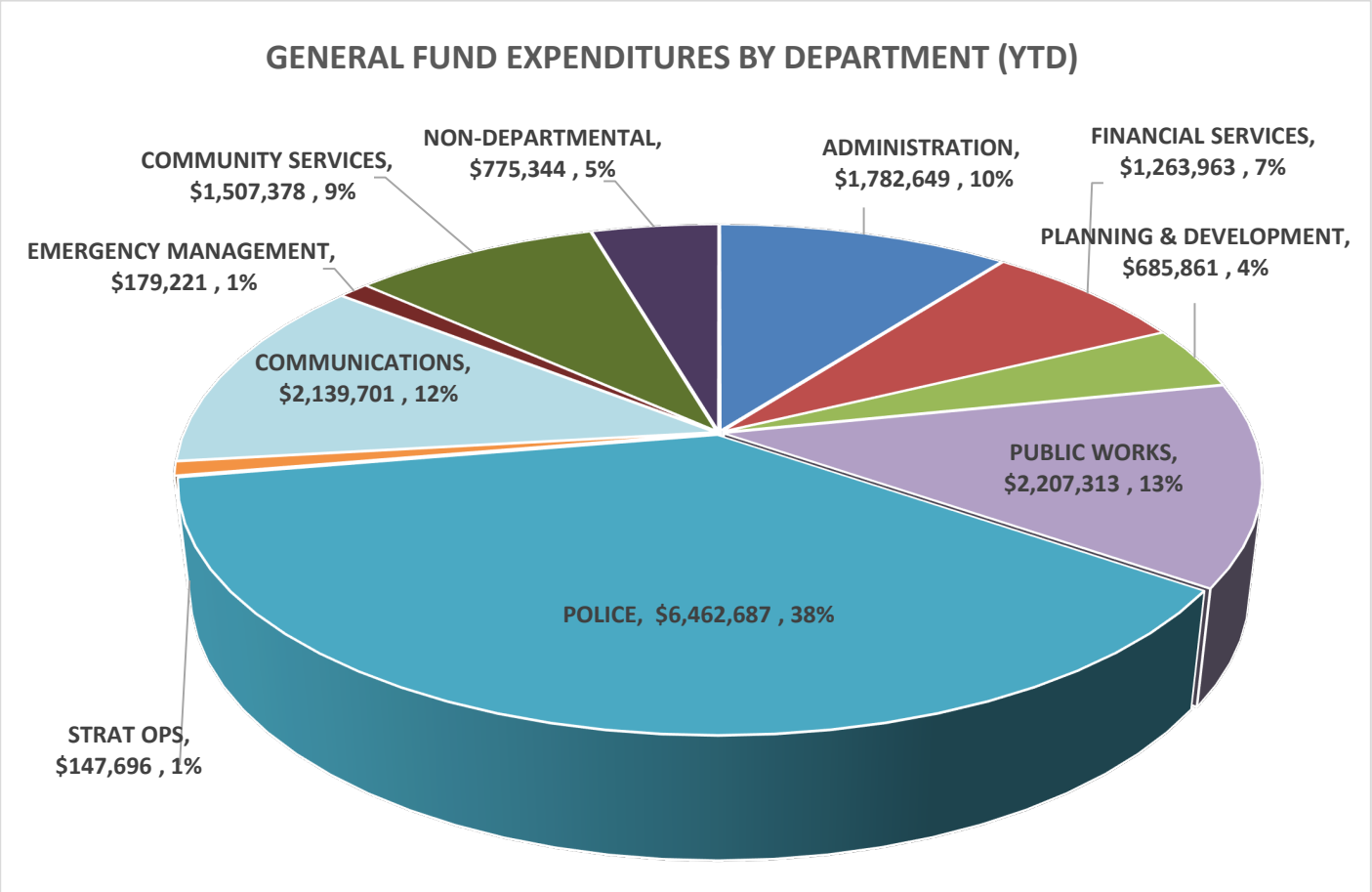


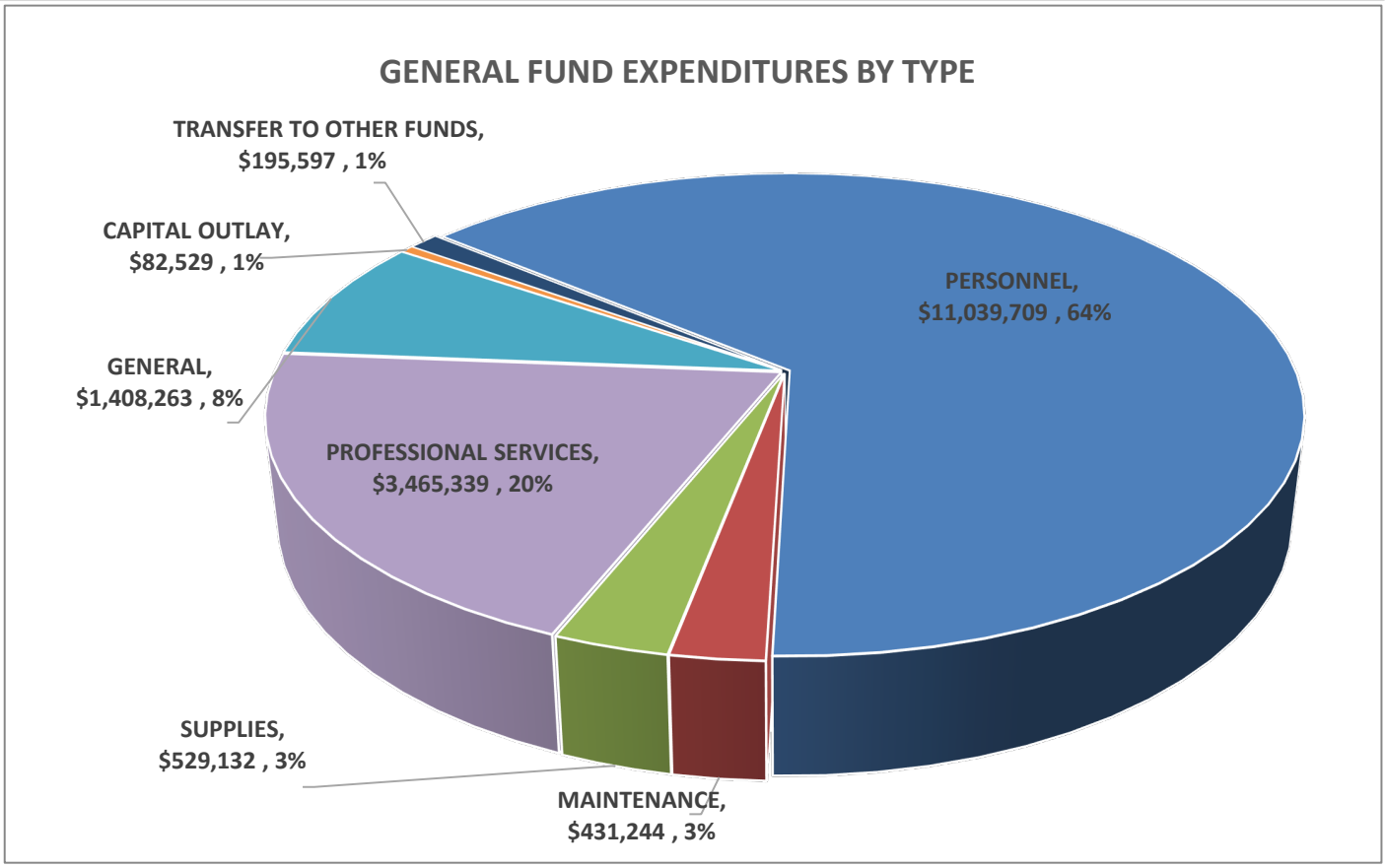
	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	15,926,199	7,174,141	7,340,017	6,309,354
Quarter 2	6,896,027	16,819,768	9,286,794	8,865,631
Quarter 3	4,889,717	811,739	7,621,648	1,976,828
Quarter 4	7,797,980	-	10,955,457	-

GENERAL FUND REVENUE



FINANCIAL DASHBOARD FOR THE MONTH ENDING APRIL 30, 2026





CITY OF HUTTO

GENERAL FUND

STATEMENT OF REVENUES

FOR THE MONTH ENDED APRIL 30, 2026

REVENUES	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
AD VALOREM TAXES	13,895,836	14,560,616	15,331,687	(278,862)	15,013,966	(317,721)	97.93%	(a)
PROPERTY TAX REBATES	(1,776,524)	(12,756)	(142,614)	(24,427)	(24,427)	118,187	-	
SALES TAX	10,339,346	11,536,796	11,958,651	737,449	6,207,647	(5,751,004)	51.91%	
SALES TAX REBATES	(823,668)	(937,048)	(1,200,000)	-	(278,467)	921,533	23.21%	
CITY LIQUOR SALES TAX	56,454	80,559	68,499	7,704	62,136	(6,363)	90.71%	
FRANCHISE FEES	1,354,462	1,492,426	1,550,259	20,167	113,566	(1,436,693)	7.33%	(b)
PERMITS AND LICENSES	5,288,896	4,146,674	4,751,415	138,433	2,124,947	(2,626,468)	44.72%	
CHARGES FOR SERVICES	356,474	386,554	396,800	4,163	239,032	(157,768)	60.24%	
FINES	501,865	733,555	732,147	63,057	410,715	(321,432)	56.10%	
DRAINAGE FEES	657,211	689,291	690,000	59,759	415,148	(274,852)	60.17%	
GRANT REVENUE	38,171	86,659	1,111	-	667	(444)	100.00%	(c)
OTHER REVENUES	310,566	2,211,272	61,800	21,374	87,030	25,230	140.83%	(d)
INTEREST	804,437	529,800	535,000	62,922	308,092	(226,908)	57.59%	
SUB - TOTAL	31,003,526	35,504,398	34,734,755	811,739	24,680,052	(10,054,703)	71.05%	
TRANSFER FROM OTHER FUNDS	1,084,866	-	775,168	-	125,596	(649,572)	16.20%	
TOTAL REVENUES	**32,088,392**	**35,504,398**	**35,509,923**	**811,739**	**24,805,648**	**(10,704,275)**	**69.86%**	

GENERAL FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	5,564,745	7,812,477	10,614,355	10,614,355
Revenue	32,088,392	35,504,398	35,509,923	24,805,648
Expenditures	29,840,660	32,702,520	35,203,916	17,151.813
Ending Estimated Fund Balance	**$ 7,812,477**	**$ 10,614,355**	**$ 10,920,362**	**$18,268,190**
Reserve Requirement (20%)			6,937,402	6,937,402
Remaining Unreserved Fund Balance			**3,982,960**	**11,330,788**

(a) Property taxes are 99.97% collected through April. Current month reduction is for transfer of TIRZ 3 increment to TIRZ fund.
(b) Substantial amount to be collected in June and September
(c) Library grant revenue received
(d) Recovery from insurance for damaged vehicles

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED APRIL 30, 2026

		FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
ADMINISTRATIVE SERVICES	**ADMINISTRATION**								
	PERSONNEL	$ 955,689	$ 931,457	$ 789,560	$ 60,458	$ 417,279	$ 372,281	52.85%	
	SUPPLIES	27,685	21,956	10,665	1,420	10,547	118	98.89%	
	PROFESSIONAL SERVICES	385	-	540	-	540	-	100.00%	(a)
	GENERAL	53,820	71,542	72,858	9,786	58,263	14,595	79.97%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL ADMINISTRATION	$ 1,037,579	$ 1,024,955	$ 873,623	$ 71,664	$ 486,629	$ 386,994	55.70%	
	CITY COUNCIL								
	PERSONNEL	$ 64,638	$ 63,297	$ 73,915	$ 5,275	$ 38,308	$ 35,607	51.83%	
	SUPPLIES	14,892	242	10,950	-	208	10,742	1.90%	
	PROFESSIONAL SERVICES	620	2,470	273,100	50	6,386	266,714	2.34%	(b)
	GENERAL	574,028	564,996	451,047	29,362	309,191	141,856	68.55%	
	CAPITAL OUTLAY	-	-	129,598	25,063	82,529	47,069	63.68%	
	TOTAL CITY COUNCIL	$ 654,178	$ 631,005	$ 938,610	$ 59,750	$ 436,622	$ 501,988	46.52%	
	LEGAL								
	PROFESSIONAL SERVICES	$ 1,269,565	$ 1,079,342	$ 840,042	$ 100	$ 338,420	$ 501,622	40.29%	
	TOTAL LEGAL	$ 1,269,565	$ 1,079,342	$ 840,042	$ 100	$ 338,420	$ 501,622	40.29%	
	HUMAN RESOURCES								
	PERSONNEL	$ 446,532	$ 468,132	$ 459,278	$ 29,347	$ 213,595	$ 245,683	46.51%	
	SUPPLIES	36,594	26,539	43,969	634	14,450	29,519	32.86%	
	PROFESSIONAL SERVICES	121,458	111,022	120,105	5,229	50,785	69,320	42.28%	
	GENERAL	27,749	36,733	30,572	2,060	21,776	8,796	71.23%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL HUMAN RESOURCES	$ 632,333	$ 642,426	$ 653,924	$ 37,270	$ 300,606	$ 353,318	45.97%	
	FINANCE								
	PERSONNEL	$ 917,534	$ 1,144,050	$ 1,416,890	$ 102,793	$ 705,626	$ 711,264	49.80%	
	SUPPLIES	7,432	5,901	9,900	58	8,386	1,514	84.71%	
	PROFESSIONAL SERVICES	161,269	263,430	315,943	-	156,238	159,705	49.45%	
	GENERAL	130,617	55,425	63,722	3,621	21,753	41,969	34.14%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL FINANCE	$ 1,216,852	$ 1,468,806	$ 1,806,455	$ 106,472	$ 892,003	$ 914,452	49.38%	
	MUNICIPAL COURT								
	PERSONNEL	$ 385,340	$ 515,250	$ 518,043	$ 38,788	$ 276,168	$ 241,875	53.31%	
	SUPPLIES	3,969	4,921	2,800	42	697	2,103	24.89%	
	PROFESSIONAL SERVICES	44,078	54,324	55,700	2,694	27,925	27,775	50.13%	
	GENERAL	40,260	101,966	91,808	10,539	67,170	24,638	73.16%	
	CAPITAL OUTLAY	151,970	-	-	-	-	-	-	
	TOTAL MUNICIPAL COURT	$ 625,617	$ 676,461	$ 668,351	$ 52,063	$ 371,960	$ 296,391	55.65%	
DEV & INFRAS	**ECONOMIC DEVELOPMENT**								
	PERSONNEL	$ 243,874	$ 520,048	$ 394,840	$ 30,569	$ 208,887	$ 185,953	52.90%	
	SUPPLIES	5,102	5,329	9,514	408	2,501	7,013	26.29%	
	MAINTENANCE	-	-	-	-	-	-	-	
	PROFESSIONAL SERVICES	9,044	9,377	10,040	-	-	10,040	-	
	GENERAL	20,800	34,291	31,222	464	8,984	22,238	28.77%	
	CAPITAL OUTLAY	-	-	-	-	-	-	-	
	TOTAL ECONOMIC DEVELOPMENT	$ 278,820	$ 569,045	$ 445,616	$ 31,441	$ 220,372	$ 225,244	49.45%	

(a) Multi- year photo replacement in executive conference room
(b) Expenditures for ride share program expected to occur later in fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
DEVELOPMENT & INFRASTRUCTURE								
PLANNING & DEVELOPMENT								
PERSONNEL	$ 1,188,717	$ 1,300,126	$ 1,270,628	$ 76,175	$ 611,895	$ 658,733	48.16%	
SUPPLIES	20,559	15,193	9,300	950	4,074	5,226	43.81%	
MAINTENANCE	13,083	-	-	-	-	-	-	
PROFESSIONAL SERVICES	683,587	363,022	366,450	-	63,845	302,605	17.42%	(c)
GENERAL	86,218	35,203	26,545	64	6,047	20,498	22.78%	
CAPITAL OUTLAY	-	44,649	-	-	-	-	-	
TOTAL PLANNING & DEVELOPMENT	$ 1,992,164	$ 1,758,193	$ 1,672,923	$ 77,189	$ 685,861	$ 987,062	41.00%	
ENGINEERING								
PERSONNEL	$ 675,781	$ 855,387	$ 1,341,229	$ 80,721	$ 633,977	$ 707,252	47.27%	
SUPPLIES	10,608	15,934	6,300	2	549	5,751	8.71%	
PROFESSIONAL SERVICES	78,725	43,415	46,203	-	25,826	20,377	55.90%	
GENERAL	15,120	23,787	11,530	535	6,370	5,160	55.25%	
CAPITAL OUTLAY	38,335	-	-	-	-	-	-	
TOTAL ENGINEERING	$ 818,569	$ 938,523	$ 1,405,262	$ 81,258	$ 666,722	$ 738,540	47.44%	
CONSTRUCTION INSPECTION								
PERSONNEL	$ 442,174	$ 624,812	$ 689,067	$ 41,610	$ 364,301	$ 324,766	52.87%	
SUPPLIES	35,047	31,620	29,532	1,031	13,711	15,821	46.43%	
MAINTENANCE	144	-	-	100	100	(100)	-	
PROFESSIONAL SERVICES	9,027	10,841	65,570	-	37,407	28,163	57.05%	
GENERAL	5,236	6,214	8,415	1,505	3,632	4,783	43.16%	
CAPITAL OUTLAY	91,952	145,786	-	-	-	-	-	
TOTAL CONSTRUCTION INSPECTION	$ 583,580	$ 819,273	$ 792,584	$ 44,246	$ 419,151	$ 373,433	52.88%	
STREETS & DRAINAGE								
PERSONNEL	$ 728,150	$ 1,056,976	$ 1,071,678	$ 87,062	$ 587,283	$ 484,395	54.80%	
SUPPLIES	134,045	162,112	148,087	1,124	65,535	82,552	44.25%	
MAINTENANCE	1,441,320	1,822,551	2,408,500	12,424	100,368	2,308,132	4.17%	(d)
PROFESSIONAL SERVICES	268,461	431,799	475,255	1,455	198,858	276,397	41.84%	
GENERAL	285,523	383,625	411,413	27,677	169,396	242,017	41.17%	
CAPITAL OUTLAY	804,456	18,649	-	-	-	-	-	
TOTAL STREETS & DRAINAGE	$ 3,661,955	$ 3,875,712	$ 4,514,933	$ 129,742	$ 1,121,440	$ 3,393,493	24.84%	
FLEET MAINTENANCE								
PERSONNEL	$ 151,331	$ 207,376	$ 208,283	$ 15,999	$ 112,609	$ 95,674	54.07%	
SUPPLIES	4,621	5,449	3,291	246	1,599	1,692	48.59%	
MAINTENANCE	175,446	119,703	133,297	110	53,044	80,253	39.79%	
PROFESSIONAL SERVICES	2,657	3,798	8,720	1,595	4,759	3,961	54.58%	
GENERAL	-	-	2,000	-	-	2,000	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL FLEET MAINTENANCE	$ 334,055	$ 336,326	$ 355,591	$ 17,950	$ 172,011	$ 183,580	48.37%	
FACILITY MAINTENANCE								
PERSONNEL	$ 203,574	$ 213,142	$ 235,147	$ 12,765	$ 102,943	$ 132,204	43.78%	
SUPPLIES	18,546	24,884	22,171	689	6,934	15,237	31.28%	
MAINTENANCE	429,385	269,237	269,112	1,405	168,068	101,044	62.45%	
PROFESSIONAL SERVICES	88,791	118,455	127,452	3,100	59,224	68,228	46.47%	
GENERAL	1,711	-	3,250	-	-	3,250	-	
CAPITAL OUTLAY	207,327	-	-	-	-	-	-	
TOTAL FACILITY MAINTENANCE	$ 949,334	$ 625,718	$ 657,132	$ 17,959	$ 337,169	$ 319,963	51.31%	

(c) UDC rewrite, third party inspection, and plan review
(d) Significant seasonal expenditures (road maintenance program) to occur later in fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
STRATEGIC OPERATIONS							
PERSONNEL	$ -	$ 162,553	$ 275,745	$ 20,818	$ 147,347	$ 128,398	53.44%
SUPPLIES	-	75	350	194	349	1	99.71%
PROFESSIONAL SERVICES	-	13,029	-	-	-	-	-
GENERAL	95,834	6,324	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL STRATEGIC OPERATIONS	$ 95,834	$ 181,981	$ 276,095	$ 21,012	$ 147,696	$ 128,399	53.49%
POLICE							
PERSONNEL	$ 6,692,883	$ 8,057,677	$ 8,655,448	$ 616,798	$ 4,596,492	$ 4,058,956	53.11%
SUPPLIES	504,997	601,193	594,826	7,924	220,412	374,414	37.05%
MAINTENANCE	44,573	96,399	78,839	1,665	30,173	48,666	38.27%
PROFESSIONAL SERVICES/FEES	646,211	1,176,293	2,067,994	510	1,509,534	558,460	73.00%
GENERAL	219,037	181,705	234,876	17,501	106,076	128,800	45.16%
CAPITAL OUTLAY	757,304	410,101	-	-	-	-	-
TOTAL POLICE	$ 8,865,005	$ 10,523,368	$ 11,631,983	$ 644,398	$ 6,462,687	$ 5,169,296	55.56%
CITY SECRETARY							
PERSONNEL	$ 224,076	$ 283,178	$ 288,167	$ 21,949	$ 154,456	$ 133,711	53.60%
SUPPLIES	857	353	560	60	175	385	31.25%
PROFESSIONAL SERVICES	146,364	170,895	184,401	19,559	98,792	85,609	53.57%
GENERAL	6,316	5,378	5,860	482	3,801	2,059	64.86%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL CITY SECRETARY	$ 377,613	$ 459,804	$ 478,988	$ 42,050	$ 257,224	$ 221,764	53.70%
COMMUNICATIONS							
PERSONNEL	$ 395,064	$ 378,351	$ 428,662	$ 32,230	$ 225,279	$ 203,383	52.55%
SUPPLIES	10,578	2,832	1,671	-	59	1,612	3.53%
PROFESSIONAL SERVICES	140,644	69,535	88,533	315	74,912	13,621	84.61%
GENERAL	10,152	60,123	10,635	2,475	6,855	3,780	64.46%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL COMMUNICATIONS	$ 556,438	$ 510,841	$ 529,501	$ 35,020	$ 307,105	$ 222,396	58.00%
INFORMATION TECHNOLOGY							
PERSONNEL	$ 385,693	$ 587,909	$ 654,984	$ 45,379	$ 318,241	$ 336,743	48.59%
SUPPLIES	81,239	104,908	28,168	658	8,172	19,996	29.01%
PROFESSIONAL SERVICES	621,550	779,941	1,023,012	94,484	624,794	398,218	61.07%
GENERAL	3,661	10,426	11,508	1,344	3,015	8,493	26.20%
CAPITAL OUTLAY	191,310	-	-	-	-	-	-
TOTAL INFORMATION TECHNOLOGY	$ 1,283,453	$ 1,483,184	$ 1,717,672	$ 141,865	$ 954,222	$ 763,450	55.55%
EMERGENCY MANAGEMENT							
PERSONNEL	$ 225,749	$ 307,198	$ 296,283	$ 44,034	$ 164,072	$ 132,211	55.38%
SUPPLIES	13,799	10,387	12,989	-	3,041	9,948	23.41%
PROFESSIONAL SERVICES	-	10,202	37,207	988	11,113	26,094	29.87%
GENERAL	3,101	8,624	9,200	(300)	995	8,205	10.82%
CAPITAL OUTLAY	48,997	-	-	-	-	-	-
TOTAL EMERGENCY MANAGEMENT	$ 291,646	$ 336,411	$ 355,679	$ 44,722	$ 179,221	$ 176,458	50.39%

STRATEGIC OPERATIONS

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED APRIL 30, 2026

		FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNITY SERVICES	**LIBRARY**							
	PERSONNEL	$ 442,616	$ 637,810	$ 661,507	$ 51,812	$ 352,699	$ 308,808	53.32%
	SUPPLIES	66,182	54,653	63,516	3,509	34,470	29,046	54.27%
	PROFESSIONAL SERVICES	8,208	3,193	6,300	2,799	6,016	284	95.49%
	GENERAL	9,414	14,527	20,171	6,841	15,023	5,148	74.48%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL LIBRARY	$ 526,420	$ 710,183	$ 751,494	$ 64,961	$ 408,208	$ 343,286	54.32%
	COMMUNITY SVCS ADMIN							
	PERSONNEL	$ 210,590	$ 292,316	$ 393,426	$ 30,165	$ 211,706	$ 181,720	53.81%
	SUPPLIES	252,462	2,905	5,100	172	1,175	3,925	23.04%
	PROFESSIONAL SERVICES	61,789	6,899	-	-	-	-	-
	GENERAL	17,408	14,756	1,100	12	61	1,039	5.55%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL COMMUNITY SVCS ADMIN	$ 542,249	$ 316,876	$ 399,626	$ 30,349	$ 212,942	$ 186,684	53.29%
	PARKS & RECREATION							
	PERSONNEL	$ 1,087,305	$ 1,290,377	$ 1,228,414	$ 91,537	$ 596,546	$ 631,868	48.56%
	SUPPLIES	137,396	121,240	266,395	1,570	120,215	146,180	45.13%
	MAINTENANCE	115,339	139,616	119,900	8,851	79,491	40,409	66.30%
	PROFESSIONAL SERVICES	167,423	220,773	391,395	3,761	161,711	229,684	41.32%
	GENERAL	59,608	88,067	83,070	4,637	40,235	42,835	48.44%
	CAPITAL OUTLAY	46,785	16,975	-	-	-	-	-
	TOTAL PARKS & RECREATION	$ 1,613,856	$ 1,877,048	$ 2,089,174	$ 110,356	$ 998,198	$ 1,090,976	47.78%
NON-DEPT	**NON-DEPARTMENTAL**							
	SUPPLIES	18,595	19,867	19,220	1,071	11,873	7,347	61.77%
	MAINTENANCE	-	-	-	-	-	-	-
	PROFESSIONAL SERVICES	668	4,960	16,125	-	8,254	7,871	51.19%
	GENERAL	554,596	695,886	809,061	16,067	559,620	249,441	69.17%
	CAPITAL OUTLAY	53,860	246,659	-	-	-	-	-
	OTHER FINANCING USES & DEBT SERV	271,686	423,181				-	-
	TOTAL NON-DEPARTMENTAL	$ 899,405	$ 1,390,553	$ 844,406	$ 17,138	$ 775,344	$ 264,659	68.66%
	TRANSFERS TO OTHER FUNDS	$ 734,140	$ 466,486	$ 504,252	$ 97,853	$ 195,597	$ 308,655	38.79%
	TOTAL EXPENDITURES	**$ 29,840,660**	**$ 32,702,520**	**$ 35,203,916**	**$ 1,976,828**	**$ 17,151,813**	**$ 18,052,103**	**48.72%**

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED APRIL 30, 2026

		FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
COURT FUNDS									
REVENUES		46,008	63,495	59,489	5,620	34,414	(25,075)	57.85%	
EXPENDITURES		8,522	34,036	88,251	5,154	17,748	70,503	20.11%	
	NET CHANGE	37,486	29,459	(28,762)	466	16,666	45,428		
HUTTO POLICE SEIZURE FUND									
REVENUES		1,500	2,911	1,250	106	596	(654)	47.68%	
EXPENDITURES		-	-	20,000	-	-	20,000	-	
	NET CHANGE	1,500	2,911	(18,750)	106	596	19,346		
POLICE LEOSE FUNDS									
REVENUES		6,447	6,753	150	27	6,711	6,561	4474.00%	(a)
EXPENDITURES		25,108	-	2,100	-	-	2,100	-	
	NET CHANGE	(18,661)	6,753	(1,950)	27	6,711	8,661		
PEG CAPITAL FUND									
REVENUES		40,614	37,033	35,100	637	10,676	(24,424)	30.42%	
EXPENDITURES		4,376	-	24,634	1,684	6,267	18,367	25.44%	
	NET CHANGE	36,238	37,033	10,466	(1,047)	4,409	(6,057)		

(a) Leose grant received

OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND

CITY OF HUTTO

DEBT SERVICE FUND (11)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
REVENUES								
PROPERTY TAX	$ 6,460,967	$ 7,332,984	$ 7,709,737	$ 14,737	$ 8,058,139	$ 348,402	104.52%	(a)
INTEREST EARNED	274,437	175,624	175,000	22,895	96,394	(78,606)	55.08%	
TRANSFER FROM OTHER FUNDS	366,676	1,060,481	783,356	200,000	200,000	(583,356)	25.53%	
TOTAL REVENUES	**$ 7,102,080**	**$ 8,569,089**	**$ 8,668,093**	**$ 237,632**	**$ 8,354,533**	**$ (313,560)**	**96.38%**	
EXPENDITURES								
2013 CO	161,762	160,940	160,047	-	24,798	135,249	15.49%	
2013 Refunding GO	162,667	163,490	161,800	-	12,761	149,039	7.89%	
2015 CO/GO	100,688	102,032	101,800	-	11,704	90,096	11.50%	
2016 GO	462,125	465,125	462,900	-	48,963	413,937	10.58%	
2017 LTN	633,270	-	-	-	-	-	-	
2017 CO	613,488	758,538	760,000	-	185,019	574,981	24.34%	
Bond Principal (2019A GO)	776,788	1,076,688	1,072,900	-	288,969	783,931	26.93%	
Bond (2019B)	403,098	590,098	597,600	-	163,799	433,801	27.41%	
GO 2020B	592,305	593,005	588,500	-	54,253	534,247	9.22%	
GO 2020A	207,215	202,265	202,300	-	16,158	186,142	7.99%	
GO 2022	1,647,425	1,644,675	1,645,700	-	517,838	1,127,862	31.47%	
GO 2023	1,015,145	727,175	729,200	-	264,613	464,587	36.29%	
2023A	-	795,044	797,294	-	263,647	533,647	33.07%	
2024 GO	-	815,635	745,396	-	372,625	372,771	49.99%	
2024 CO	-	464,763	424,656	-	212,328	212,328	50.00%	
Misc Debt Service	41,795	44,852	47,805	-	4,604	43,201	9.63%	
TOTAL EXPENSES	**$ 6,817,771**	**$ 8,604,325**	**$ 8,497,898**	**$ -**	**$ 2,442,079**	**$ 6,055,819**	**28.74%**	
NET CHANGE IN FUND BALANCE	**$ 284,309**	**$ (35,236)**	**$ 170,195**	**$ 237,632**	**$ 5,912,454**			

DEBT SERVICE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 1,875,223	$ 2,159,532	$ 2,124,296	$ 2,124,296
Revenue	7,102,080	8,569,089	8,668,093	8,354,533
Expenses	6,817,771	8,604,325	8,497,898	2,442,079
Ending Fund Balance	**$ 2,159,532**	**$ 2,124,296**	**$ 2,294,491**	**$ 8,036,750**

(a) Majority of property tax revenues received by the end of February

CITY OF HUTTO

HOTEL TAX FUND (24)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
OCCUPANCY TAX	$ 323,064	$ 340,636	$ 380,000	$ 15,775	$ 113,700	$ (266,300)	29.92%
INTEREST	41,740	45,478	55,908	4,387	25,017	(30,891)	44.75%
TOTAL REVENUES	**$ 364,804**	**$ 386,114**	**$ 435,908**	**$ 20,162**	**$ 138,717**	**$ (297,191)**	**31.82%**
EXPENDITURES							
Supplies & Materials	-	40,840	-	-	-	-	-
Advertising	-	-	15,000	-	-	15,000	
Promotion of the Arts (>15%)	-	-	48,460	508	508	47,952	1.05%
Special Events	-	-	80,214	-	68,196	12,018	85.02%
TOTAL EXPENSES	**$ -**	**$ 40,840**	**$ 143,674**	**$ 508**	**$ 68,704**	**$ 74,970**	**47.82%**
NET CHANGE IN FUND BALANCE	**$ 364,804**	**$ 345,274**	**$ 292,234**	**$ 19,654**	**$ 70,013**		

HOTEL TAX FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 686,690	$ 1,051,494	$ 1,396,768	$ 1,396,768
Revenue	364,804	386,114	435,908	138,717
Expenses	-	40,840	143,674	68,704
Ending Fund Balance	**$ 1,051,494**	**$ 1,396,768**	**$ 1,689,002**	**$ 1,466,781**

CITY OF HUTTO

ECONOMIC DEVELOPMENT FUND (35)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
REVENUES								
SALES TAX	$ 3,423,580	$ 3,680,966	$ 3,618,706	$ 245,298	$ 2,068,698	$ (1,550,008)	57.17%	
INTEREST	158,682	154,716	175,000	22,119	149,621	(25,379)	85.50%	
OTHER REVENUE	955,927	2,818,514	38,080,654	6,931,893	7,407,893	(30,672,761)	19.45%	(a)
GRANT REVENUE	12,600	6,300	-	-	-	-	-	
MISC FINANCE	(8,049)	-	46,256,436	-	-	(46,256,436)	-	(b)
TOTAL REVENUES	**$ 4,542,740**	**$ 6,660,496**	**$ 88,130,796**	**$ 7,199,310**	**$ 9,626,212**	**$ (78,504,584)**	**10.92%**	
EXPENDITURES								
Supplies & Materials	7,681	8,676	2,408	673	741	1,667	30.77%	
Contractual Services	229,123	229,831	242,579	10,160	111,002	131,577	45.76%	
Other/MISC Expenses	500,556	1,253,515	1,164,403	214	15,911	1,148,492	1.37%	(c)
Capital Outlay	(44,442)	1,000,000	46,256,436	-	-	46,256,436	-	(b)
Debt Services	2,632,930	2,554,933	5,887,485	683,614	2,223,201	3,664,284	37.76%	
TOTAL EXPENSES	**$ 3,325,848**	**$ 5,046,955**	**$ 53,553,311**	**$ 694,661**	**$ 2,350,855**	**$ 51,202,456**	**4.39%**	
NET CHANGE IN FUND BALANCE	**$ 1,216,892**	**$ 1,613,541**	**$ 34,577,485**	**$ 6,504,649**	**$ 7,275,357**	**$ (27,302,128)**		

ECONOMIC DEVELOPMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	YTD
Budgeted Beginning Fund Balance	$ 5,543,103	$ 6,759,995	$ 8,373,536	$ 8,373,536
Revenue	4,542,740	6,660,496	88,130,796	9,626,212
Expenses	3,325,848	5,046,955	53,553,311	2,350,855
Ending Fund Balance	**$ 6,759,995**	**$ 8,373,536**	**$ 42,951,021**	**$ 15,648,893**

(a) Revenue tied to land sales and option payment

(b) Activity tied to joint EDC/City capital projects

(c) Expenditures expected to increase after May with annual incentive payments

CITY OF HUTTO

PARK IMPROVEMENT FUND (40)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 125,058	$ 66,442	$ 46,875	$ 3,796	$ 24,758	$ (22,117)	52.82%
PARK LAND FEES	199,193	685,705	200,000	975	29,095	(170,905)	14.55%
SUB - TOTAL	$ 324,251	$ 752,147	$ 246,875	$ 4,771	$ 53,853	$ (193,022)	21.81%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 324,251**	**$ 752,147**	**$ 246,875**	**$ 4,771**	**$ 53,853**	**$ (193,022)**	**21.81%**
EXPENDITURES							
Parks Master Plan	136,674	-	22,040	-	-	22,040	-
Trails Master Plan	59,726	-	-	-	-	-	-
Capital Improvement Fund							
P02 Fritz Park Improvements	1,058,176	143,822	259,980	-	72,778	187,202	27.99%
P04 Field Lighting	299,300	-	-	-	-	-	-
P05 Trail Lighting	253,657	241,239	-	-	-	-	-
P06 Veteran's Memorial	99,696	-	-	-	-	-	-
P08 Trail Expansion from Cross Creek to Creekside	223,864	1,250	-	-	-	-	-
P09 Trail Expansion at Adam Orgain Park	5,750	3,904	-	-	-	-	-
P10 Hutto Lake Park Dock Replacement	46,992	-	-	-	-	-	-
P11 Replace Fencing at Fritz Park Tennis Courts	37,477	-	-	-	-	-	-
P12 Security Cameras at multiple parks	6,167	13,100	-	-	-	-	-
P13 ZapStand (AED) at Mager Fields	8,750	8,750	-	-	-	-	-
P15 Athletic Fields & Feasibility Study	30,462	5,790	-	-	-	-	-
P16 Brushy Creek Amphitheater Improvements	15,000	-	-	-	-	-	-
P18 Pickleball Courts	8,000	118,110	-	-	19,403	(19,403)	100%
P19 Adam Orgain Restroom	49,457	40,415	235,156	-	163,572	71,584	69.56%
P22 Hutto Lake Park South Trail Extension	-	-	-	-	-	-	-
P34 Hutto Lake Park Playground	-	22,486	24,125	-	13,050	11,075	54.09%
TOTAL EXPENSES	**$ 2,339,148**	**$ 598,866**	**$ 541,301**	**$ -**	**$ 268,803**	**$ 272,498**	**49.66%**
NET CHANGE IN FUND BALANCE	**$ (2,014,897)**	**$ 153,281**	**$ (294,426)**	**$ 4,771**	**$ (214,950)**		

PARK IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 3,340,216	$ 1,325,319	$ 1,478,600	$ 1,478,600
Revenue	324,251	752,147	246,875	53,853
Expenses	2,339,148	598,866	541,301	268,803
Ending Fund Balance	**$ 1,325,319**	**$ 1,478,600**	**$ 1,184,174**	**$ 1,263,650**

CITY OF HUTTO

COMMUNITY BENEFIT FEE FUND (41)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 184,359	$ 114,315	$ 87,413	$ 5,779	$ 48,102	$ (39,311)	55.03%
SPECIAL EVENT REVENUE	-	48,788	-	-	-	-	-
PID FEES - PRAIRIE WINDS	-	980,000	-	-	-	-	-
PID FEES - COTTONWOOD CREEK	-	533,063	-	-	-	-	-
SUB - TOTAL	$ 184,359	$ 1,676,166	$ 87,413	$ 5,779	$ 48,102	$ (39,311)	55.03%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 184,359**	**$ 1,676,166**	**$ 87,413**	**$ 5,779**	**$ 48,102**	**$ (39,311)**	**55.03%**
EXPENDITURES							
CR 137 Repairs	333,200	-	-	-	-	-	-
REFY Sidewalks	-	-	500,000	-	-	500,000	-
Sidewalk Construction	-	-	-	-	-	-	-
Brushy Creek Amphitheater (annual maint)	-	-	-	-	62,013	(62,013)	100%
Holidays in Hutto	-	15,222	-	-	-	-	-
Parks Special Events	-	168,815	-	-	-	-	-
Downtown Christmas Lights	-	23,435	-	-	-	-	-
Purchase Property	-	773,563	-	-	-	-	-
Capital Improvements							
F01 new Public Works Facility	-	-	-	-	-	-	-
F02 new Police Facility	26,910	28,922	1,830	-	51,039	(49,209)	100%
Fxx new Parks facility	-	-	-	-	-	-	-
T10 Ed Schmidt Safety & Operations	290,420	167,749	73,321	-	44,705	28,616	60.97%
T19 CR 199 Reconstruction	1,018,915	49,744	-	-	15,847	(15,847)	100%
P06 Veteran's Memorial	-	378,975	198,711	-	-	198,711	-
P07 YMCA Improvements	-	-	500,000	-	500,000	-	-
Live Oak Street Extension		-	175,000	171,000	171,000	4,000	-
TOTAL EXPENSES	**$ 1,669,445**	**$ 1,606,425**	**$ 1,448,862**	**$ 171,000**	**$ 844,604**	**$ 604,258**	**41.71%**
NET CHANGE IN FUND BALANCE	**$ (1,485,086)**	**$ 69,741**	**$ (1,361,449)**	**$ (165,221)**	**$ (796,502)**		

COMMUNITY BENEFIT FEE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 4,120,573	$ 2,635,487	$ 2,705,228	$ 2,705,228
Revenue	184,359	1,676,166	87,413	48,102
Expenses	1,669,445	1,606,425	1,448,862	844,604
Ending Fund Balance	**$ 2,635,487**	**$ 2,705,228**	**$ 1,343,779**	**$ 1,908,726**

CITY OF HUTTO

TRANSPORTATION IMPROVEMENT FUND (42)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 289,444	$ 333,988	$ 300,696	$ 27,470	$ 163,904	$ (136,792)	54.51%
TRANSPORTATION IMPACT FEES	4,424,350	1,294,754	1,500,000	30,904	678,196	(821,804)	45.21%
SUB - TOTAL	$ 4,713,794	$ 1,628,742	$ 1,800,696	$ 58,374	$ 842,100	$ (958,596)	46.77%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 4,713,794**	**$ 1,628,742**	**$ 1,800,696**	**$ 58,374**	**$ 842,100**	**$ (958,596)**	**46.77%**
EXPENDITURES							
Traffic Impact Fee Study	109,968	24,042	-	-	-	-	-
Mobility Master Plan	179,986	-	-	-	-	-	-
Capital Improvement Fund						-	
T10 Ed Scmidt Safety & Operations	-	-	-	-	-	-	-
T11 Emory Farms	109,522	287,093	212,035	-	181,318	30,717	85.51%
T13 Traffic Signal at Innovation & Limmer Loop	128,100	181,937	333,963	-	81,564	252,399	24.42%
T15 Exhange Blvd. Reconstruction	-	-	1,117,149	-	-	1,117,149	-
T16 - FM 1660 Main Hippo	-	-	1,056,994	-	-	1,056,994	-
T18 CR 163 Reconstruction	-	325,497	381,092	-	271,996	109,096	71.37%
T19 CR 199 Reconstruction	-	53,805	669,083	-	46,851	622,232	7.00%
T22 Innovation Expansion	-	-	500,000	-	-	500,000	-
T20 FM 3349 Bridge Beautification Project	-	83,792	-	-	-	-	-
T26 SH 130 NB Frontage	-	-	500,000	-	-	500,000	-
T46/T79 Intersection @ Ed Schmidt and Live Oak	-	-	500,000	-	-	500,000	-
T48 Limmer from Ed Schmidt to 1660	-	-	313,325	-	-	313,325	-
T73 Carl Stern 168S	-	-	500,000	-	-	500,000	-
TOTAL EXPENSES	**$ 527,576**	**$ 956,166**	**$ 6,083,641**	**$ -**	**$ 581,729**	**$ 5,501,912**	**9.56%**
NET CHANGE IN FUND BALANCE	**$ 4,186,218**	**$ 672,576**	**$ (4,282,945)**	**$ 58,374**	**$ 260,371**		

TRANSPORTATION IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 4,047,182	$ 8,233,400	$ 8,905,976	$ 8,905,976
Revenue	4,713,794	1,628,742	1,800,696	842,100
Expenses	527,576	956,166	6,083,641	581,729
Ending Fund Balance	**$ 8,233,400**	**$ 8,905,976**	**$ 4,623,031**	**$ 9,166,347**

CITY OF HUTTO

ARPA FUND (65)

STATEMENT OF REVENUES & EXPENSES

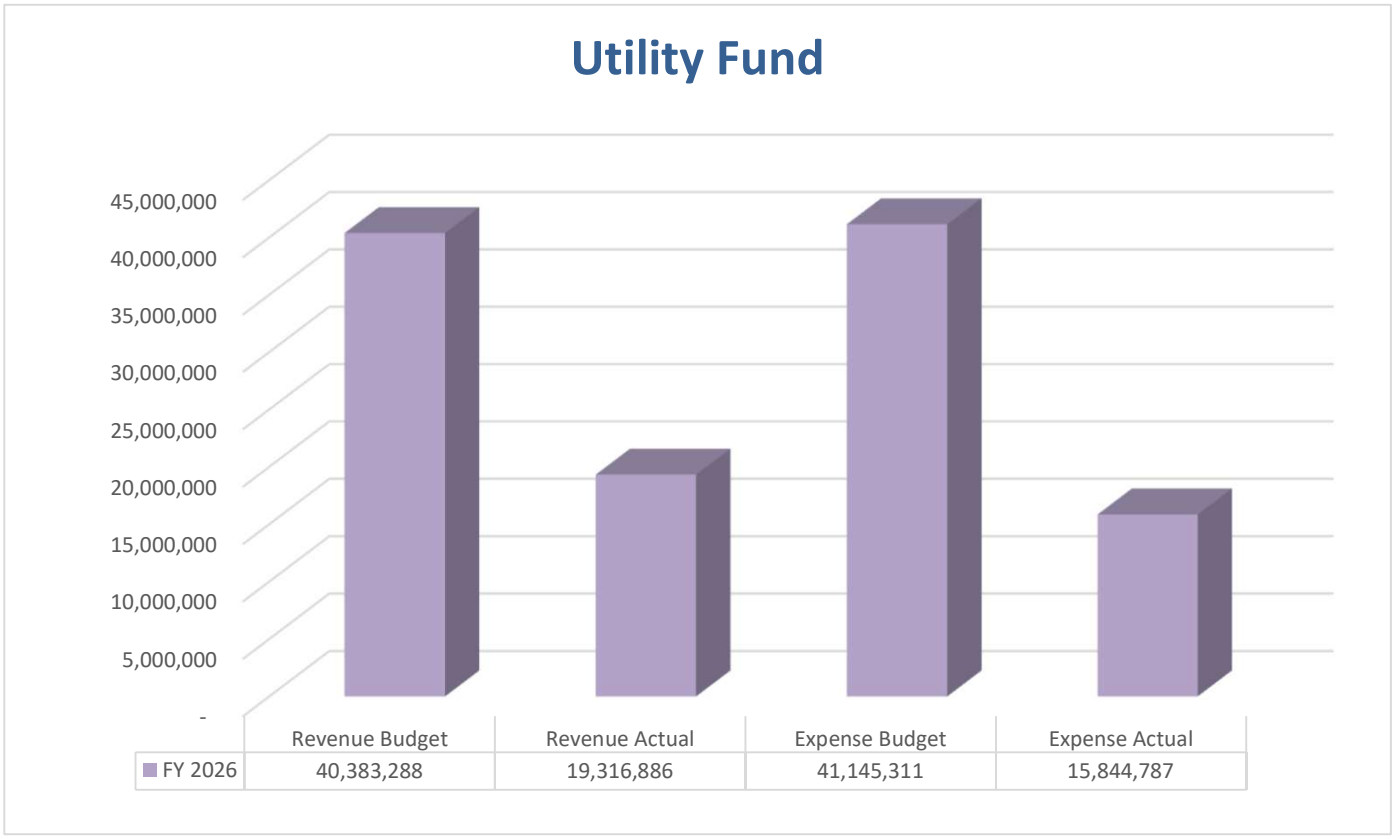
FOR THE MONTH ENDED APRIL 30, 2026

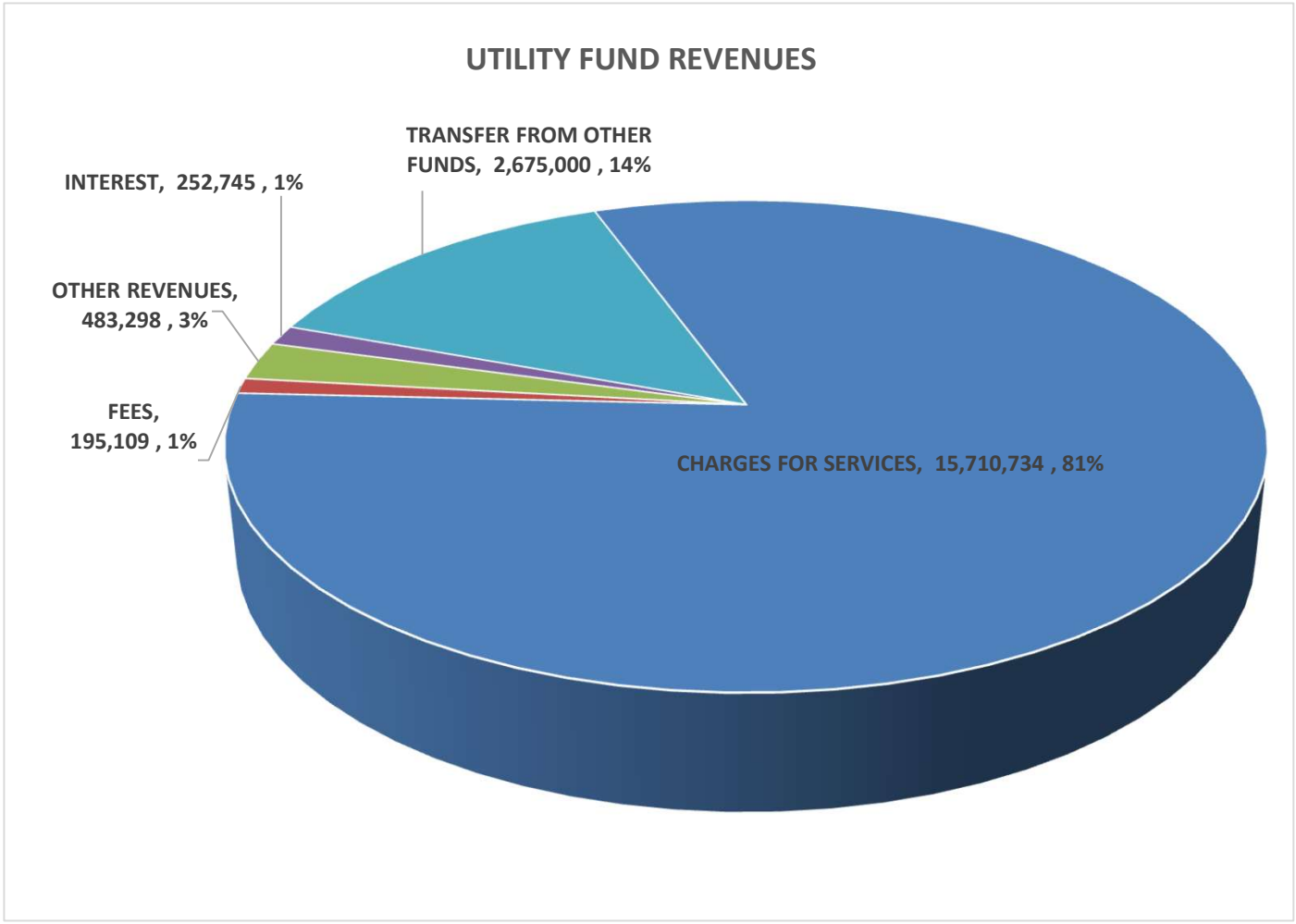
	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 287,382	$ 277,199	$ 19,411	$ 7,874	$ 163,486	$ 144,075	100%
GRANT REVENUE	-	6,244,540	-	-	3,755,460	3,755,460	100%
SUB - TOTAL	$ 287,382	$ 6,521,739	$ 19,411	$ 7,874	$ 3,918,946	$ 3,899,535	100%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 287,382**	**$ 6,521,739**	**$ 19,411**	**$ 7,874**	**$ 3,918,946**	**$ 3,899,535**	**100%**
EXPENSES							
Capital Improvement Fund							
W12 Water Distribution Lines	-	-	-	-	-	-	-
W03 Northwest Transmission Water Main	63,017	-	-	-	-	-	-
WW10 SE Loop Wastewater Interceptor	919,853	-	315,618	-	70,031	(245,587)	22.19%
Capital Outlay	-	-	-	-	-	-	-
Other Financing Uses	-	6,142,065	-	-	-	-	-
Transfer to Other Funds						-	-
Transfer to Fund 58	-	-	-	-	7,979,942	7,979,942	100% (a)
TOTAL EXPENSES	**$ 982,870**	**$ 6,142,065**	**$ 315,618**	**$ -**	**$ 8,049,973**	**$ 7,734,355**	
NET CHANGE IN FUND BALANCE	**$ (695,488)**	**$ 379,674**	**$ (296,207)**	**$ 7,874**	**$ (4,131,027)**		

ARPA FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 7,084,973	$ 6,389,485	$ 6,769,159	$ 6,769,159
Revenue	287,382	6,521,739	19,411	3,918,946
Expenses	982,870	6,142,065	315,618	8,049,973
Ending Fund Balance	**$ 6,389,485**	**$ 6,769,159**	**$ 6,472,952**	**$ 2,638,132**

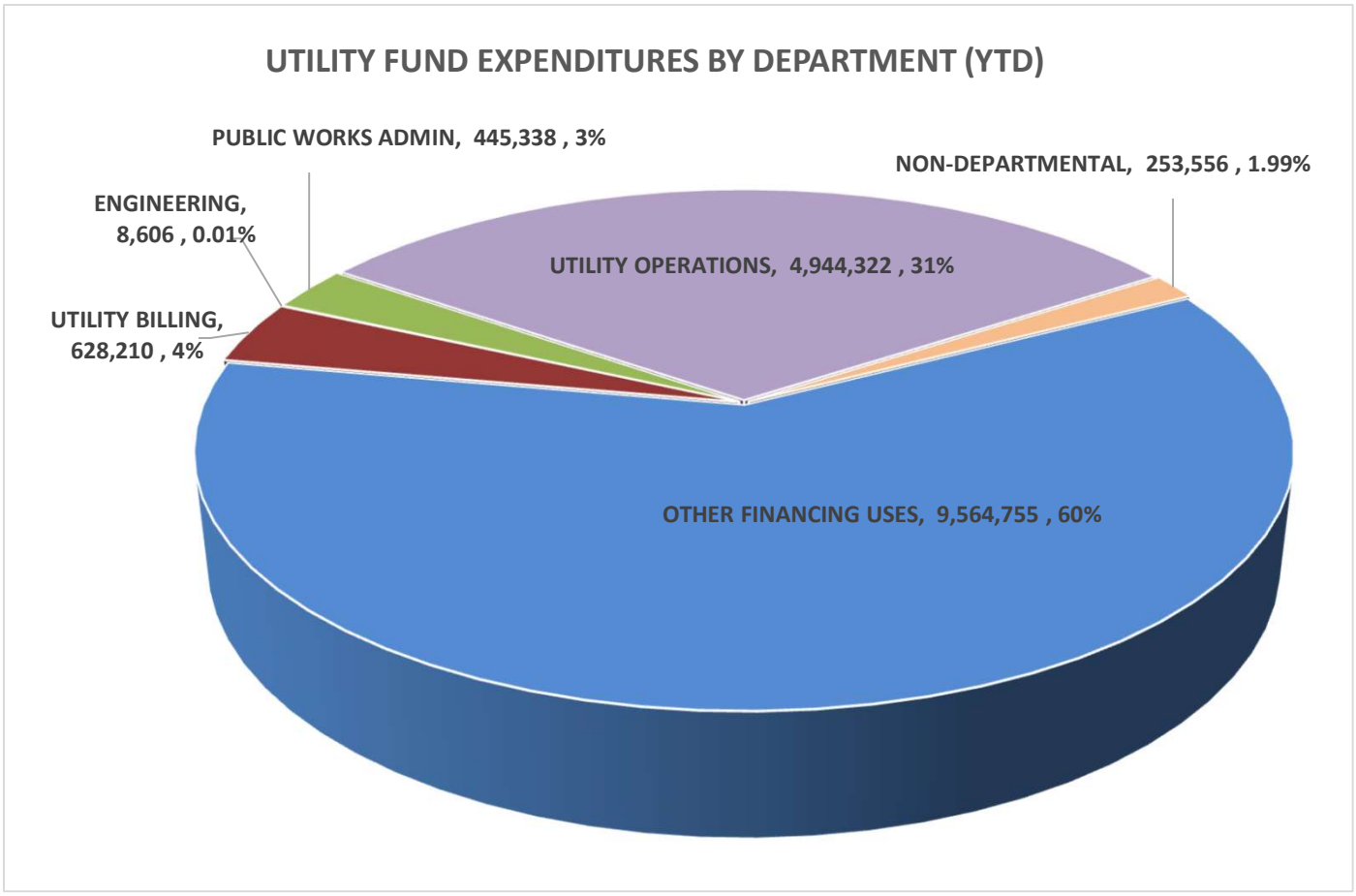
(a) Transfer to reimburse bond fund for County ARPA expenditures

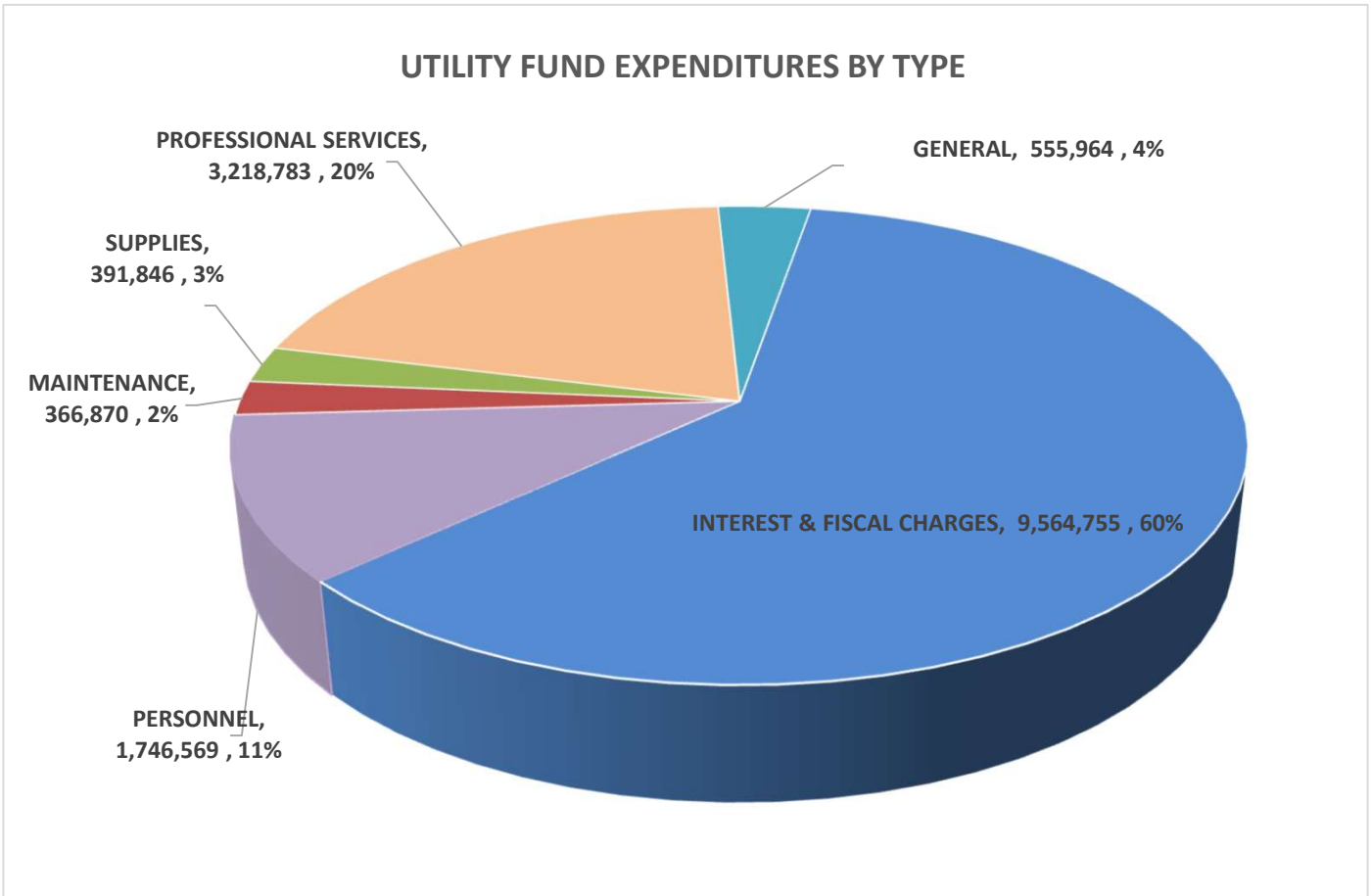
FINANCIAL DASHBOARD FOR THE MONTH ENDING APRIL 30, 2026





FINANCIAL DASHBOARD FOR THE MONTH ENDING APRIL 30, 2026





CITY OF HUTTO

UTILITY FUND

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
REVENUES								
CHARGES FOR SERVICES	$ 18,870,046	$ 23,185,135	$ 28,348,954	$ 2,246,657	$ 15,710,734	$ (12,638,220)	55.42%	
FEES	728,386	604,700	331,600	19,670	195,109	(136,491)	58.84%	
OTHER REVENUES	8,538	5,183	507,834	13,900	483,298	(24,536)	95.17%	(a)
INTEREST	440,028	530,228	425,000	43,437	252,745	(172,255)	59.47%	
BAD DEBT ADJUSTMENT	(59,786)	(49,367)	-	-	-	-	-	
SUB - TOTAL	$ 19,987,212	$ 24,275,879	$ 29,613,388	$ 2,323,664	$ 16,641,886	$ (12,971,502)	56.20%	
TRANSFER FROM OTHER FUNDS	3,702,730	9,959,320	10,769,900	-	2,675,000	(8,094,900)	24.84%	
TOTAL REVENUES	**$ 23,689,942**	**$ 34,235,199**	**$ 40,383,288**	**$ 2,323,664**	**$ 19,316,886**	**$ (21,066,402)**	**47.83%**	

UTILITY FUND SUMMARY	FY 2023-2024 Audited	FY 2024-2025 Audited	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	10,255,636	11,288,783	$ 12,408,745	$ 12,408,745
Revenue	23,689,942	34,235,199	40,383,288	19,316,886
Expenses	22,656,795	33,115,237	41,145,311	15,844,787
Ending Estimated Fund Balance	**$ 11,288,783**	**$ 12,408,745**	**$ 11,646,722**	**$ 15,880,844**
Reserve Requirement (20%)			$ 8,180,842	$ 8,180,842
Remaining Unreserved Fund Balance			**$ 3,465,880**	**$ 7,700,002**

(a) FY25 operations and maintenance refund received from Brazos River Authority

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
UTILITY BILLING								
PERSONNEL	$ 485,990	$ 504,230	$ 591,012	$ 38,795	$ 312,955	$ 278,057	52.95%	
SUPPLIES	73,363	97,335	557,349	53,287	137,706	419,643	24.71%	(a)
MAINTENANCE	-	-	-	-	-	-	-	
PROFESSIONAL SERVICES	130,291	163,795	356,993	2,840	146,551	210,442	41.05%	
GENERAL	892,148	897,634	108,899	309	30,998	77,901	28.46%	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL UTILITY BILLING	$ 1,581,792	$ 1,662,994	$ 1,614,253	$ 95,231	$ 628,210	$ 986,043	38.92%	
ENGINEERING								
PROFESSIONAL SERVICES	$ 18,949	$ 24,295	$ 37,898	$ -	$ 8,606	$ 29,292	22.71%	
TOTAL ENGINEERING	$ 18,949	$ 24,295	$ 37,898	$ -	$ 8,606	$ 29,292	22.71%	
PUBLIC WORKS ADMIN								
PERSONNEL	$ 531,232	$ 693,401	$ 681,245	$ 52,418	$ 361,827	$ 319,418	53.11%	
SUPPLIES	3,751	7,348	4,800	281	1,029	3,771	21.44%	
PROFESSIONAL SERVICES	263,703	123,276	185,158	-	79,274	105,884	42.81%	
GENERAL	62,216	18,845	25,892	86	3,208	22,684	12.39%	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL PUBLIC WORKS ADMIN	$ 860,902	$ 842,870	$ 897,095	$ 52,785	$ 445,338	$ 451,757	49.64%	
UTILITY OPERATIONS								
PERSONNEL	$ 1,041,358	$ 1,729,324	$ 1,990,023	$ 139,833	$ 1,071,787	$ 918,236	53.86%	
SUPPLIES	299,946	379,227	492,536	5,058	252,754	239,782	51.32%	
MAINTENANCE	347,868	420,186	925,215	6,240	366,870	558,345	39.65%	
PROFESSIONAL SERVICES	5,920,989	6,242,293	9,237,229	679,386	2,851,933	6,385,296	30.87%	
GENERAL	552,987	791,007	785,153	48,279	400,978	384,175	51.07%	
CAPITAL OUTLAY	66,362	15,785	36,500	-	-	36,500	-	(b)
TOTAL UTILITY OPERATIONS	$ 8,229,510	$ 9,577,822	$ 13,466,656	$ 878,796	$ 4,944,322	$ 8,522,334	36.72%	
NON-DEPARTMENTAL								
SUPPLIES	-	-	7,150	-	357	6,793	-	
GENERAL	97,250	137,962	147,977	79	120,780	27,197	81.62%	(c)
PROFESSIONAL SERVICES	203,505	209,998	219,042	2,795	132,419	86,623	60.45%	
CAPITAL OUTLAY	9,749	16,374	204,600	-	-	204,600	-	(b)
TRANSFERS TO OTHER FUNDS	11,655,138	2,228,853	-	-	-	-	-	
TOTAL NON-DEPARTMENTAL	$ 11,965,642	$ 2,593,187	$ 578,769	$ 2,874	$ 253,556	$ 325,213	43.81%	
OTHER FINANCING SOURCES (USES)								
PRINCIPAL PAYMENTS	$ -	$ 4,780,970	$ 5,419,850	$ -	$ -	$ 5,419,850	-	(b)
INTEREST & FISCAL CHARGES	-	15,665,605	19,130,790	-	9,564,755	9,566,035	50.00%	
DEBT SERVICE - ACCRUED INTEREST	-	(2,032,506)	-	-	-	-	-	
TOTAL UTILITY OPERATIONS	$ -	$ 18,414,069	$ 24,550,640	$ -	$ 9,564,755	$ 14,985,885	38.96%	
TOTAL EXPENSES	**$ 22,656,795**	**$ 33,115,237**	**$ 41,145,311**	**$ 1,029,686**	**$ 15,844,787**	**$ 25,300,524**	**38.51%**	
NET CHANGE IN FUND BALANCE	**$ 1,033,147**	**$ 1,119,962**	**$ (762,023)**	**$ 1,293,978**	**$ 3,472,099**			

(a) Water Meter replacement program expected to occur later in fiscal year

(b) Expenditures to occur later in fiscal year

(c) Majority of expenses due to annual insurance payments

CITY OF HUTTO

IMPACT FEE FUND (52)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WATER IMPACT FEES	$ 6,297,771	$ 3,035,587	$ 3,347,700	$ 70,656	$ 1,313,595	$ (2,034,105)	39.24%
WASTEWATER IMPACT FEES	3,911,769	4,010,050	6,281,500	50,184	827,450	(5,454,050)	13.17%
INTEREST	1,543,711	1,177,651	1,097,546	84,308	515,311	(582,235)	46.95%
SUB - TOTAL	$ 11,753,251	$ 8,223,288	$ 10,726,746	$ 205,148	$ 2,656,356	$ (8,070,390)	24.76%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 11,753,251**	**$ 8,223,288**	**$ 10,726,746**	**$ 205,148**	**$ 2,656,356**	**$ (8,070,390)**	**24.76%**
EXPENSES							
DEVELOPER REIMBURSEMENT	-	-	578,369	-	578,369	-	100%
TRANSFERS TO OTHER FUNDS							
Transfer to Utility Fund (50)	3,000,000	9,097,350	11,169,900	-	2,500,000	8,669,900	22.38%
Transfer to Utility Fund (51)	3,691,600	-	-	-	-	-	-
Transfer to Utility Fund (60)	3,233,565	-	6,714,520	-	-	6,714,520	-
CAPITAL IMPROVEMENT FUND							
W06 FM 1660 16" & 20" Waterline	-	-	-	-	-	-	-
WW09 Brushy Creek Interceptor Phase 3	-	-	-	-	-	-	-
WW15 Ironwood Wastewater Lines	-	-	-	-	-	-	-
TOTAL EXPENSES	**$ 9,925,165**	**$ 9,097,350**	**$ 18,462,789**	**$ -**	**$ 3,078,369**	**$ 15,384,420**	**16.67%**
NET CHANGE IN FUND BALANCE	**$ 1,828,086**	**$ (874,062)**	**$ (7,736,043)**	**$ 205,148**	**$ (422,013)**		

UTILITY IMPACT FEE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 27,664,773	$ 29,492,859	$ 28,618,797	$ 28,618,797
Revenue	11,753,251	8,223,288	10,726,746	2,656,356
Expenses	9,925,165	9,097,350	18,462,789	3,078,369
Ending Fund Balance	**$ 29,492,859**	**$ 28,618,797**	**$ 20,882,754**	**$ 28,196,784**

CITY OF HUTTO

SOLID WASTE FUND (70)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WASTE MANAGEMENT FEES	$ 2,793,564	$ 2,918,533	$ 2,977,517	$ 253,033	$ 1,753,451	$ (1,224,066)	58.89%
FEES	36,040	42,583	42,000	2,675	22,336	(19,664)	53.18%
GRANT REVENUE	156,170	-	-	-	-	-	-
BAD DEBT ADJUSTMENT	8,253	(7,748)	-	-	-	-	-
OTHER REVENUES	725	1,204	700	-	525	(175)	75.00%
INTEREST	38,569	8,542	11,200	112	931	(10,269)	8.31%
SUB - TOTAL	$ 3,033,321	$ 2,963,114	$ 3,031,417	$ 255,820	$ 1,777,243	$ (1,254,174)	58.63%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 3,033,321**	**$ 2,963,114**	**$ 3,031,417**	**$ 255,820**	**$ 1,777,243**	**$ (1,254,174)**	**58.63%**
EXPENSES							
PROFESSIONAL SERVICES	2,465,805	2,583,422	2,651,220	224,304	1,335,296	1,315,924	50.37%
TRANSFERS TO OTHER FUNDS							
Transfer to Utility Fund (50)	700,000	700,000	350,000	-	175,000	175,000	50.00%
TOTAL EXPENSES	**$ 3,165,805**	**$ 3,283,422**	**$ 3,001,220**	**$ 224,304**	**$ 1,510,296**	**$ 1,490,924**	**50.32%**
NET CHANGE IN FUND BALANCE	**$ (132,484)**	**$ (320,308)**	**$ 30,197**	**$ 31,516**	**$ 266,947**		

Beginning Fund Balance

SOLID WASTE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 589,354	$ 456,870	$ 136,562	$ 136,562
Revenue	3,033,321	2,963,114	3,031,417	1,777,243
Expenses	3,165,805	3,283,422	3,001,220	1,510,296
Ending Fund Balance	**$ 456,870**	**$ 136,562**	**$ 166,759**	**$ 403,509**

CAPITAL IMPROVEMENT FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND

CITY OF HUTTO

SERIES 2022 GENERAL OBLIGATION BONDS (FUND 12)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 827,486	$ 603,362	$ 222,430	$ 24,127	$ 190,939	$ (31,491)	85.84%
TOTAL REVENUES	**$ 827,486**	**$ 603,362**	**$ 222,430**	**$ 24,127**	**$ 190,939**	**$ (31,491)**	**85.84%**
EXPENDITURES							
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	-	-	198,191	-	49,548	148,643	25.00%
CAPITAL OUTLAY							
T02 FM 1660 North at US 79	25,823	22,950	139,870	-	36,732	103,138	26.26%
T03 FM 1660 at Limmer Loop	4,512,575	3,363,094	289,509	-	180,858	108,651	62.47%
T04 FM 1660 South at US 79	200,020	-	3,340,181	-	-	3,340,181	-
T05 CR 137 from FM 1660 to Brushy Creek	180,568	-	1,358,860	-	-	1,358,860	-
T06 Lakeside Estates Phase 3 (sidewalks)	615,252	-	-	-	-	-	-
T07 Cr 132 Overpass at US 79	467,189	199,319	41,664	-	1,515	40,149	3.64%
T08 Megasite East-West Arterial	637,970	405,118	-	-	-	-	-
T10 Ed Schidt Safety & Operations	21,760	-	-	-	-	-	-
T14 Exchange Blvd & Limmer Loop Inersect Impr	321,030	1,046,163	93,063	-	111,226	(18,163)	100%
T15 Exhchage Blvd Reconstruction	420,350	226,298	1,856,851	-	44,363	1,812,488	2.39%
T19 CR 199Repairs	-	-	-	-	-	-	-
T21 Alliance Expansion	-	432,974	91,265	-	77,045	14,220	84.42%
T47 Limmer From Innovation to	-	670,524	679,694	-	328,532	351,162	48.34%
T48 Limmer From Ed Schmidt	-	320,555	-	-	22,824	(22,824)	100%
TOTAL EXPENSES	**$ 7,402,537**	**$ 6,686,995**	**$ 8,089,148**	**$ -**	**$ 852,643**	**$ 7,236,505**	**10.54%**
NET CHANGE IN FUND BALANCE	**$ (6,575,051)**	**$ (6,083,633)**	**$ (7,866,718)**	**$ 24,127**	**$ (661,704)**		

SERIES 2022 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 20,822,578	$ 14,247,527	$ 8,163,894	$ 8,163,894
Revenue	827,486	603,362	222,430	190,939
Expenses	7,402,537	6,686,995	8,089,148	852,643
Ending Fund Balance	**$ 14,247,527**	**$ 8,163,894**	**$ 297,176**	**$ 7,502,190**

CITY OF HUTTO

SERIES 2023 GENERAL OBLIGATION BONDS (FUND 14)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 502,333	$ 239,991	$ -	$ 1,467	$ 10,740	$ 10,740	100%
TOTAL REVENUES	**$ 502,333**	**$ 239,991**	**$ -**	**$ 1,467**	**$ 10,740**	**$ 10,740**	**100%**
EXPENDITURES							
CAPITAL OUTLAY							
T08 Megasite East-West Arterial	6,656,538	5,871,175	5,530	5,530	5,530	-	-
TOTAL EXPENSES	**$ 6,656,538**	**$ 5,871,175**	**$ 5,530**	**$ 5,530**	**$ 5,530**	**$ -**	**-**
NET CHANGE IN FUND BALANCE	**$ (6,154,205)**	**$ (5,631,184)**	**$ (5,530)**	**$ (4,063)**	**$ 5,210**		

SERIES 2023 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 12,249,799	$ 6,095,594	$ 464,410	$ 464,410
Revenue	502,333	239,991	-	10,740
Expenses	6,656,538	5,871,175	5,530	5,530
Ending Fund Balance	**$ 6,095,594**	**$ 464,410**	**$ 458,880**	**$ 469,620**

CITY OF HUTTO

SERIES 2023A GENERAL OBLIGATION BONDS (FUND 17)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 557,592	$ 486,328	$ 170,731	$ 12,641	$ 141,039	$ (29,692)	82.61%
BOND PROCEEDS	11,160,000	-	-	-	-	-	-
TOTAL REVENUES	**$ 11,717,592**	**$ 486,328**	**$ 170,731**	**$ 12,641**	**$ 141,039**	**$ (29,692)**	**82.61%**
EXPENDITURES							
DEBT SERVICE							
Escrow/Agent Fees	400	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	156,401	-	14,231	-	-	14,231	-
CAPITAL OUTLAY							
Capital Improvement Projects	-	-	275,000	-	-	275,000	-
P18 - Pickle Ball Courts	-	-	1,815,000	-	372,166	1,442,834	20.51%
P34 - Hutto Lake Park Playground	-	-	411,100	-	-	411,100	-
P02 Fritz Park	48,646	5,637,328	4,207,799	-	2,724,657	1,483,142	64.75%
TOTAL EXPENSES	**$ 205,447**	**$ 5,637,328**	**$ 6,723,130**	**$ -**	**$ 3,096,823**	**$ 3,626,307**	**46.06%**
NET CHANGE IN FUND BALANCE	**$ 11,512,145**	**$ (5,151,000)**	**$ (6,552,399)**	**$ 12,641**	**$ (2,955,784)**		

SERIES 2023A GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 11,512,145	$ 6,361,145	$ 6,361,145
Revenue	11,717,592	486,328	170,731	141,039
Expenses	205,447	5,637,328	6,723,130	3,096,823
Ending Fund Balance	**$ 11,512,145**	**$ 6,361,145**	**$ (191,254)**	**$ 3,405,361**

CITY OF HUTTO

SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 31)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 143,738	$ 452,926	$ 165,846	$ 1,453	$ 87,000	$ (78,846)	52.46%
BOND PROCEEDS	10,839,120	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	204,636	-	-	-	-	-	-
TOTAL REVENUES	**$ 11,187,494**	**$ 452,926**	**$ 165,846**	**$ 1,453**	**$ 87,000**	**$ (78,846)**	**52.46%**
EXPENDITURES							
PAYING AGENT ESCROW FEES	-	-	-	-	-	-	-
BOND ISSUANCE COST	128,070	-	-	-	-	-	-
CAPITAL OUTLAY							-
D01 Legends of Hutto Drainage	-	313,636	3,577,402	-	384,504	3,192,898	10.75%
T09 Live Oak Reconstruction	37,139	302,699	-	-	-	-	-
T10 Ed Schmidt Safety & Operation	-	-	869,422	15,360	457,706	411,716	52.64%
T14 Exchange Blvd. & Limmer Loop Intersection	-	-	-	-	-	-	-
T41 CR 132 Widening between Limmer Loop & CR 133	-	1,050,063	97,571	-	26,729	70,842	27.39%
TRANSFERS OUT							
Transfer to Park Improvement (40)	-	-	-	-	-	-	-
Transfer to Debt Service (11)	143,738	452,926	165,846	-	-	165,846	-
TOTAL EXPENSES	**$ 308,947**	**$ 2,119,324**	**$ 4,710,241**	**$ 15,360**	**$ 868,939**	**$ 3,841,302**	**18.45%**
NET CHANGE IN FUND BALANCE	**$ 10,878,547**	**$ (1,666,398)**	**$ (4,544,395)**	**$ (13,907)**	**$ (781,939)**		

SERIES 2024 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 10,878,547	$ 9,212,149	$ 9,212,149
Revenue	11,187,494	452,926	165,846	87,000
Expenses	308,947	2,119,324	4,710,241	868,939
Ending Fund Balance	**$ 10,878,547**	**$ 9,212,149**	**$ 4,667,754**	**$ 8,430,210**

CITY OF HUTTO

SERIES 2024 GENERAL OBLIGATION BONDS (FUND 32)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 222,937	$ 607,555	$ 671,165	$ 27,339	$ 207,603	$ (463,562)	30.93%
BOND PROCEEDS	15,990,000	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	755,223	-	-	-	-	-	-
TOTAL REVENUES	**$ 16,968,160**	**$ 607,555**	**$ 671,165**	**$ 27,339**	**$ 207,603**	**$ (463,562)**	**30.93%**
EXPENDITURES							
BOND ISSUANCE COST	236,487	-	-	-	-	-	-
PROFESSIONAL SERVICE	-	-	100,000	-	2,922	97,078	-
ADA TRANSITION PLAN	-	109,091	150,000	-	85,123	64,877	56.75%
CAPITAL OUTLAY							
T05 CR 137 from FM 1660 to Brushy Creek	95,441	379,537	10,071,449	-	155,396	9,916,053	1.54%
T09 Live Oak Reconstruction	-	-	-	-	-	-	-
TRANSFERS OUT							
Transfer to Debt Service (11)	222,937	607,555	421,165	-	-	421,165	-
TOTAL EXPENSES	**$ 554,865**	**$ 1,096,183**	**$ 10,742,614**	**$ -**	**$ 243,441**	**$ 10,499,173**	**2.27%**
NET CHANGE IN FUND BALANCE	**$ 16,413,295**	**$ (488,628)**	**$ (10,071,449)**	**$ 27,339**	**$ (35,838)**		

SERIES 2024 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 16,413,295	$ 15,924,667	$ 15,924,667
Revenue	16,968,160	607,555	671,165	207,603
Expenses	554,865	1,096,183	10,742,614	243,441
Ending Fund Balance	**$ 16,413,295**	**$ 15,924,667**	**$ 5,853,218**	**$ 15,888,829**

CITY OF HUTTO

SERIES 2019 CERTIFICATE OF OBLIGATION (FUND 55)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 425,845	$ 94,376	$ 8,217	$ 3,996	$ 109,489	$ 101,272	100%
CAPITAL CONTRIBUTIONS	-	76,107	-	-	-	-	-
TRANSFERS FROM OTHER FUNDS							
Transfer from Fund GOVT ACC	6,708,886	-	-	-	-	-	-
Transfer from Fund 50	24,581	-	-	-	-	-	-
Transfer from Fund 57	23,512,383	-	-	-	-	-	-
Transfer from Fund 58	12,654,272	-	-	-	-	-	-
Transfer from Fund 59	-	-	-	-	192,801,185	-	100%
Transfer from Fund 65	982,870	-	-	-	-	-	-
TOTAL REVENUES	**$ 44,308,837**	**$ 170,483**	**$ 8,217**	**$ 3,996**	**$ 192,910,674**	**$ 101,272**	**100%**
EXPENSES							
DEPRECIATION	6,137,152.44	-	-	-	-	-	-
CAPITAL OUTLAY							
WW01 Glenwood Lift Station	-	-	-	-	-	-	-
General Capital Projects	172,060	-	230,000	-	241,815	(11,815)	100%
W11 Distribution Line @ Hwy 79	(65,700)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 59	-	197,540,037	-	-	-	-	-
TOTAL EXPENSES	**$ 6,243,512**	**$ 197,540,037**	**$ 230,000**	**$ -**	**$ 241,815**	**$ (11,815)**	**100%**
NET CHANGE IN FUND BALANCE	**$ 38,065,325**	**$ (197,369,554)**	**$ (221,783)**	**$ 3,996**	**$ 192,668,859**	**$ 89,457**	

SERIES 2019 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 162,876,334	$ 200,941,659	$ 3,572,105	$ 3,572,105
Revenue	44,308,837	170,483	8,217	192,910,674
Expenses	6,243,512	197,540,037	230,000	241,815
Ending Fund Balance	**$ 200,941,659**	**$ 3,572,105**	**$ 3,350,322**	**$ 196,240,964**

CITY OF HUTTO

SERIES 2022 CERTIFICATE OF OBLIGATION (FUND 57)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 984,084	$ 542,793	$ 173,452	$ 4,709	$ 84,441	$ (89,011)	100%
TOTAL REVENUES	**$ 984,084**	**$ 542,793**	**$ 173,452**	**$ 4,709**	**$ 84,441**	**$ (89,011)**	**100%**
EXPENSES							
CAPITAL OUTLAY							
W01 Shilo & Noach Pump Station Impr	-	-	3,365,172	-	227,595	3,137,577	6.76%
W02 Frameswitch 3.0 MG GST #2	-	-	-	-	4,398	(4,398)	100%
W02 Frameswitch Pump Station	-	-	-	-	42,152	(42,152)	100%
W03 Northwest Transmission Water Main	-	-	569,188	-	8,690	560,498	1.53%
W04 Megasite Water Lines	(10,729)	-	-	-	-	-	-
W12 Water Distribution Lines	-	-	-	-	-	-	-
W18 Downtown Elevated Tank Rehab.	-	-	-	-	-	-	-
WW01 Glenwood Lift Station	-	-	-	-	43,886	(43,886)	100%
WW02 South WWTP Capacity Rerate Study	-	-	-	-	-	-	-
WW03 South WWTP UV System Upgrade	-	-	-	-	-	-	-
WW05 South WWTP Final Design & Bidding	-	-	-	-	-	-	-
WW07 Megasite Wastewater Lines	-	-	-	-	256,383	(256,383)	100%
WW10 SE Loop Wastewater Interceptor	(68,195)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 55	23,512,383	-	-	-	-	-	-
Transfer to Fund 59	-	10,252,886	-	-	-	-	-
TOTAL EXPENSES	**$ 23,433,459**	**$ 10,252,886**	**$ 3,934,360**	**$ -**	**$ 583,104**	**$ 3,351,256**	**14.82%**
NET CHANGE IN FUND BALANCE	**$ (22,449,375)**	**$ (9,710,093)**	**$ (3,760,908)**	**$ 4,709**	**$ (498,663)**		

SERIES 2022 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ 32,633,576	$ 10,184,201	$ 474,108	$ 474,108
Revenue	984,084	542,793	173,452	84,441
Expenses	23,433,459	10,252,886	3,934,360	583,104
Ending Fund Balance	**$ 10,184,201**	**$ 474,108**	**$ (3,286,800)**	**$ (24,555)**

CITY OF HUTTO

SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 58)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 3,227,274	$ 11,436,041	$ 4,870,373	$ 459,873	$ 3,332,447	$ (1,537,926)	68.42%
BOND PROCEEDS	279,581,408	-	-	-	-	-	-
TOTAL REVENUES	**$ 282,808,682**	**$ 11,436,041**	**$ 4,870,373**	**$ 459,873**	**$ 3,332,447**	**$ (1,537,926)**	**68.42%**
EXPENSES							
BOND ISSUANCE COST	3,240,239	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-
CAPITAL OUTLAY		-					
Water/Wastewater Expense	-	-	-	-	-	-	#DIV/0!
W02-2023 Frameswitch 3.0MG	-	-	1,381,428	-	5,578	1,375,850	0.40%
W04 Megasite Water Lines	-	-	-	-	-	-	-
W07 New Elevated Storage Tank (Cottonwood)	-	-	24,315,654	-	261,248	24,054,406	1.07%
W16 Smart Ball & Pressure Testing	-	-	11,329	-	11,329	-	100%
W18 Downtown Elevated Tank Rehab.	-	-	303,907	-	268,678	35,229	88.41%
WW01 Glenwood Lift Station	-	-	14,892,062	-	7,734,935	7,157,127	51.94%
WW05 South WWTP Final Design & Bidding	-	-	520,247	-	1,018,368	(498,121)	100%
WW06 South WWTP Construction	(193,887)	-	20,777,040	-	37,412,875	(16,635,835)	100%
WW07 Megasite Wastewater Lines	477,138	-	743,500	-	324,150	419,350	-
WW10 SE Loop Wastewater Interceptor	-	-	15,858,013	-	12,960,556	2,897,457	81.73%
WW11 Brushy Creek Interceptor Phase 4	-	-	1,358,349	16,540	745,167	613,182	54.86%
WW13 Avery Lake Interceptor Phase 1	-	-	-	-	-	-	-
WW16 Central WWTP Expansion Phase 1	-	-	1,081,000	-	206,922	874,078	19.14%
WW23 Avery Lake Interceptor Phase 2	-	-	-	-	-	-	-
WW27 CR 132 & US 79 Wastewater Interceptor	-	-	7,000,000	-	-	7,000,000	-
WW27-2026 CR 132 & US 79 Wastewater Interceptor	-	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	-	-	304,145	-	76,036	228,109	25.00%
Transfer to Fund 55	12,654,272	-	-	-	-	-	-
Transfer to Fund 59	-	123,647,361	-	-	-	-	-
TOTAL EXPENSES	**$ 16,177,762**	**$ 123,647,361**	**$ 88,546,674**	**$ 16,540**	**$ 61,025,842**	**$ 27,520,832**	**68.92%**
NET CHANGE IN FUND BALANCE	**$ 266,630,920**	**$ (112,211,320)**	**$ (83,676,301)**	**$ 443,333**	**$ (57,693,395)**		

SERIES 2024 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	$ 266,630,920	$ 154,419,600	$ 154,419,600
Revenue	282,808,682	11,436,041	4,870,373	3,332,447
Expenses	16,177,762	123,647,361	88,546,674	61,025,842
Ending Fund Balance	**$ 266,630,920**	**$ 154,419,600**	**$ 70,743,299**	**$ 96,726,205**

CITY OF HUTTO

CAPITAL IMPROVEMENT OPERATING (FUND 60)

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED APRIL 30, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	$ 21,535	$ 289,674	$ 132,043	$ 8,416	$ 53,630	$ (78,413)	40.62%
TRANSFERS IN							
Transfer from General (10)	671,875	120,000	48,277	-	-	(48,277)	-
Transfer from Utility Fund (50)	4,511,300	-	-	-	-	-	-
Transfer from Utility Impact Fee Fund (52)	3,233,565	-	6,714,520	-	-	(6,714,520)	-
TOTAL REVENUES	**$ 8,438,275**	**$ 409,674**	**$ 6,894,840**	**$ 8,416**	**$ 53,630**	**$ (6,841,210)**	**0.78%**
EXPENDITURES							
CAPITAL OUTLAY							
Architectural Services	114,852	14,607	-	-	-	-	-
D01 Legends of Hutto	3,291	-	-	-	-	-	-
T04 FM 1660 S @ US 79	124,924	-	-	-	-	-	-
T06 Lakeside Estates Phase 3	-	-	-	-	-	-	-
T06 Lakeside Estates Phase 2	13,693	-	-	-	-	-	-
T08 Megasite East-West Arterial	78,470	4,997,021	-	-	-	-	-
T09 Live Oak Design	206,882	-	-	-	-	-	-
Drainage Master Plan	117,289	43,118	-	-	-	-	-
F01 Public Works Facility	-	-	-	-	-	-	-
W06 FM 1660 16" & 20" Waterline	-	105,491	1,207,596	-	-	1,207,596	-
WW09 Brushy Creek Interceptor Phase 4	-	254,472	5,506,924	-	-	5,506,924	-
Capital Outlay - Street Construction	-	15,851	3,300	-	-	3,300	-
Capital Outlay - Sidewalk	-	22,118	-	-	-	-	-
MISC Expenses (Cost Share Headwater Repair)	-	225,968	-	-	-	-	-
T19-CR 199 Reconstruction	-	-	46,656	-	-	46,656	-
Machinery & Equipment	-	-	130,364	-	-	130,364	-
TOTAL EXPENSES	**$ 659,401**	**$ 5,678,646**	**$ 6,894,840**	**$ -**	**$ -**	**$ 6,894,840**	**-**
NET CHANGE IN FUND BALANCE	**$ 7,778,874**	**$ (5,268,972)**	**$ -**	**$ 8,416**	**$ 53,630**		

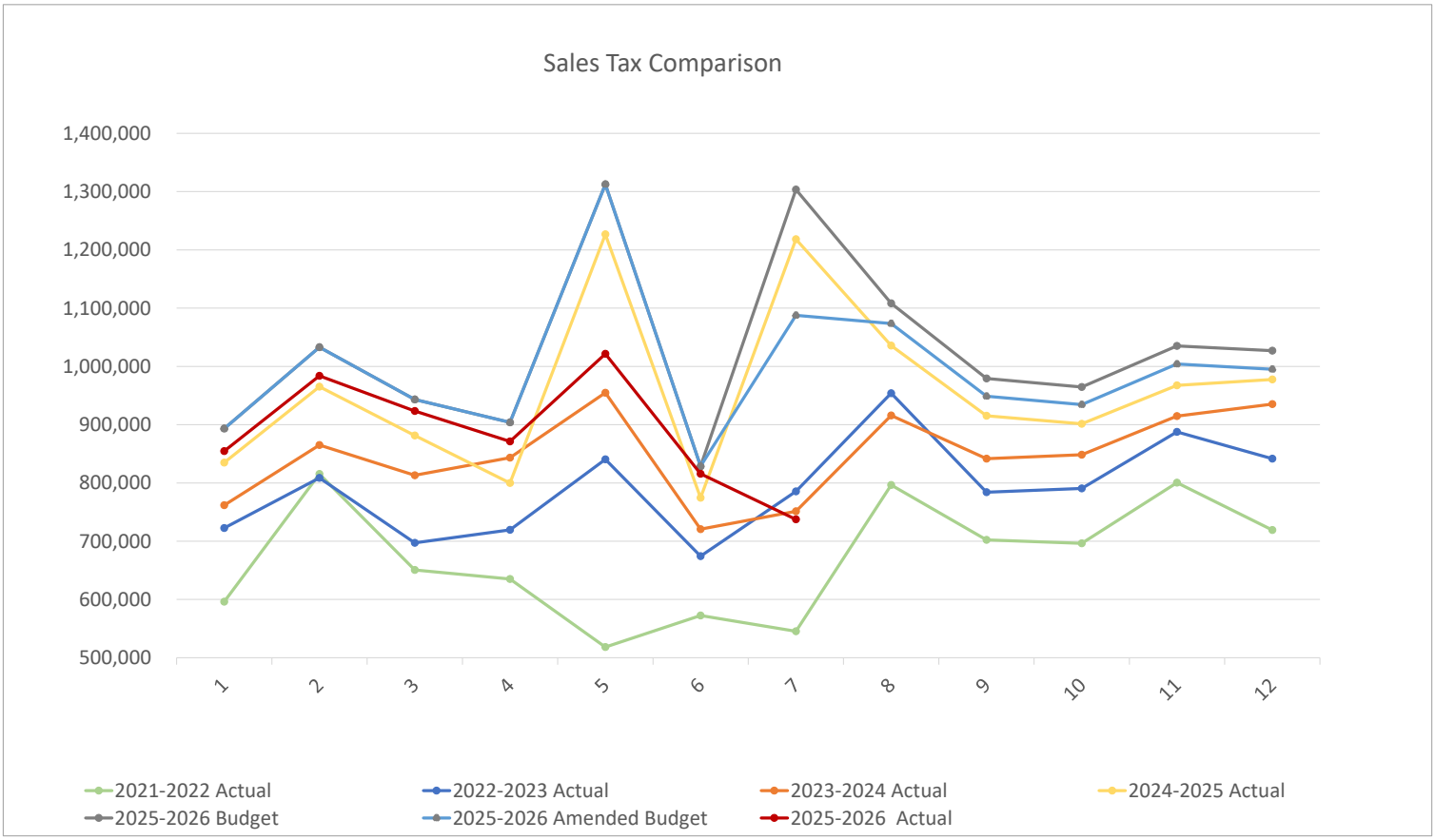
CAPITAL IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	$ -	7,778,874	$ 2,509,902	$ 2,509,902
Revenue	8,438,275	409,674	6,894,840	53,630
Expenses	659,401	5,678,646	6,894,840	-
Ending Fund Balance	**$ 7,778,874**	**$ 2,509,902**	**$ 2,509,902**	**$ 2,563,532**

Account	Name	Balance	
Fund: 76 - Cottonwood Development Corp (Sports Health)			
Assets			
76-1000	Claim on Cash	0.00	
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:	**0.00**	**0.00**
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	0.00	
	Total Beginning Equity:	**0.00**	
Total Revenue		109.18	
Total Expense		109.18	
Revenues Over/Under Expenses		**0.00**	
	Total Equity and Current Surplus (Deficit):	**0.00**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**0.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Revenue						
76-5810	Transfer from Fund 10	65,000.00	65,000.00	0.00	109.18	64,890.82
	Revenue Total:	**65,000.00**	**65,000.00**	**0.00**	**109.18**	**64,890.82**
Expense						
76-100-000-6401	Attorney Svcs	65,000.00	65,000.00	0.00	109.18	64,890.82
	Expense Total:	**65,000.00**	**65,000.00**	**0.00**	**109.18**	**64,890.82**
Fund: 76 - Cottonwood Development Corp (Sports Health) Surplus (Defici..		**0.00**	**0.00**	**0.00**	**0.00**	
	Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	

CITY ONLY Monthly Sales Tax Revenue

Month	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026		
	Actual	Actual	Actual	Actual	Budget	Amended Budget	Actual
October	596,256	722,693	761,732	834,935	893,380	893,380	854,562
November	815,296	808,638	865,051	965,268	1,032,837	1,032,837	983,733
December	650,779	697,257	813,117	881,554	943,263	943,263	923,580
January	635,102	719,481	843,484	799,839	903,977	903,977	871,163
February	518,338	840,503	954,874	1,226,684	1,312,552	1,312,552	1,021,571
March	572,428	674,351	720,673	774,539	828,757	828,757	815,589
April	545,417	785,628	751,264	1,218,182	1,303,456	1,087,683	737,449
May	796,610	954,059	915,842	1,035,660	1,108,156	1,073,582	
June	702,235	784,133	841,544	915,293	979,364	948,808	
July	696,432	790,446	848,300	901,577	964,687	934,589	
August	800,353	887,548	914,859	967,464	1,035,186	1,004,130	
September	719,296	841,783	935,186	977,708	1,027,140	995,093	
Total	8,048,544	9,506,520	10,165,926	11,498,703	**12,332,755**	11,958,651	**6,207,647**
% Increase		**18%**	**7%**	**13%**	**8%**		**50%**



***YTD sales taxes are lagging behind prior year totals due to unique, one-time collections in FY 2025. These include a significant one-time sales of machinery and an adjustment to one of the City's highest sales tax payers affecting several periods.**

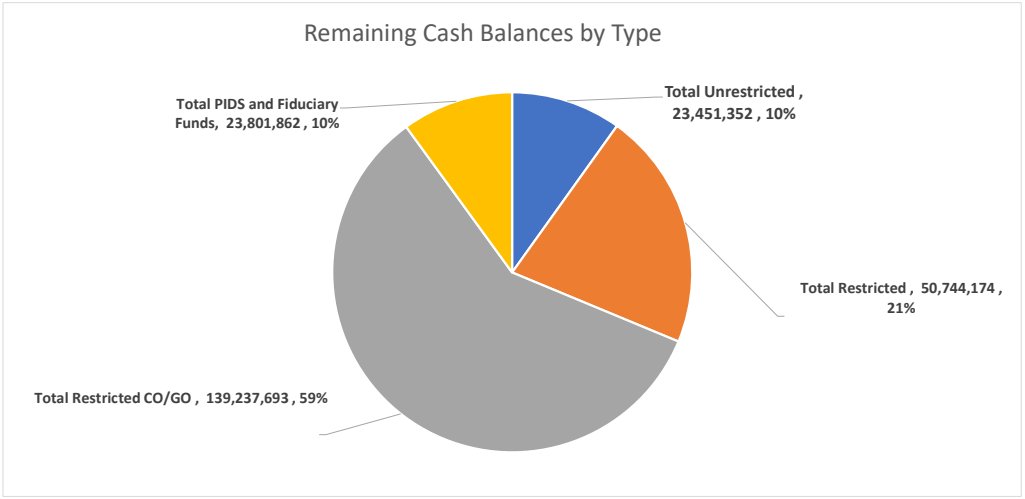
Listing of Funds and Cash Balances as of 04/30/2026				
Fund Name	**Balance**	**Encumbered**	**Remaining**	
Unrestricted				
General Fund	$ 18,402,383	$ 2,960,283	$ 15,442,100	
Utility Operating Fund	14,450,181	6,440,930	8,009,252	
Solid Waste Fund	37,551	37,551	-	
Total Unrestricted	***32,890,116***	***9,438,764***	***23,451,352***	
Restricted				
General Debt Service	7,658,188		7,658,188	
Court Funds	142,825	4,070.00	138,755	
Police Seizure	40,018		40,018	
Hotel Occupancy Tax	1,467,290		1,467,290	
PEG Fund	213,030	3,120	209,910	
Park Improvement Fund	1,269,718		1,269,718	
Parks Master Plan				
Trails Master Plan				
P02 Fritz Park Improvements				
P04 Field Lighting				
P05 Trail Lighting				
P06 Veteran's Memorial				
P08 Trail Expansion from Cross Creek to Creekside				
P09 Trail Expansion at Adam Orgain Park				
P12 Security Cameras at multiple parks				
P13 ZapStand (AED) at Mager Fields				
P15 Athletic Field Feasibility				
P18 Pickleball Courts				
P19 Adam Orgain Restroom				
Community Benefit Fee Fund	1,908,726	243,721	1,665,005	
F02 New Police Facility				
CR 137 Repairs				
T10 Ed Schmidt Safety & Operations				
T19 CR 199 Reconstruction				
Transportation Improvement	9,187,468	1,813,985	7,373,483	
Traffic Impact Fee Study				
Mobility Master Plan				
T11 Emory Farms Gateway				
T13 Traffic Signal at Innovation & Limmer Loop				
General Capital Improvement	2,814,832	2,309,587	505,245	(a)
General Capital Replacement	122,494	122,494	-	(b)
Utility Capital Replacement	225,837	128,064	97,773	
ARPA Funds	2,638,132	2,638,132	-	
W03 Northwest Transmission Water Main				
W12 Water Distribution Lines				
WW10 SE Loop Wastewater Interceptor				
2014 TWDB	2,122,006		2,122,006	
Utility Impact Fees	28,196,783		28,196,783	
Total Restricted	***58,007,345***	***7,263,171***	***50,744,174***	
Restricted CO/GO				
2022 GO Bonds	7,705,994	2,690,630	5,015,364	
T03 FM 1660 at Limmer Loop				
T04 FM 1660 South at US 79				
T05 CR 137 from FM 1660 to Brushy Creek				
T06 Lakeside Estates Phase 3 - sidewalks				
T07 CR 132 Overpass at Us 79				
T08 Megasite East-West Arterial				
T14 Exhchange Blvd & Limmer Loop Intersection Impr				
T15 Exhange Blvd Reconstruction				
2023 GO Bonds (Spine Road)	469,621	-	469,621	
T08 Megasite East-West Arterial				
2023A GO Bonds (Fritz Park)	4,057,332	1,764,426	2,292,906	
P02 Fritz Park				
2024 CO Bonds (Street Portion)	8,575,952	3,815,691	4,760,261	
D01 Legends of Hutto Drainage Ditches				
T05 CR 137 from FM 1660 to Brushy Creek				
T09 Live Oak reconstruction				
T14 Exhchange Blvd & Limmer Loop Intersection Impr				
T41 CR 132 Widening between Limmer Loop & CR 133				
2024 GO Bonds	16,114,688	262,431	15,852,257	
T05 CR 137 from FM 1660 to Brushy Creek				
T09 Live Oak reconstruction				
2026 GO Bonds (Justice Center)	5,030,665	1,564,150	3,466,515	
2019 CO	1,340,260	211,772	1,128,488	
W11 Transmission Line				
WW01 Glenwood Lift Station				

(a) Fund accounts for multi-year infrastructure projects

(b) Fund accounts for annual fixed asset purchases transfer from general fund occur quarterly

Listing of Funds and Cash Balances as of 04/30/2026				
Fund Name	**Balance**	**Encumbered**	**Remaining**	
2022 Utility CO Bonds	847,292	2,881,502	(2,034,211)	
W01 Shilo & Noah Pump Station Improvements				
W02 Frameswitch 3.0 MG Ground Storage Tank #2				
W03 Northwest Transmission Water Main				
W04 Megasite Water Lines				
W06 FM 1160 16" & 20" Waterline				
W11 Transmission Line				
W18 Downtown Elevated Tank Rehabilitation				
WW01 Glenwood Lift Station				
WW02 South WWTP Capacity Rerate Study				
WW03 South WWTP UV System Upgrade				
WW05 South WWTP Final Design/Bidding for Expansion to 6 MGD				
WW07 Megasite Wastewater Lines				
WW09 Brushy Creek Interceptor Phase 3				
WW10 SE Loop Wastewater Interceptor				
2024 Utility CO Bonds	111,578,275	76,376,039	35,202,236	
W04 Megasite Water Lines				
W07 New Elevated Storage Tank (Cottonwood)				
W16 Smart Ball & Pressure Testing				
WW01 Glenwood Lift Station				
WW05 South WWTP Final Design/Bidding for Expansion to 6 MGD				
WW06 South WWTP Construction 6 MGD Expansion				
WW07 Megasite Wastewater Lines				
WW10 SE Loop Wastewater Interceptor				
WW11 Brushy Creek Interceptor Phase 4				
WW13 Avery Lake Interceptor Phase 2				
WW16 Central WWTP Expansion Phase 1				
WW23 Avery Lake Interceptor Phase 2				
WW27 CR 132 & US 79 Wastewater Interceptor				
2026 Utility CO Bonds	73,084,255		73,084,255	
Total Restricted CO/GO	***228,804,335***	***89,566,642***	***139,237,693***	
PIDS and Fiduciary Funds				
River Creek Development Corporation	(218,526)		(218,526)	(c)
Cross Creek PID	1,237,280		1,237,280	(c)
Co-Op PID	2,209,487		2,209,487	(c)
Mustang Creek PID	1,683,256		1,683,256	(c)
Gateway (Wolfe Tract) PID	122,863		122,863	
Emory Crossing PID	4,533,268		4,533,268	
Cottonwood Development Corp (Sports Health)	-		-	
Durango Farms PID	3,349,871		3,349,871	
Cottonwood Creek PID	8,154,325		8,154,325	
Estates of Hutto PID	76,234		76,234	
Meadow Brook PID	93,857		93,857	
TIRZ #1 Co-op	457,140		457,140	
TIRZ #3 Megasite	14,184		14,184	
MUD-Lakeside	30,454		30,454	
MUD-South Fork Ranch	47,981		47,981	
MUD-Walther Farms	56,272		56,272	
MUD-Star Ranch	56,219		56,219	
Prairie Winds PID (Liddel Walker)	1,664,701		1,664,701	
Limmer Square PID (Pearl Estates)	46,214		46,214	
Highway 130 Mixed Use PID	97,443		97,443	
Stromberg PID	89,337		89,337	
Total PIDS and Fiduciary Funds	**23,801,862**		**23,801,862**	
TOTAL ALL CASH BALANCES	**$ 343,503,658**	**$ 106,268,577**	**$ 237,235,081**	

(c) Negative balance pending reimbursement of legal fees from PIDs that are included in Corporation



City of Hutto
Breakdown of Development Services Revenue
FY 2026

GL Account	Description	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	March 26	April 26	May 26	Jun 26	July 26	August 26	Sept 26	Total	Current Budget	% of Budget Collected	
10-5101	Planning/Zoning Fees	41,223	8,840	22,137	850	8,150	20,708	12,650						114,558	125,000	91.6%	
10-5102	Engineering/ROW Fees	56,015	46,642	88,649	17,763	95,202	161,209	32,630						498,110	1,450,000	34.4%	
10-5121	Building Permit Fees	230,822	94,019	46,078	121,378	242,757	117,728	41,129						893,911	1,176,261	76.0%	
10-5122	Building Inspection Fees	43,375	38,130	28,425	24,035	28,125	33,405	24,970						220,465	415,000	53.1%	
10-5123	Site Plan Review Fees	19,556	23,120	3,900	-	13,900	13,492	24,854						98,822	140,300	70.4%	
10-5132	Technology Fee	3,597	2,192	1,763	1,953	2,052	3,059	2,200						16,816	37,500	44.8%	
40-5103	Parkland Dedication Fee	12,695	-	-	13,475	-	1,950	975						29,095	200,000	14.5%	a
42-5106	Traffic Impact Fee	109,041	131,171	108,264	164,685	32,733	101,398	30,904						678,196	1,500,000	45.2%	
50-5113	Water Connection Fee	14,300	9,700	9,100	24,600	2,400	13,200	4,800						78,100	220,000	35.5%	
50-5114	WW Connection Fee	6,000	4,200	3,000	12,300	1,200	6,600	2,400						35,700	116,400	30.7%	
52-5111	Water Impact Fee	203,136	243,763	228,749	362,112	19,707	185,472	70,656						1,313,595	3,347,700	39.2%	
52-5112	WW Impact Fee	136,612	152,225	94,513	189,584	78,872	125,460	50,184						827,450	6,281,500	13.2%	a
		876,372	**754,002**	**634,578**	**932,735**	**525,098**	**783,681**	**298,352**	**-**	**-**	**-**	**-**	**-**	**4,804,818**	**15,009,661**	**32.0%**	

(a) Hutto will continue to monitor in case budget ammendment is needed

FY 2026 BUDGET TRANSFERS YTD						
Month	**Account Name**	**Account**	**Current Budget**	**Approved Transfer**	**Revised Budget**	**Notes**
November	Advertising & Legal Notices	10-060-007-6402	22,275	(9,950)	12,325	Reduced use of digital ads
November	Software Licensing & Maint Fee	10-060-007-6412	43,600	9,950	53,550	Adding Website Chatbot
December	Food/Meals	10-010-001-6205	7,410	(55)	7,355	Savings from citywide event food expenses
December	Outside Printing	10-010-001-6410	500	40	540	New photos for Executive Conference Room
December	Postage	10-010-001-6504	100	15	115	Legal documents sent as certified mail
December	Other Supplies & Materials	10-090-039-6299	85,150	(200)	84,950	Savings from radio purchase
December	Small Tools & Equipment	10-090-039-6215	1,900	100	2,000	Chainsaw chaps and other small tools and equipment
December	Park Improvmts & Structures	13-090-039-6681	51,217	100	51,317	Avant Lease cost more than budget
December	Other Supplies & Materials	50-040-058-6299	2,000	(1)	1,999	Projected savings available to transfer
December	Machinery & Equipment	53-040-058-6603	84,400	1	84,401	Cover projected Ford Transit Lease
December	Line Repairs & Maintenance	50-040-058-6312	125,300	(50,000)	75,300	reduced use of supplies for line repairs
December	Water Pump, Motors & Control Maint	50-040-058-6313	105,500	50,000	155,500	Replacement motor and new chlorine system
January	Water Reservation	50-040-058-6232	303,282	113,040	416,322	Fund Sodium hypochlorite bid
January	Miscellaneous Income	50-040-058-6458	5,300,650	(113,040)	5,187,610	Savings from Brazos River Authority agreement
February	Training and Development	10-010-002-6502	10,000.00	(92.00)	9,908.00	Savings from Strategic Planning facilitation
February	Membership Dues & Subscriptions	10-010-002-6507	22,743.00	92	22,835.00	TML invoice higher due to population estimate
February	Software Licensing & Maint Fee	10-060-003-6412	74,861	40	74,901.00	ICC General Code higher than budgeted
February	Postage	10-060-003-6504	400	(72)	328.00	Savings in Postage
February	Travel, Lodging and Per Diem	10-060-003-6510	400	32	432.00	Lodging more than anticipated
February	Irrigation Repair & Maintenance	10-090-039-6330	5,100	5,000	10,100.00	Ewing Invoice from late FY25 to be paid
February	Ball Field Maintenance	10-090-039-6332	25,000	(5,000)	20,000.00	Savings from baseball equipment and sod replacement
February	Meter Endpoints	50-020-010-6207	78,750	(5,422)	73,328.00	Reduce demand for new residential endpoints
February	Software Licensing & Maint Fee	50-020-010-6412	131,372	5,422	136,794.00	ITRON increased rate after budget was adopted
March	Ammunition & Firearms	10-050-001-6291	97,482	(17,735)	75,747.00	Savings from less range time, reduced ammo cost
March	Other Supplies & Materials	10-050-001-6299	26,029	17,735	47,764.00	Additional PPE and supplies for Special Response
March	Small Tools & Equip.	10-040-023-6215	9,000	(5,000)	4,000.00	Reduce to cover Interim City Engineer
March	Professional Services	10-040-023-6405	-	15,000	15,000	STV Inc. to cover as interim city engineer
March	Training and Development	10-040-023-6502	5,810	(3,000)	2,810	Reduce to cover Interim City Engineer
March	Travel, Lodging and Per Diem	10-040-023-6510	10,295	(7,000)	3,295	Reduce to cover Interim City Engineer
March	Reference Books/Materials	10-030-006-6203	510	283	793	IEDC Manuals increased in price
March	Tradeshows	10-030-006-6208	2,600	(283)	2,317	Savings from ICSC Red River Event
March	Technology Equip. & Supplies	10-020-001-6212	6,493	(7)	6,486	Savings from downstairs teleconferencing equipment
March	Other Supplies & Materials	10-020-001-6299	500	7	507	1099 Tax Form coverage
March	Water Pump, Motors & Control Maint	50-040-058-6313	105,500	50,000	155,500	Future instrumentation for SCADA
March	Water Reservation	50-040-058-6458	5,300,650	(50,000)	5,250,650	Savings from not renewing EPCOR reservation
March	Contract Labor	10-040-060-6403	414,143	(5,000)	409,143	Savings from reducing mowing for River Walk area
March	Property Cleanup & Demolition	10-040-060-6411	10,102	5,000	15,102	Cleanup at the Public Works Yard
March	Clothing & Uniforms	10-050-037-6206	-	500	500	Uniforms for new staff
March	Fuel & Mileage	10-050-037-6231	4,800	(500)	4,300	Savings from delayed 2nd vehicle
March	Ammunition & Firearms	10-050-001-6291	97,482	(4,000)	75,747	Savings from reduced ammo cost and less range time
March	Other Supplies & Materials	10-050-001-6299	26,029	4,000	47,764	Addl PPE and supplies for SRT
March	Food/Meals	10-010-004-6205	21,200	(1,966)	19,234	Savings from combining events
March	City Employee Functions	10-010-004-6489	9,450	1,966	11,416	Holiday banquet costs and casino
March	Furniture & Office Equip	10-090-039-6211	4,150	(550)	3,600	tables and chairs bought at lower amount
March	Small Tools & Equipment	10-090-039-6215	1,900	550	2,450	Replacement of plasma cutter
March	Meter Endpoints	50-020-010-6207	78,750	(49,000)	29,750	Less new development that need endpoints
March	Water Meters	50-020-010-6216	93,100	49,000	142,100	Increase replacement of water meters
March	Equipment Repair & Maintenance	50-020-010-6302	500	132	632	Cost of supplies for increased meter installs
March	Line Repairs & Maintenance	50-020-010-6312	500	(132)	368	Reduced use of supplies for line repairs
April	Signage	10-030-021-6233	400	500	900	Increased public hearing signage per state law
April	Software Licensing & Maint Fee	10-030-021-6412	53,150	(500)	52,650	Savings from Acta AI software cancellation
April	Salaries	21-020-011-6001	-	4,139	4,139	Time as Bailiff or WO earned as regular not OT
April	Overtime	21-020-011-6004	10,000	(4,139)	10,861	Move portion of OT that hit as regular pay
April	Reference Books/Materials	10-020-001-6203	300	(300)	-	GAAFR won't be purchased this FY
April	Membership Dues & Subscriptions	10-020-001-6507	4,045	300	4,345	Increase for GTOT membership for staff
April	Special Events/Awards	10-050-037-6204	3,557	(347)	3,210	Not holding Hutto Disaster Recovery Summit this FY
April	Lease & Rental Svcs	10-050-037-6408	33,068	347	33,415	Increased climatized storage cost
April	Professional Svcs	50-040-001-6405	25,500	50,000	75,500	Pay Manville for Kimley Horn water study
April	Water Reservation	50-040-058-6458	5,300,650	(50,000)	5,250,650	Savings from discontinuing Epcor

Blanket PO Report Greater than $50,000

Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
26-0004	10/15/2025	Eileen Merritt, Inc	3rd Party Inspections and PlanReview	10-030-021-6405	171,200	11,353	159,847	262,200
26-0010	10/15/2025	City of Taylor, TX	Wholesale Water	50-040-058-6451	440,539	187,004	253,535	440,539
26-0013	10/15/2025	Manville Water Supply Corp	Manville Water Contract	50-040-058-6452	638,857	367,282	271,575	638,857
26-0028	10/27/2025	Mathews & Freeland, LLC	Attorney Services	50-100-000-6401	68,022	24,269	43,753	219,042
26-0031	10/27/2025	Recharge Water, LP	HOT Wells Ground Water Lease	50-040-058-6454	107,737	51,135	56,602	264,095
26-0053	11/13/2025	PVS DX Chemicals	Chemicals	50-040-058-6232	94,050	41,767	52,283	303,282
26-0066	11/24/2025	Brazos River Authority	Brazos River Authority Wastewater	50-040-058-6456	2,654,321	1,320,986	1,333,335	2,654,321
26-0067	11/26/2025	Itron Inc.	AMI-Water Meter reading software	50-020-010-6412	73,491	71,589	1,902	66,500
26-0077	12/4/2025	Hyde Kelley LLP	Special Counsel River Creek & Cottonwood Creek DC	Multiple	158,502	16,082	142,420	191,752
26-0078	12/4/2025	Al Clawson Inc.	Solid Waste removal services	70-080-010-6461	2,651,220	1,110,991	1,540,229	2,651,220
26-0081	12/8/2025	Matrix Imaging Solutions LLC	Utility Billing printing & Mailing	Multiple	85,500	29,821	55,679	85,500
26-0082	12/8/2025	Ferguson Enterprise Inc.	Purchase of residential water meters	50-020-010-6216	93,100	77,754	15,346	93,100
26-0084	12/11/2025	Xylem Water Solutions USA, Inc	Four spare pumps for Lift Stations	50-040-058-6315	150,983	113,836	37,147	206,850
26-0085	12/11/2025	Advance Water Well Technology, LLC	Repairs for water well #10	50-040-058-6313	96,132	96,132	-	98,041
26-0086	12/12/2025	Williamson Central Appraisal District	Appraisal fees	Multiple	141,044	35,925	105,119	141,044
26-0093	12/17/2025	Bluebonnet Electric Co-Op	Electric for Wells/Liftstations	50-040-058-6521	337,567	134,760	202,807	544,946
26-0097	12/18/2025	Centerline Supply	Signage & Other Supplies	Multiple	69,223	15,217	54,006	100,894
26-0098	12/18/2025	Gexa Energy, LP	Electricity for City Streetlights	Multiple	615,564	305,892	309,672	615,565
26-0105	12/22/2025	Brooks Watson & Company	City Financial Audit & Single Audit	10-020-001-6405	60,554	45,531	15,023	60,554
26-0106	12/22/2025	Bojorquez Law Firm, PC	Attorney Services	Multiple	793,528	201,322	592,206	927,047
26-0109	12/23/2025	Tyler Technologies Inc.	ERP Pro Annual Service Cost	Multiple	117,383	117,383	-	117,383
26-0114	12/30/2025	The Chapman Firm PLLC	Special Counsel Brooklands Construct Defect	10-010-003-6401	66,958	7,350	59,608	840,042
26-0116	12/31/2025	Yellowstone Landscape	Mowing Services	10-040-060-6403	393,000	135,747	257,253	414,143
26-0120	12/31/2025	Verizon Wireless	City Cell phone services	Multiple	150,650	64,185	86,465	150,650
26-0123	1/5/2026	Tack Development, Ltd.	Sales Tax reimbursement	10-5007	767,446	270,912	496,534	1,200,000
26-0133	1/6/2026	SHI-Government Solutions	Microsoft Licenses	10-060-030-6412	116,144	116,144	-	441,023
26-0137	1/21/2026	Buckeye Telesystem Inc.	City-wide Internet services	10-060-030-6413	81,897	40,029	41,868	306,577
26-0142	1/26/2026	Williamson County & Cities Health District	Outside Agency Funding	10-010-002-6606	100,243	50,127	50,116	100,243
26-0171	2/18/2026	TML Intergovernmental Risk	Citywide insurance coverages	Multiple	483,884	483,884	-	483,884
26-0179	2/26/2026	ValleyView Consulting,LLC	2nd Year Investment advisory services	10-020-001-6405	75,000	14,730	60,270	155,752
26-0194	3/18/2026	Williamson County/County Auditor	FY 2026 Dispatch service fees	10-050-001-6413	1,193,089	1,193,089	-	1,245,873

Authorized and Unissued General Obligation Debt

Historical Bond Election Information

Purpose	Debt Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued	
Sewer	Saturday, March 18, 1972	25,000	12,000	-	13,000	
Parks and Recreation	Tuesday, November 6, 2018	50,000,000	19,660,000	-	30,340,000	(a)
Total		**$ 50,025,000**	**$ 19,672,000**	**$ -**	**$ 30,353,000**	

(a) The authorized issuance of $50,000,000 tax bonds for parks and recreational facilities and other improvements at or integrated into parks and recreational facilities

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

AGENDA ITEM REPORT
9.14.

To:	City Council
Subject:	Consideration and possible action on approving the following City Council meeting minutes: May 7, 2026 Work Session, May 7, 2026 City Council Meeting and May 13, 2026 Special Meeting. (Laura Hallmark)
Meeting:	Thursday, May 21, 2026
Department:	City Secretary /
Staff Contact:	Laura Hallmark

ITEM SUMMARY:

Section 551.021 of the Texas Local Government Code provides as follows:

(a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
(b) The minutes must:
(1) state the subject of each deliberation; and
(2) indicate each vote, order, decisions or other action taken.

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then kept on permanent file in the Office of the City Secretary.

FISCAL NOTES:

There is no fiscal impact for this item.

ATTACHMENTS:

1. 5.7.2026 WS DRAFT MINUTES
2. 5.7.2026 DRAFT MINUTES
3. 5.13.2026 DRAFT MINUTES

City of Hutto

Minutes

City Council Work Session

Thursday, May 7, 2026 at 6:00 PM

Executive Conference Room – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER** – 6:00 PM
2. **ROLL CALL**
   Members of Council present: Mayor Snyder, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

   Absent: Mayor Pro Tem Thornton
3. **OTHER BUSINESS**
   3.1. Discussion and Possible Action Regarding Utility Impact Fee Fund and Utility Fund Financial Performance, Water CCN Growth, Revenue Trends, and Long-Term Utility Rate Sustainability Planning (Finance)

   Alberta Barrett, Finance Director, reviewed two scenarios regarding use of impact fees, fund balance, Hutto Economic Development Corporation (HEDC) reimbursement related to the Megasite, and water/wastewater rate comparisons.

   Motion by Councilmember Porterfield, second by Councilmember Morris, to proceed with Scenario #2, providing HEDC notification and Tax Increment Reinvestment Zone (TIRZ) Board notification. Motion passed 6:0.
4. **ADJOURNMENT** – 6:32 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DRAFT

City of Hutto

Minutes

City Council Meeting

Thursday, May 7, 2026 at 7:00 PM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:00 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

Absent: Mayor Pro Tem Thornton

STAFF:

Staff members present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; David Amsler, Executive Director of Strategic Operations; Nick Angeli, Management Fellow; Alberta Barrett, Finance Director; Sara Cervantes, Executive Director of Community Services; Rick Coronado, Public Works Director; Patricia Davis, Interim City Engineer; Abby Fenton, Communications Manager; Laura Hallmark, City Secretary; Kelly Isham, Deputy Director of Emergency Management; Dwain Jones, Assistant Police Chief; Howard Koontz, Director of Development Services; Nathan Spraggins, Police Lieutenant; Jeff White, Parks and Recreation Director

3. INVOCATION – Arthur Spence, Little Ebenezer Baptist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Teacher Appreciation Week — May 4-8, 2026

6. CITY MANAGER COMMENTS

James Earp, City Manager, made the following announcements:

New Hires

Ria Barajas – Welcome Ria Barajas to her new role as Accountant. With a background in business administration and computer information systems, Ria previously worked in income tax, bookkeeping, and accounts payable. She enjoys reading, strength training, and walking her dog Millie in her free time.

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Susan Carrizales – Welcome Susan Carrizales to her new role as Administrative Assistant with Hutto Police Department. Previously, Susan spent 27 years as an Administrative Specialist with the City of Austin Police Department. In her free time, Susan enjoys Reading, Puzzles and working in her flower garden.

Avary Bristol – Welcome Avary Bristol to her new role as Crime Analyst. Avary previously worked as a crime analyst for Manor Police Department and has a background in Criminology. An interesting fact about Avary is that she has been to over 25 concerts.

Joshua Ramirez – Welcome Joshua Ramirez to his new role as Water Services Technician. With a background in Metering Services and education in AMI Data, Joshua brings 10 years of relevant experience to the City of Hutto team.

Forrest Williams – Welcome Forrest Williams to his new role as Planning Manager. With a background in planning and development and a Master of Urban Planning from Texas A&M, Forrest brings eight years of relevant experience to the City of Hutto team.

Brian Martin – Welcome Brian Martin to his new role as a Police Officer. Before joining Hutto Police Department, Brian proudly served 20 years in the Marine Corps and earned degrees in both General Studies and Business Administration.

Amanda Bean – Welcome Amanda Bean to her new role as a Crime Scene and Evidence Tech with Hutto Police Department. Amanda previously served as a Crime Scene Specialist for the Round Rock Police Department, where she was later promoted to Evidence Supervisor. In her free time, Amanda enjoys spending time outdoors, playing softball, and spending quality time with her daughter, Elizabeth.

Aaron Beals – Welcome Aaron Beals to his new role as Construction Inspector. Aaron brings a background in Transportation Construction Inspection from his time in Pflugerville and Streets and Drainage experience from Taylor. In his free time, Aaron enjoys doing vehicle maintenance, small home renovations, and other duties as assigned by his wife.

Scott Roeglin – Welcome Scott Roeglin to his role as Utility Technician. With over 20 years of experience in water and wastewater line maintenance and pipeline inspection, Scott brings valuable expertise to the City of Hutto. He looks forward to maintaining the City's water and wastewater systems and driving improvements in safety, efficiency, and service quality.

Makayla Luna – Welcome Makayla to her role as Right-of-Way Inspector. Previously, Makayla worked in construction as a field technician and has a background in testing. Currently residing in Pflugerville, she enjoys watching documentaries with her dog in her free time.

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Chase Introduction

The Hutto Police Department, in partnership with the Central Texas Public Safety Commission (CTPSC), is proud to introduce Chase, the first crisis K9 serving Williamson County. He will play a key role in supporting first responders by offering immediate emotional comfort during critical incidents, providing trauma-informed support to victims and families, and helping officers manage post-incident stress. His presence strengthens the department's commitment to safety, wellness, and community-centered policing. Welcome Chase!

HCU Graduation

We're happy to welcome the latest class of Hutto Citizens University graduates this evening! Over the past eight weeks, this group has taken a hands-on journey through the inner workings of our city, learning not just what we do, but why we do it. Tonight, we celebrate their curiosity, commitment, and willingness to engage more deeply with their city. Please join me in welcoming our graduates!

Mackinzie Bibbs	*Lisa Aiken*	*Cassandra York-Brugnone*
Jordan Myers	*Tania Sneed*	*Eric Brugnone*
Ebony Adams	*Cory Raab*	*Chasey Davis*
	Luiz Dunham	

7. PUBLIC COMMENT

1. *Carlos Kea*
2. *Terrence Owens (time designated from other speaker)*
3. *Kathleen Cook (time designated from other speaker)*
4. *Zachary Kendrick*

8. BOARDS AND COMMISSIONS

8.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, and Area Government appointments.

Speaker: Rick Hudson

There was no action for this item.

8.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD, CIP, UDC, Public Safety, Co-Op).

DRAFT

Mayor Snyder commented the public safety sub-committee met and reviewed the proposed justice center layout and possible costs. Looking to have this go to voters for bond.

9. PRESENTATIONS

9.1. Recognition of outgoing Councilmember Peter Gordon.

Mr. Earp commented on Mr. Gordon's tenure on Council and how Hutto has changed during that time. Mr. Gordon also received a photo memory book published by the Communications Department highlighting Mr. Gordon's time on Council. Additionally, Mr. Gordon was presented with a flower arrangement.

Mayor Snyder provided some comments about serving with Mr. Gordon, who then made some personal comments of his own.

9.2 Discussion and possible action related to a light industrial project known as the Opus Development located outside the City of Hutto's wastewater Certificate of Necessity and Convenience. (Amanda Swor)

Amanda Swor, with Drenner Group, presented the information for this item.

Motion by Councilmember Porterfield, second by Councilmember Gordon, to direct staff to continue to engage with the developer on this project. Motion passed 6:0.

9.3 Presentation from the Sesquicentennial Committee, including discussion and possible action to approve proposed budget. (Councilmember Gordon)

Amberley Kolar, Chair of the Committee presented an update and highlighted budget requests and sponsorship intent.

Council discussion regarding use of Hotel Occupancy Tax (HOT) funds, matching funds and possible use of money from the General Fund.

Motion by Mayor Snyder, second by Councilmember Morris, to support up to $40,000 with $20,000 minimum dollar for dollar match. If determine can't use HOT funds, then use General Fund dollars. Motion passed 6:0.

These items were taken out of order:

14.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 13.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to approve the Interlocal Agreement as presented, but ESD must sign it tonight or the City Manager will not sign it. Motion passed 6:0.

DRAFT

12.2 Discussion and possible action regarding the contract between Hutto Youth Baseball Softball Association (HYBSA) and the City of Hutto dated October 2, 2025. (Mayor Snyder)

Speakers: Jeremy Carter and Tyler Brown

Council discussion regarding issues presented, communication with Association and City staff, and desired outcomes. It was the consensus of Council to discuss this at a future Work Session. This has been scheduled for June 4, 2026.

10. CONSENT AGENDA ITEMS

10.1 Consideration and possible action on Resolution No. R-2026-090 authorizing Construction Manager At Risk (CMAR) Change Order No. 6 in the amount of $327,914, resulting in a credit to the CMAR contingency, with no change to the contract price, for the South Wastewater Treatment Plant (SWWTP) Expansion to 6.0 million gallons per day (MGD) (CIP WW06 2023). (Patricia Davis)

10.2 Consideration and possible action on Resolution No. R-2026-091 authorizing Change Order #7 for equipment, for a decrease to Owner's Contingency in the amount of $217,191.71, with no change to the contract price, for the South Wastewater Treatment Plant (SWWTP) Expansion to 6.0 million gallons per day (MGD) (CIP WW-06 2023). (Patricia Davis)

10.3 Consideration and possible action on Resolution No. R-2026-092 authorizing the City Manager to execute Amendment No.1 with Raba Kistner in the amount of $148,322.90 for additional construction materials observation and testing services related to the South Wastewater Treatment Plant Expansion project (CIP WW06-2023). (Patricia Davis)

10.4 Consideration and possible action on Resolution No. R-2026-093 authorizing Owner's Contingency Request #2, consisting of the reallocation of previously approved construction contract funds, a credit to the Owner's Contingency in the amount of $40,870, with no change to the contract price, for the South Wastewater Treatment Plant (SWWTP) Expansion to 6.0 million gallons per day (MGD) (CIP WW06 2023). (Patricia Davis)

10.5 Consideration and possible action on Resolution No. R-2026-094 approving change order No. 2 in the amount of $273,742.89 with Santa Clara Construction related to construction of the Glenwood Interceptor and Lift Station Modifications project (WW01-2023). (Patricia Davis)

DRAFT

10.6 Consideration and possible action on Resolution No. R-2026-095 approving change order No. 3 in the amount of $152,849.00 with Keeley Construction Group related to construction of the South Wastewater Treatment Plant Lift Station project (WW01-2023). (Patricia Davis)

10.7 Consideration and possible action on Resolution No. R-2026-096 approving change order No. 2 in the amount of $99,252.20 with Cash Construction related to construction of the Central Wastewater Treatment Plant Lift Station Number 2 project (WW01-2023). (Patricia Davis)

10.8 Consideration and possible action on Resolution No. R-2026-097 authorizing the City Manager to execute change order #6 with C.C. Carlton Industries, LTD in the amount of $8,307.32 related to the construction of the Shiloh and Noak Pump Station Improvements project (CIP W01-2023). (Patricia Davis)

10.9 Consideration and possible action on Resolution No. R-2026-098 approving a supplemental No. 1 in the amount of $60,857.00 with Freese & Nichols, Inc. related to the cultural resource survey services and easement document preparation for the Central Wastewater Expansion - Bypass Project (WW16-2025). (Patricia Davis)

10.10 Consideration and possible action on Resolution No. R-2026-099 to award a construction contract to Synergy Commercial Construction in the amount of $170,351.76 for the construction of the Hutto Lake Park Playground Project and authorizing the City Manager to execute the contract (CIP P34-2025). (Patricia Davis)

10.11 Consideration and possible action on Resolution No. R-2026-100 authorizing the City Manager to execute Change Order No. 4 with STR Constructors, for a decrease to Owner's Contingency in the amount of $5,822.25 and a contract time extension of nine (9) days, for the Fritz Park Phase 2 Project (CIP No. P02-2023) (Patricia Davis).

10.12 Consideration and possible action on Resolution No. R-2026-101 authorizing payment to Lost Pines Groundwater Conservation District in the amount of $44,241.03 for export user fee permits for Shiloh. (Alberta Barrett)

10.13 Consideration and possible action on Ordinance No. O-2026-016 amending the Code of Ordinances Chapter 14 regarding junk and abandoned vehicles. (Chief Yarbrough)

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10.14 Consideration and possible action on Resolution No. R-2026-102 approving the Municipal Services Agreement by and between the City of Hutto and HWY 130 Mixed Use, LLC related to the development known as Epitome. (Howard Koontz)

10.15 Consideration and possible action on Ordinance No. O-2026-017, repealing and replacing Ordinance No. O-2025-049 and Ordinance No. O-2025-054 to correct administrative errors related to the base zoning designation for property located at the northeast corner of CR 109 and SH 130 and to ensure the proper execution and inclusion of the Municipal Services Agreement as required. (Howard Koontz)

10.16 Consideration and possible action on Resolution No. R-2026-103 approving the Stromberg Public Improvement District Financing Agreement by and between the City of Hutto and WMV Hutto 390 DE, LLC. (Sara Cervantes)

10.17 Consideration and possible action on Ordinance No. O-2026-018 amending the Fiscal Year 2026 fee schedule for wastewater disconnect fees. (Alberta Barrett)

10.18 Consideration and possible action on Resolution No. R-2026-104 authorizing the City Manager to approve the First Amendment to the Facilities Utilization Agreement Between the City of Hutto and Sting Soccer Foundation. (Jeff White)

10.19 Consideration and possible action on Resolution No. R-2026-105 accepting the infrastructure improvements for private development known as Carmel Creek Amenity Center located in the Hutto Crossing Subdivision. (Patricia Davis)

10.20 Consideration and possible action on Ordinance No. O-2026-019 amending the budget for Fiscal Year 2026 for expenditures of the Hutto Economic Development Corporation and legal expenditures for the various funds in the City of Hutto. (Alberta Barrett)

10.21 Consideration and possible action on acceptance of the investment report for the period ending March 31, 2026 (Alberta Barrett)

10.22 Consideration and possible action on approving the following City Council meeting minutes: April 16, 2026 Work Session and April 16, 2026 City Council Meeting. (Amanda Taylor)

Motion by Councilmember King, second by Councilmember Gordon, to approve the items submitted on the Consent Agenda as noted above, noting item 10.1 is a reduction.

DRAFT

Councilmember King expressed concern with the number of Change Orders, time extensions and increases in cost that have been presented the Council recently. Stated contracts and expectations need to be secured at the beginning.

Motion passed 6:0.

11. RESOLUTIONS

This item was taken out of order:

11.5 Consideration and possible action on Resolution No. R-2026-110 authorizing and creating the Stromberg Public Improvement District within the City of Hutto, Texas. (Sara Cervantes)

Bart Fowler, with McCall, Parkhurst and Horton – Bond Counsel, provided information for this item.

Motion by Mayor Snyder, second by Councilmember King, to approve the resolution as presented, with the 90/10 split omitted. Motion passed 6:0.

11.1 Consideration and possible action on Resolution No. R-2026-106 approving an Interlocal Agreement with Hutto Independent School District (HISD) for Cost-Sharing of Design, Engineering, and Construction of a traffic light at Main Hippo Drive and FM 1660 N (City Contribution Not to Exceed $306,256.59). (James Earp)

Motion by Mayor Snyder, second by Councilmember Gordon, to approve the resolution as presented. Motion passed 6:0.

11.2 Consideration and possible action on Resolution No. R-2026-107 authorizing the City Manager to execute a Compensation Agreement by and between the City of Hutto and Pulte Homes of Texas, L.P. to govern the facilitation wastewater service to a single-family development located entirely within the jurisdictional limits of the City of Round Rock. (Sara Cervantes)

Sara Cervantes, Executive Director of Community Services, presented the information for this item.

Motion by Mayor Snyder, second by Councilmember Morris, to approve the resolution as presented. Motion passed 6:0.

DRAFT

11.3 Consideration and possible action on Resolution No. R-2026-108 authorizing the City Manager to execute an Interlocal Cooperation Agreement with the City of Round Rock ("Round Rock") to facilitate the provision of wastewater service by Round Rock to a tract owned by Pulte Homes of Texas, L.P. ("Pulte"), contingent upon Pulte's provision of compensation to the City of Hutto in exchange for decertification from Hutto's wastewater Certificate of Convenience and Necessity. (Sara Cervantes)

Ms. Cervantes presented the information for this item.

Motion by Councilmember Porterfield, second by Councilmember King, to approve the resolution as presented. Motion passed 6:0.

11.4 Consideration and possible action on Resolution No. R-2025-109 authorizing the City Manager to execute a Service Area Agreement with the City of Round Rock to facilitate the provision of wastewater service by Round Rock to a tract owned by Pulte Homes of Texas, L.P. ("Pulte"), contingent upon Pulte's provision of compensation to the City of Hutto in exchange for decertification from Hutto's wastewater Certificate of Convenience and Necessity. (Sara Cervantes)

Ms. Cervantes presented the information for this item.

Motion by Councilmember Porterfield, second by Councilmember King, to approve the resolution as presented. Motion passed 6:0.

12. OTHER BUSINESS

12.1. Consideration and possible action on the 2026 Planning & Zoning Commission Capital Improvement Project (CIP) Recommendation. (Howard Koontz)

Howard Koontz, Director of Development Services, presented information for this item. Rick Hudson, Chair of Planning & Zoning Commission (P&Z) provided detailed analysis of projects as recommended by P&Z. After Council discussion, it was determined that a Council sub-committee would be formed to review this information. Councilmembers Morris, Porterfield and King expressed an interest. Formal action will be taken at a future meeting.

12.3 Discussion and possible action on RFA# 2026-020-AB-02 regarding requirement of financial institutions having a main office or branch location within Hutto’s municipal boundary. (Mayor Snyder)

Mayor Snyder stated his reasoning behind this agenda item. Alberta Barrett, Finance Director, provided additional information for this item.

DRAFT

Motion by Mayor Snyder, second by Councilmember Morris, to close and rescind this RFA and repost with all requirements and no limitation to be within city limits. Motion passed 6:0.

12.4 Discussion and possible action regarding the funding of a sound study including measurements of existing and operating data centers, to include low-frequency tonal noise, dB(A) and other potential measurements of noise and vibrations. (Mayor Snyder)

Mayor Snyder stated his reasoning behind this agenda item. Mr. Koontz provided additional information for this item.

Motion by Councilmember Porterfield, second by Councilmember Morris to have staff determine funds and an RFP for a study and bring back for Council consideration. Motion passed 6:0.

13. EXECUTIVE SESSION

13.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Interlocal Agreements for the allocation of sales tax revenue between the Williamson County Emergency Services District #3 and the City of Hutto, Texas; b) Settlement Agreement in PUC Docket No. 57303 - Petition of City of Hutto for a cease-and-desist order against Preserve Hutto, LLC; c) Local option Alcohol Election requirements.

13.2 Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate) to deliberate and seek legal advice regarding the acquisition of real property interests located along East Front Street as part of the CR 199 Reconstruction project (CIP T19-2024), including by use of eminent domain, if necessary, Parcel 2.

This item will be postponed to May 21, 2026.

In Executive Session at 10:41 PM. Out at 11:16 PM, with the exception of item 13.2.

14. ACTION RELATIVE TO EXECUTIVE SESSION

14.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 13.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to approve Resolution No. R-2026-117 with completed agreement with Exhibit and direct the City Manager to sign tonight. Motion passed 6:0.

DRAFT

Item 13.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to request Hutto Economic Development Corporation to prioritize the development of a fire station. Motion passed 6:0.

Item 13.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to direct staff to do an RFP/RFQ to hire a fire apparatus procurement consultant. Motion passed 5:1 (Gordon).

Mayor Snyder recalled for consideration the previous item.
Item 13.1.a: Motion by Mayor Snyder, second by Councilmember Porterfield, to request Hutto Economic Development Corporation to prioritize the development of a fire station. Motion passed 5:1 (Gordon).

Item 13.1.b: Motion by Mayor Snyder, second by Councilmember King, to approve Resolution No. R-2026-112 as presented. Motion passed 6:0.

14.2 Consideration and possible action on Resolution No. R-2026-111 authorizing the acquisition of real property interests as part of the CR 199 Reconstruction project (CIP T19-2024), Parcel 2.

This item will be postponed to May 21, 2026.

15. CITY COUNCIL COMMENTS

15.1 General Comments from City Council

Councilmember Gordon thanked everyone for the seven years he's spent on City Council and announced a get-together on Friday, May 8th from 5-7 at Café Jalisco.

15.2 Future Agenda Items

Mayor Snyder: form Council sub-committees for CIP (King, Morris, Porterfield) and for fire safety (Porterfield, Snyder, Morris).

16. ADJOURNMENT 11:31 PM

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

DRAFT

City of Hutto

Minutes

Special City Council Meeting
Wednesday, May 13, 2026 at 5:00 PM
ty Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 5:00 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

3. PUBLIC COMMENT

There were no speakers.

4. RESOLUTIONS

4.1. Consideration and possible action on Resolution No. R-2026-113 canvassing the returns and declaring the results of the General Election held May 2, 2026 for the purpose of electing Councilmember Place 1 and Councilmember Place 4. (Laura Hallmark)

Laura Hallmark, City Secretary, presented the final results of the election as presented by Williamson County Elections Department.

Motion by Councilmember Gordon, second by Councilmember Morris, to approve the resolution as presented. Motion passed 7:0.

4.2. Consideration and possible action on Resolution No. R-2026-114 ordering a runoff election for June 13, 2026, for the purpose of electing a City Councilmember for Place 1; designating election precincts and polling places, providing for early voting; providing for performance of required administrative duties; making provisions for the conduct of such election; and providing for other matters related to such election. (Laura Hallmark)

Ms. Hallmark presented the information for this item, outlining voting will take place at City Hall during both early voting and on Election Day.

Motion by Councilmember Gordon, second by Councilmember Morris, to approve the resolution as presented. Motion passed 7:0.

DRAFT

5. ADJOURNMENT – 5:08 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

DRAFT

AGENDA ITEM REPORT
10.1.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2026-022 repealing and replacing Chapter 24, Article 24.06, of the Code of Ordinances to update the City's Industrial Waste discharged into the sanitary sewer system and publicly owned treatment works. (Rick Coronado)
Meeting:	Thursday, May 21, 2026
Department:	Public Works /
Staff Contact:	Rick Coronado

ITEM SUMMARY:

A. **Purpose and Policy**

1. This Article sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW) for the City of Hutto (the "City") and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code (U.S.C.) § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations (CFR) Part 403). Nothing in this Article is intended to conflict with, or otherwise invalidate any requirement, procedure, or standard specified in the law or by ordinance governing all sources of Indirect Discharge.
2. The objectives of this Article are:
    a. To prevent the introduction of pollutants into the POTW that will interfere with its operation;
    b. To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
    c. To protect both the general public and POTW personnel who may be affected by wastewater and sludge;
    d. To promote the reduction, reclamation, and reuse of municipal, non-domestic wastewaters and sludges;
    e. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
    f. To enable the City to comply with its Texas Pollutant Discharge Elimination System (TPDES) permit conditions, sludge use and disposal requirements, and any other applicable federal or state laws.

FISCAL NOTES:

AGENDA ITEM REPORT
10.1.

No costs associated with this action.

ATTACHMENTS:

1. 20260511 Hutto ORD Amend Industrial Waste Update v2
2. 20260112 Hutto Ord Industrial Waste v2 5.11.26_clean
3. INDUSTRIAL WASTE ORD_Repealed

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, REPEALING AND REPLACING CHAPTER 24, ARTICLE 24.06, OF THE CODE OF ORDINANCES TO UPDATE THE CITY'S INDUSTRIAL WASTE DISCHARGE IN PUBLICLY OWNED TREATMENT WORKS (POTW) IN ACCORDANCE WITH STATE LAW; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, PENALTY; REPEALER, SEVERABILITY, PUBLICATION, ADOPTION, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

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

WHEREAS, this Article sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW) for the City and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code (U.S.C.) § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations (CFR) Part 403); and

WHEREAS, nothing in this Article is intended to conflict with, or otherwise invalidate any requirement, procedure, or standard specified in the law or by ordinance governing all sources of Indirect Discharge;

WHEREAS, the objectives of this Article are to prevent the introduction of pollutants into the POTW that will interfere with its operation; and to prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW; and to protect both the general public and POTW personnel who may be affected by wastewater and sludge; and to promote the reduction, reclamation, and reuse of municipal, non-domestic wastewaters and sludges; and to provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and to enable the City to comply with its Texas Pollutant Discharge Elimination System (TPDES) permit conditions, sludge use and disposal requirements, and any other applicable federal or state laws.

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT. Chapter 24, Article 24.06 Industrial Waste of the Code of Ordinances of the City of Hutto, Texas, is hereby repealed and replaced to read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Underlined text shall be added and struck-through text shall be deleted as indicated in Exhibit "A".

SECTION 3. PENALTY. That a violation of this Ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Sec. 1.01.009 of the Code of Ordinances of the City of Hutto, which shall be a fine of not less than one dollar ($1.00) and no more than five hundred dollars ($500.00), and each day a violation exists shall be a separate offense.

SECTION 4. REPEALER. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 5. SEVERABILITY. Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 6. PUBLICATION. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council which shall be published in the approved City Council minutes.

SECTION 7. ADOPTION. Pursuant to Section 3.10 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 9. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 21st of May, 2026, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Laura Hallmark, City Secretary

EXHIBIT “A”

Chapter 24 **Utilities**
Article 24.06 **Industrial Waste**

[INSERT AMENDED TEXT]

Chapter 24 [Utilities] – Article 6 [Industrial Waste]

Section 24.06.001 General Provisions

A. Purpose and Policy

1. This Article sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW) for the City of Hutto (the "City") and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code (U.S.C.) § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations (CFR) Part 403). Nothing in this Article is intended to conflict with, or otherwise invalidate any requirement, procedure, or standard specified in the law or by ordinance governing all sources of Indirect Discharge.
2. The objectives of this Article are:
    a. To prevent the introduction of pollutants into the POTW that will interfere with its operation;
    b. To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
    c. To protect both the general public and POTW personnel who may be affected by wastewater and sludge;
    d. To promote the reduction, reclamation, and reuse of municipal, non-domestic wastewaters and sludges;
    e. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
    f. To enable the City to comply with its Texas Pollutant Discharge Elimination System (TPDES) permit conditions, sludge use and disposal requirements, and any other applicable federal or state laws.

B. Applicability, Powers, and Authority

1. This Article shall apply to all Users of the POTW.
2. Except as otherwise provided herein, the Director shall administer, implement, and enforce the provisions of this Article.
3. This Article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative procedures; requires User reporting; and supports the objectives of this Section.

C. Administration

Except as otherwise provided herein, the City of Hutto Public Works Director (the "Director") shall administer, implement, and enforce the provisions of this Article. Any powers granted to, or duties imposed upon the Director may be delegated by the Director to a Duly Authorized City Employee.

Section 24.06.002 Acronyms & Definitions

A. Abbreviations / Acronyms

BMP	Best Management Practice
BMR	Baseline Monitoring Report
BOD	Biochemical Oxygen Demand
CA	Control Authority
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COC	Chain-of-Custody
COD	Chemical Oxygen Demand
CROMERR	Cross-Media Electronic Reporting Rule
CWA	Clean Water Act
CWF	Combined Wastestream Formula
DAF	Dissolved Air Floatation
ELG	Effluent Limit Guidelines
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
ETJ	Extra-Territorial Jurisdiction
FOG	Fats, Oils, and Grease
gpd	Gallons Per Day
HUC	Hutto Central Wastewater Plant
HUS	Hutto South Wastewater Treatment Plant
IPP	Industrial Pretreatment Program
IU	Industrial User
MAHL	Maximum Allowable Headworks Load
MAIL	Maximum Allowable Industrial Load
mg/L	Milligrams Per Liter
ml	Milliliter
NOV	Notice of Violation
O&M	Operations and Maintenance
P2	Pollution Prevention
PPE	Personal Protective Equipment

POTW	Publicly Owned Treatment Works
PTS	Pretreatment System
RCRA	Resource Conservation and Recovery Act
SDS	Safety Data Sheet
SIC	Standard Industrial Classification
SIU	Signifiant Industrial User
SNC	Signifiant Non-Compliance
SOP	Standard Operating Procedures
SPCC	Spill Prevention Control and Countermeasure
SSO	Sanitary Sewer Overflow
TAC	Texas Administrative Code
TBLL	Technically Based Local Limit
TCEQ	Texas Commission on Environmental Quality
TMDL	Total Maximum Daily Load
TOMP	Toxic Organic Management Plan
TPDES	Texas Pollutant Discharge Elimination System
TSS	Total Suspended Solids
TTO	Total Toxic Organics
USC	United States Code
WWTP	Wastewater Treatment Plant

B. Definitions

For the purpose of interpreting this Article, certain words used herein are defined as follows:

1. Act / Clean Water Act: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.
2. Administrative Order: a formal legal document that outlines specific actions or behaviors required of an individual, business, or other entity.
3. Approval Authority: The Texas Commission of Environmental Quality (TCEQ).
4. Authorized or Duly Authorized Representative of the User: the individual authorized to represent, sign, and submit documents in accordance with the following criteria:
    a. If the User is a corporation:
        i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other individual who performs similar policy or decision-making functions for the corporation; or

ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

b. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

c. If the User is a federal, state, or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

d. The individuals described in paragraphs (a) through (c), above, may designate another Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City of Hutto.

5. Best Management Practices (BMPs): schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the Prohibitions listed in Section 24.06.003. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

6. Biochemical Oxygen Demand (BOD): the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

7. Bypass: the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.

8. Categorical Industrial User (CIU): an Industrial User subject to Categorical Pretreatment Standards or Categorical Standards as established by the U.S. EPA.
9. Categorical Pretreatment Standard: any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307 (b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of Users, and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
10. City (or individuals representing the City): The City of Hutto, together with all its governing and operating bodies, or Duly Authorized Representatives.
11. Compliance Order: an Administrative Order directing a non-compliant User to achieve or restore compliance by a date specified in the order.
12. Composite Sample: a sampling method consisting of either discrete or continuous samples collected in equal amounts and over equal time intervals. For discrete sampling, at least 12 aliquots shall be composited. Where a 24-hour composite sample is not feasible, four (4) grab samples may be collected in equal amounts and equal time intervals. All samples must be representative of normal daily operations.
13. Consent Order: an Administrative Order embodying a legally enforceable agreement between the City and the non-compliant User designed to restore the User to compliance.
14. Control Authority: The City or Duly Authorized Representative of the City.
15. Daily Maximum Limit: the maximum allowable discharge of a pollutant over a calendar day or equivalent representative 24-hour period.
    a. For concentration-based limits, the Daily Maximum Limit is the maximum of all measurements taken;
    b. For mass-based limits, the Daily Maximum Limit is the total mass discharged.
16. Director: The City of Hutto Public Works Director. The Director may delegate responsibilities of this Article to a duly authorized City employee according to Section 24.06.001 (C) of this Article.
17. End-of-Pipe: sample collection point at which all wastewaters from a designated facility enter the POTW. This may include regulated and unregulated wastestreams.
18. End-of-Process: sample collection point at which only wastewater regulated by a specific Categorical Pretreatment Standard is present.
19. Environmental Protection Agency (EPA): The U.S. Environmental Protection Agency or other Duly Authorized Official of said agency.

20. Existing Source: discharge source whose construction or operation commenced prior to the publication by EPA of proposed Categorical Pretreatment Standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.
21. Grab Sample: a sample taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
22. Indirect Discharge: the introduction of pollutants into the POTW from any nondomestic source(s) regulated under Section 307(b), (c), or (d) of the Act, as amended.
23. Industrial User (IU) or User: a non-residential source of Indirect Discharge.
24. Instantaneous Limit: maximum or minimum pollutant concentration or characteristic level (i.e., temperature, pH, etc.) allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the flow rate and duration of the sampling event.
25. Interference: a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and therefore, is a cause of a violation of the TPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued there under, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
26. Local Limits: discharge limits developed by the City and applicable to industrial or commercial facilities to implement the General and Specific Prohibitions listed in Section 24.06.003 of this Article.
27. Monthly Average Limit: discharge limit applicable to the average of all analytical results, for the same parameter, at a designated sample location, during a calendar month, and using approved methods for both sampling and analysis.
28. Narrative Standard: Any narrative defined condition of compliance related to wastewater discharge permits as opposed to numerical standards, limits, and criteria.

29. New Source:

a. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

iii. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

b. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraph (a)(i) or (iii) above but otherwise alters, replaces, or adds to existing process or production equipment.

c. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

i. Begun, or caused to begin, as part of a continuous on-site construction program:

1) any placement, assembly, or installation of facilities or equipment; or

2) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or

ii. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its

operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

30. Noncontact Cooling Water: water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
31. Pass-Through: a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City of Hutto's TPDES permits, including an increase in the magnitude or duration of a violation.
32. Person: any individual (natural or artificial), including any corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or other legal entity.
33. pH: the logarithm (base ten) of the reciprocal of the hydrogen-ion concentration of a solution. It shall be determined by one of the procedures outlined in "standard methods".
34. Pollutant: dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
35. Pretreatment or Treatment: the reduction in amount or concentration of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
36. Pretreatment Requirements: any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.
37. Pretreatment Standards, National Pretreatment Standards, or Standard: any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial

Users (i.e., Prohibitive Discharge Standards, Categorical Pretreatment Standards, and Local Limits). This term includes Prohibitive Discharge Limits established pursuant to 40 CFR 403.5.

38. Process Wastewater: any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by product, or waste product.

39. Publicly Owned Treatment Works or POTW: "treatment works," as defined by section 212 of the Act (33 U.S.C. *1292). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

40. Shall: the word "shall" will be interpreted as mandatory; "may" is permissive or discretionary.

41. Significant Industrial User (SIU):
    a. An Industrial User subject to Categorical Pretreatment Standards; or
    b. An Industrial User that:
        i. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blow down wastewater);
        ii. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
        iii. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
    c. Upon a finding that a User meeting the criteria in subsection (b), has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the City may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

42. Significant Non-Compliance (SNC): a compliance status assigned to Industrial Users which meet any of the following:
    a. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all the measurements

taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits;

b. Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

c. Any other violation of a Pretreatment Standard or Requirement (Daily Maximum, long-term average, Instantaneous Limit, or Narrative Standard) that the City determines has caused, alone or in combination with other discharges, Interference or Pass-Through, including endangering the health of POTW personnel or the general public;

d. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;

e. Failure to meet, within ninety (90) days of the scheduled date, a Compliance Schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

f. Failure to provide within forty-five (45) days after the due date, any required reports, including BMRs, reports on compliance with Categorical Pretreatment Standard deadlines, reports on compliance with Compliance Schedule, and periodic self-monitoring reports;

g. Failure to accurately report non-compliance; or

h. Any other violation(s), which may include a violation of BMPs, which the City determines will adversely affect the operation or implementation of the local Pretreatment Program.

43. Slug Discharge or Slug Load: any discharge at a flow rate or concentration which could cause a violation of the Prohibited Discharge Standards in Section 24.06.003 (A) & (B) of this Article. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass-Through, or in any other way violate the POTW's regulations, Local Limits or permit conditions.

44. Technically Based Local Limits (TBLLs): specific numeric pollutant limits developed by the City for a POTW and applicable to industrial or commercial facilities to quantitatively determine compliance with General and Specific Prohibitions listed in 24.06.003 (A) & (B) of this Article.
45. WWTP / Wastewater Treatment Plant / Treatment Plant: the portion of the POTW which is designed to provide treatment of municipal sewage.

Section 24.06.003 Pretreatment Standards

A. General Prohibitions

No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass-Through or Interference. These General Prohibitions apply to all Users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements.

B. Specific Prohibitions

1. Except as hereinafter provided, no User shall introduce or cause to be introduced into the sewerage system of the City, directly or indirectly, any of the following pollutants, substances, or wastewater:
    a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using test methods specified in 40 CFR 261.21;
    b. Wastewater having a pH of less than 5.5 or more than 10.0 or otherwise causing corrosive material damage to the POTW, personnel, or equipment;
    c. Solid or viscous substances in amounts which will cause obstruction resulting in Interference to the flow in the POTW or Interference with the proper operation of the sewage works,
    d. Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW or Pass-Through at the WWTP;
    e. Wastewater having a temperature which causes the temperature at the introduction of the treatment plant to exceed 40ºC (104ºF), or which will inhibit biological activity in the treatment plant resulting in Interference, or in such excess that could cause harm to POTW personnel or equipment;

f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass-Through;

g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

h. Trucked or hauled pollutants, unless specifically authorized by the City;

i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer for maintenance or repair;

j. Wastewater which imparts color which cannot be removed by the treatment process, which consequently imparts color to the treatment plant's effluent, thereby violating the City's TPDES permit;

k. Wastewater containing any radioactive waste or isotopes except in compliance with applicable local, state and federal regulations, and as authorized by the City;

l. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the City;

m. Sludges, screenings, or other residues from the pretreatment of industrial waste;

n. Medical waste, except as specifically authorized by the City in a wastewater discharge permit;

o. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

p. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

q. Any water or wastes which contain wax, grease, oil, plastic, or other substance that will solidify or become discernably viscous at temperatures between 32ºF and 150 ºF (0ºC and 66ºC);

r. Hazardous wastes that are prohibited by regulatory agencies shall not be discharged to the sewer system.

2. Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

C. National Categorical Standards

Users must comply with the Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471.

1. Concentration and Mass Limits:
    a. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City may impose equivalent concentration or mass limits in accordance with the requirements of this Section.
    b. When the limits in a Categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the City may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
    c. To be eligible for equivalent mass limits, the Industrial User must meet the requirements set forth in 40 CFR 403.6 (c)(5)(i).
    d. An Industrial User subject to equivalent mass limits must meet the requirements set forth in 40 CFR 403.6 (c)(5)(ii).
    e. A Control Authority which chooses to convert limits in terms of either the mass or the concentration of a pollutant in wastewater must meet the requirements set forth in 40 CFR 403.6 (c).
    f. The City may not express limits in terms of mass for pollutants such as pH, temperature, radiation, or other pollutants which cannot appropriately be expressed as mass.
2. Combined Wastestreams:
    When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the City shall impose an alternate limit in accordance with 40 CFR 403.6(e) or require the segregation of Categorical and non-categorical wastestreams.
3. Net/Gross:
    A CIU may obtain a net/gross adjustment to Categorical Pretreatment Standards in accordance with 40 CFR 403.15.

D. State Pretreatment Standards [RESERVED]

E. Local Limits

1. The Director is authorized to establish Local Limits pursuant to 40 CFR 403.5(c).

2. The following pollutant limits are established to protect against Pass-Through and Interference. No person shall discharge wastewater containing in excess of the following Daily Maximum Limits.

[RESERVED for HUC]			

[RESERVED for HUS]			

a. The above limits apply at End-of-Pipe unless otherwise designated by the Director.

b. All concentrations for metallic substances are for total metal unless indicated otherwise.

c. The Director may impose mass limitations in addition to the concentration-based limitations above.

3. Best Management Practices (BMPs):

The City may develop BMPs, by ordinance or in wastewater discharge permits, to implement Local Limits and the Prohibited Discharge Standards set forth in Sections 24.06.003 (A) & (B). Such BMPs developed by the City shall be considered Local Limits and Pretreatment Standards.

F. Right of Revision

The City reserves the right to establish, by ordinance, or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this Article.

G. Prohibition Against Dilution as Treatment

No User shall ever increase the use of process water, or in any way attempt to dilute discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The City may impose mass limitations on

Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 24.06.004 Control Discharges to the POTW

A. Relevance – This Section applies to:

1. Significant Industrial Users;
2. Categorical Industrial Users;
3. Businesses or industries with a manufacturing process;
4. Any other business, individual, or entity connected to the sanitary sewer, which, in the opinion of the Director, may require a permit.

B. Survey Requirements

1. All Industrial Users must submit an Industrial User Survey for the purpose of determining User status as to the applicability of this Article.
2. When requested by the City, a User must submit information on the nature and characteristics of its wastewater within (60) calendar days of the request.
3. The City is authorized to prepare forms for this purpose and may periodically require Users to update this information.

C. Permit Applicability

1. Wastewater Discharge Permit Requirement:
   a. No SIU shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit except as an Existing Connection meeting the conditions of Section (C)(2) below.
   b. The City may require other Users to obtain a discharge permit, as necessary to carry out the purpose of this Article. This requirement is applicable to all SIUs, including Existing Users and New Users.
   c. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this ordinance and subjects the permittee to the sanctions set out in Section 24.06.007 of this ordinance. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements.
2. Existing Connections:

   Any User required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this Article and who wishes to continue such discharges in the future, shall, within 90 calendar days after said date, apply to the City for a discharge permit.

3. New Connections:

Any User required to obtain a wastewater discharge permit who proposes to begin or re-commence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 24.06.004 (G) of this Article, must be filed at least 90 calendar days prior to the date upon which any discharge will begin or re-commence.

D. Permit Applications

1. All Users required to obtain a wastewater discharge permit must submit a permit application. The City may require all Users to submit some or all of the following information as part of a permit application:
   a. Identifying Information:
      i. The name and address of the facility, including the name of the operator, owner, and facility contact person; and
      ii. Contact information, description of activities, facilities, and plant production processes on the premises;
   b. Environmental Permits:
      A list of any environmental control permits held by or for the facility.
   c. Description of Operations:
      i. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
      ii. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW.
      iii. Number and type of employees, hours of operation, and proposed or actual hours of operation.
      iv. Type and amount of raw materials processed (average and maximum per day).
      v. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
   d. Time and duration of discharges:
   e. The location for monitoring all wastes covered by the permit, if applicable.

f. Flow measurement:
Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set forth in 40 CFR 403.6(e).

g. Measurement of pollutants:
i. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
ii. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by Control Authority, of regulated pollutants in the discharge from each regulated process.
iii. Instantaneous, Daily Maximum, and long-term average concentrations (or mass, where required) shall be reported.
iv. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 24.06.006 (A) of the Ordinance codified in this Chapter. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the City or the applicable Standards to determine compliance with the Standard.
v. Sampling must be performed in accordance with procedures set forth in subsection Section 24.06.006 (A) of this Article.

h. Any other information deemed necessary by the City to evaluate the permit application.

2. Application Signatories and Certification:
a. All wastewater discharge permit applications and User reports must be signed by an Authorized Representative of the User and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I

am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

b. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.

E. Duty to Re-Apply

1. A User with an expiring wastewater discharge permit shall apply for reissuance by submitting a complete permit application at least ninety (90) calendar days prior to the expiration date of the existing permit.
2. If there has been a change in an Industrial User's contribution to the system, the IU shall re-apply for a permit to cover those changes at least ninety (90) calendar days prior to commencement of discharge under new/changed conditions.

F. Permit Application Decision

1. The City will evaluate the permit application submitted by the User and may require additional information.
2. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.
3. Within ninety (90) calendar days of receipt of a complete permit application, the Director will issue a permitting decision.
4. The City has the right to deny or condition a permit for any application.

G. Wastewater Discharge permit

1. <u>Permit Duration:</u>

   A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period of less than five (5) years, at the discretion of the Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

2. Permit Contents:

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent Pass-Through or Interference, protect the quality of the water body receiving the WWTP's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

a. Wastewater discharge permits must contain:
    i. A statement of issue, effective, and expiration dates;
    ii. A statement of permit non-transferability except in accordance with Section 24.06.004 (G)(5);
    iii. Effluent limits, including BMPs, based on applicable Pretreatment Standards;
    iv. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include identification of BMPs, pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;
    v. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable Compliance Schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law; and
    vi. Requirements to control slug discharge, if determined to be necessary according to Section 24.06.006 (B)(2) of this Article.

b. Wastewater discharge permits may contain, but need not be limited to, the following conditions:
    i. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
    ii. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
    iii. Requirements for the development and implementation of spill control plans or other special conditions, including BMPs, as necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

iv. Development and implementation of waste minimization plans to reduce the amount or concentration of pollutants discharged to the POTW;

v. The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

vi. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

vii. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the wastewater discharge permit; or

viii. Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance, and state and federal laws, rules, and regulations.

3. Permit Reissuance:

A User with an expiring wastewater discharge permit shall apply for reissuance according to Section 24.06.004 (E) of this Article.

4. Permit Modification:

The City may modify a wastewater discharge permit for good cause, including, but not limited to:

a. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

b. To address significant changes to the User's operation, processes, or wastewater volume or characteristics since the time of the wastewater discharge permit issuance;

c. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

d. Information indicating that the permitted discharge poses a threat to the POTW, personnel, or the receiving waters;

e. Violation of any terms or conditions of the wastewater discharge permit;

f. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

g. Revision or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;

h. To correct typographical or other errors in the wastewater discharge permit; or

i. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 24.06.004 (G)(5).

5. Permit Transferability:

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) calendar days advance notice to the City and the Director approves the wastewater discharge permit transfer.

a. The notice to the City must include a written certification by the new owner or operator which:

i. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

ii. Identifies the specific date on which the transfer is to occur; and

iii. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

b. Upon approval by the Director of the permit transfer, a copy of the new permit will be provided to the new owner(s).

c. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

6. Permit Revocation:

a. The City may revoke a wastewater permit for good cause, including but not limited to, the following reasons:

i. Failure to notify the City of significant changes to the wastewater prior to the change in discharge;

ii. Failure to provide prior notification to the City of changed conditions pursuant to this Article;

iii. Misrepresentation or failure to fully disclose all relevant acts in the wastewater discharge permit application;

iv. Falsifying self-monitoring reports and Certification Statements;

v. Tampering with monitoring equipment;

vi. Refusing to allow the City timely access to the facility premises and records;

vii. Failure to meet effluent limitations;

viii. Failure to pay fines;

ix. Failure to pay sewer charges;

x. Failure to meet Compliance Schedules;

xi. Failure to complete a wastewater survey or wastewater discharge permit application;

xii. Failure to provide advance notice of transfer of business ownership of a permitted facility; or

xiii. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this Article.

b. All wastewater discharge permits issued to a User are void upon the issuance of a new wastewater discharge permit to that User.

c. Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership.

H. Pretreatment Facilities and Measures

1. Users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, and the Prohibitions set out in section Sections 24.06.003 (A) & (B) of this Article within the time limitations specified by EPA, the state, or the City, whichever is more stringent. Any facilities or equipment necessary for compliance shall be provided, operated, and maintained at the User's expense.

2. Detailed plans describing such facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this Article.

3. Whenever deemed necessary, the City may require a User to restrict its discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.

I. Hauled Wastewater [RESERVED]

Section 24.06.005 User Reports & Plans

A. Reports

1. Baseline Monitoring Report (BMR):

a. Within either one hundred eighty (180) calendar days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, Existing Categorical Users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed below. At least ninety (90) calendar days prior to commencement of their discharge, New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, shall submit to the City a report which contains the information listed below. A New Source shall report the method of pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

b. Users described above shall submit the information set forth below:
   i. All information required in Section 24.06.004 (D)(1)(a-f).
   ii. Measurement of pollutants:
      1) The User shall provide the information required in Section 24.01.004 (D)(1)(g).
      2) The User shall take a minimum of one representative sample of daily operations to compile that data necessary to comply with the requirements of this paragraph.
      3) Samples should be taken immediately downstream from pretreatment facilities, if such exist, or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the City.
      4) Sampling and analysis shall be performed in accordance with Section 24.06.006 (A).

5) The Director may allow the submission of a BMR which utilizes only historical data so long as the data provides sufficient information to determine the need for pretreatment measures.

6) The BMR shall indicate the time, date, and place of sampling and methods of analysis and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

c. Compliance Certification:

A statement, reviewed by the User's Authorized Representative and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment are required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule:

If additional operation and maintenance and/or pretreatment facilities are necessary to meet applicable Pretreatment Standards, the shortest schedule by which the CIU can achieve compliance with those standards must be submitted to the City. Additional information about the requirements for Compliance Schedules is provided in Section 24.06.005 (A)(2). The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

e. Signature and Report Certification:

All BMRs must be certified in accordance with Section 24.06.005 (C)(1) of this Article and signed by an Authorized Representative as defined in Section 24.06.002 (B)(4).

2. Compliance Schedule Progress Reports:

a. The following conditions shall apply to the Compliance Schedule required by SECTION 24.06.005 (A)(1)(d) of this Article:

i. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing

and completing construction, and beginning and conducting routine operation);

ii. The User shall submit a progress report to the City no later than fourteen (14) calendar days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

iii. In no event shall more than nine (9) months elapse between increments or progress reports to the Director.

3. 90-Day Report on Compliance with Categorical Pretreatment Standards:
Within ninety (90) calendar days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the City a report containing the information described in Section 24.06.005 (A)(1)(b)(ii) & 24.06.004 (D)(1)(f) & (g) of this Article. For Users subject to equivalent mass or concentration limits established in accordance with 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 24.06.005 (C)(1) of this Article. All sampling shall be performed in accordance with Section 24.06.006 (A).

4. Periodic Compliance Report (PCR):

a. All SIUs shall, at a frequency determined by the City but in no case less than twice per year (in June and December or dates specified by the City), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period.

b. In cases where the Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the City or the Pretreatment Standard necessary to determine the compliance status of the User.

c. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are not representative of its discharge.

d. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Director, using the procedures prescribed in Section 24.06.006 (A)(2) of this Article, the results of this monitoring shall be included in the report.

e. Sampling and analysis for this Section must be conducted in accordance with Section 24.06.006 (A).

f. All PCRs must be signed and certified in accordance with Section 24.06.005 (C)(1) of this Article.

5. Reports of Potential Problems:

a. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, which may cause potential problems for the POTW, the User shall immediately telephone and notify the Public Works Department of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

b. Within five (5) business days following such discharge, the User shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

c. A notice shall be permanently posted in a prominent place advising employees who to call in the event of a discharge described in paragraph (a) above. Employers shall ensure that all employees who may potentially cause such a discharge to occur are advised of the emergency notification procedure.

d. SIUs are required to notify the City immediately of any changes at its facility affecting the potential for a slug discharge.

6. Reports of Change in Conditions:

Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) calendar days before the change.

a. The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 24.06.004 (D) of this Article.

b. The City may issue a wastewater discharge permit under Section 24.06.004 (G)(4) in response to changed conditions or anticipated changed conditions.

c. The Director may require the User to delay changes, as necessary to carry out the purpose of this Article.

7. Reporting of Violation(s):

a. If sampling performed by a User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation.

b. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) calendar days after becoming aware of the violation. Resampling by the User is not required if:

i. The City performs sampling at the User's facility at least once a month,

ii. The City performs sampling at the User's facility between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling.

iii. The City performs sampling and analysis in lieu of the User.

c. If the City performed the sampling and analysis in lieu of the User, the City will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat sampling and analysis.

8. Reports from Unpermitted Users:

All Users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

B. Plans

1. Accidental Discharge / Slug Control Plan:
    a. The City shall evaluate whether each SIU requires an accidental discharge/slug control plan in accordance with Section 24.06.006 (B)(2).
    b. Users discharging nondomestic wastewater into the POTW shall provide protection from the accidental discharge of prohibited wastes. The Director may require any User to develop, submit for approval, and implement, an accidental discharge or slug control plan. Alternatively, the Director may develop such a plan for any User. Each plan shall include the following as a minimum:
        i. Description of discharge practices, including nonroutine batch discharges;
        ii. Description of stored chemicals;
        iii. Procedures for immediately notifying the Director of any accidental or slug discharge, as required by this Article;
        iv. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, measures and equipment for emergency response.
2. Other environmental plans (P2, SWPPP, SPCC, Waste Minimization, etc.) may satisfy the requirements of this Section and may be submitted equivalently if approved by the Director.

C. Other Reporting Requirements

1. Certification Statements:

    All applications and reports submitted to the City in accordance with this Article must be signed by an Authorized Representative and certified with the following:

    "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and

belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. Reporting of All Monitoring Data:
   If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Director, using approved test procedures in Section 24.06.006 (A), the results of this monitoring shall be included in the report.

3. Recordkeeping:
   a. Users subject to the reporting requirements of this Article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Article, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with BMPs in accordance with Section 24.06.003 (E)(3). Records shall include:
      i. Date, exact place, method, and time of sampling, and the name of the person(s) taking the samples;
      ii. Dates analyses were performed;
      iii. Who performed the analyses;
      iv. Analytical techniques or methods used; and
      v. Results of such analyses.
   b. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the City.

4. Date of Receipt of Reports:
   Written reports will be deemed to have been submitted on the postmarked date. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.
5. Electronic Reporting of Signed Documents:
   [RESERVED]

Section 24.06.006 Sampling & Inspection

A. Sampling and Test Procedures

1. Analytical Requirements:

   a. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge report or permit application shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard.

   b. If 40 CFR Part 136 does not contain sampling details, or analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the City or other parties approved by EPA.

2. Sample Collection:

   Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

   a. Except as indicated in section (b) and (c) below, the User must collect wastewater samples using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. The User must demonstrate in writing that the time-proportional or grab samples are representative of the discharge before the City may allow the User to submit such samples. The City must document in the User's file the decision to allow alternative sampling or site-specific circumstances. Using protocols specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the

City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

b. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

c. For sampling required in support of BMRs and 90-day Compliance Reports required in Section 24.06.005 (A) [40 CFR 403.12 (b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data is available, the City may authorize a lower minimum. For the reports required by Section 24.06.005 (A) [40 CFR 403.12(e) and 403.12(h)] the User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

d. Unique discharge conditions, not otherwise detailed, may require alternative collection to obtain representative samples. Alternative collection may be required by the City or may be requested by the User with proper documentation and approval.

B. Control Authority Inspection, Monitoring and Recordkeeping:

1. Right of Entry: Inspection and Sampling:

a. The City, its Representative(s), federal, or state officials, shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Article and any wastewater discharge permit or order issued hereunder.

i. Users shall allow the City, its Representative(s), federal, or state officials, ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. The City shall conduct compliance inspections of permitted Users at a minimum frequency of once per year.

ii. Where a User has security measures requiring proper identification and clearance prior to entry, the User shall make necessary arrangements so that, upon presentation of identification, the Director will be permitted to enter without delay.

iii. The City, its Representative(s), federal, or state officials, shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

iv. The Director may require the User to install monitoring equipment, as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated per manufacturer specifications.

v. Any obstruction of safe and easy access to the facility shall be promptly removed by the User at the request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the User.

b. Administrative Search Warrant:

If the City has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this Article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Director or his designee may seek issuance of an Administrative Search Warrant from the appropriate Municipal, County or District Court.

2. Slug Discharge Evaluation:

The City shall evaluate each SIU for the potential to discharge slug loads at any time deemed appropriate, but at minimum within one year of SIU permitting.

a. The results of such activities shall be kept in City records and shall be available to the Approval Authority upon request.

b. The City may require the permittee to develop, submit for approval, and implement a slug discharge control plan in accordance with Section 24.06.005 (B).

3. Record Keeping:

The City shall maintain records of all information resulting from any activities required by 40 CFR Part 403 or this Article, including documentation

associated with BMPs. Records shall be kept by the City for a minimum of three (3) years.

Section 24.06.007 Enforcement & Affirmative Defense

All enforcement actions shall follow the City's approved Enforcement Response Plan (ERP) and the Enforcement Response Guide (ERG). This plan contains detailed procedures indicating how the City will investigate and respond to instances of User non-compliance.

A. Administrative Orders

1. Notice of Violation (NOV):

   When the City finds that a User has violated, or continues to violate, any provision of this Article, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that User a written Notice of Violation (NOV). Within fourteen (14) calendar days of receipt of the NOV, the User shall submit to the Director, an explanation of the violation and any corrective actions planned or taken to prevent recurrence Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

2. Consent Order:

   The City may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for non-compliance. Such documents shall include specific action to be taken by the User to correct the non-compliance within a time period specified by the document. Such documents shall have the same force and effect as other Administrative Orders and shall be judicially enforceable.

3. Show Cause Hearing:

   The City may order a User that has violated, or continues to violate, any provision of this Article, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested)

at least seven (7) business days prior to the hearing. Such notice may be served on any Authorized Representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

4. Compliance Orders:

When the Director finds that a User has violated, or continues to violate, any provision of this Article, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the User responsible for the violation directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance Orders also may contain other requirements to address the non-compliance, including additional self-monitoring and BMPs designed to minimize the amount or concentration of pollutants discharged to the sewer. A Compliance Order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a Compliance Order relieve the User of liability for any violation, including any continuing violation. Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

5. Cease and Desist Orders:

When the Director finds that a User has violated, or continues to violate, any provision of this Article, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:

a. Immediately comply with all requirements; and
b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

6. Administrative Fines and Penalties:

a. When City finds that a User has violated, or continues to violate, any provision of this Article, a wastewater discharge permit, or order issued

hereunder, or any other Pretreatment Standard or Requirement, City may fine such User in an amount not to exceed $2,000.00. Such Administrative Fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, Administrative Fines shall be assessed for each day during the period of violation.

b. Unpaid charges, fines, and penalties shall, after 90 calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance. A lien against the User's property shall be sought for unpaid charges, fines, and penalties.

c. Users desiring to dispute such Administrative Fines must file a written request for City to reconsider the fine along with full payment of the fine amount within 30 calendar days of being notified of the fine. City shall convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

d. Issuance of an Administrative Fine shall not be a bar against, or a prerequisite for, taking any other action against the User, including but not limited to filing a Civil Action in the Municipal Court of Record No. 2 pursuant to Hutto City Code Section 1.05.091

7. Emergency Suspensions:

The Director may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or, which presents, or may present, an endangerment to the environment.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals.

The Director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings of this Article are initiated against the User.

b. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any recurrence, to the Director prior to the date of any show cause or termination hearing of this Article.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

8. Termination of Discharge:

In addition to the provisions in Section 24.01.004 (G)(6) of this Article, any User who violates the following conditions is subject to discharge termination:

a. Violation of wastewater discharge permit conditions;
b. Failure to accurately report the wastewater constituents and characteristics of its discharge;
c. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
d. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
e. Violation of the Pretreatment Standards in Section 24.06.003 of this Article.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under this Section why the proposed action should not be taken. Exercise of this option by Director shall not be a bar to, or a prerequisite for, taking any other action against the User.

B. Judicial Enforcement Remedies

1. Injunctive Relief:

When the Director finds that a User has violated, or continues to violate, any provision of this Article, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may file a Civil Action in the Municipal Court of Record No. 2 pursuant to Hutto City Code Section 1.05.091 or petition the district court through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this

Article on activities of the User. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

2. Civil Penalties:
   a. A User who has violated, or continues to violate, any provision of this Article, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of $2000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall be accrued for each day during the period of the violation.
   b. The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
   c. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
   d. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.
3. Criminal Prosecution:
   a. A User who recklessly or with criminal negligence violates any provision of this Article, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than $2000 per violation, per day,
   b. A User who recklessly or with criminal negligence introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of not more than $2000, per violation, per day. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
   c. A User who recklessly or with criminal negligence makes any false statements, representations, or certifications in any application,

record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Article, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine of not more than $2000 per violation, per day,

d. In the event of a second conviction, a User shall be punished by a fine of not more than $2000 per violation, per day.

4. Remedies Non-Exclusive:

The remedies provided for in this Article are not exclusive. The City may take any, all, or any combination of these actions against a non-compliant User. Enforcement of pretreatment violations will generally be in accordance with the City's ERP. However, the City may take other action against any User when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any non-compliant User.

C. Publication of Users in Significant Non-Compliance (SNC)

1. Publication of Users in Significant Non-Compliance:

The City shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Users which, at any time during the previous twelve (12) months, were in SNC with applicable Pretreatment Standards or Requirements. The term Significant Non-Compliance shall be applicable to all SIUs (or any other Industrial User that violates paragraphs (c), (d) or (h) of this Section) and shall mean:

a. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits, as defined by this Article;

b. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by this Article multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);

c. Any other violation of a Pretreatment Standard or Requirement as defined by this Article (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the City determines has caused, alone or in combination with other discharges, Interference or Pass-Through (including endangering the health of POTW personnel or the general public);

d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

e. Failure to meet within 90 calendar days after the scheduled due date, a Compliance Schedule milestone contained in a wastewater permit or enforcement order for starting construction, completing construction, or attaining final compliance;

f. Failure to provide, within 45 calendar days after the due date, required reports such as BMRs, 90-day Report on Compliance, periodic self-monitoring reports, and reports on compliance with Compliance Schedules;

g. Failure to accurately report non-compliance;

h. Any other violation or group of violations, which may include a violation of BMPs, which the Director determines will adversely affect the operation or implementation of the local Pretreatment Program.

D. Affirmative Defenses

1. Prohibited Discharge Standard Affirmative Defense:

A User shall have an affirmative defense to an enforcement action brought against it for non-compliance with the General Prohibitions Section 24.06.003 (A) or Specific Prohibitions in Section 24.01.003 (B)(1)(c-g) and (i-r) of this Article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass-Through or Interference and that either:

a. A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass-Through or Interference; or

b. No Local Limit exists, but the discharge did not change substantially in nature or constituents from the User’s prior discharge when the City was regularly in compliance with its TPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

2. Act of God Affirmative Defense:

The Act of God defense constitutes a statutory affirmative defense [Texas Water Code Section 7.251] in an action brought in municipal or state court.

a. An Industrial User who wishes to establish the Act of God affirmative defense shall demonstrate, through relevant evidence that:

i. An event that would otherwise be a violation of a pretreatment ordinance or a permit issued under the ordinance occurred, and the sole cause of the event was an act of God, war, strike, riot or other catastrophe; and

ii. The User has submitted the following information to the POTW and the City within 24 hours of becoming aware of the event that would otherwise be a violation of a pretreatment ordinance, or a permit issued under the ordinance (if this information is provided orally, a written submission must be provided within five (5) business days):

1) A description of the event, and the nature and cause of the event;

2) The duration of the event, including exact dates and times or, if ongoing, the anticipated time the event is expected to continue; and

3) Steps being taken or planned to reduce, eliminate, and prevent recurrence of the event.

3. Burden of proof:

In any enforcement proceeding, the User seeking to establish an affirmative defense shall have the burden of proving such instance, by a preponderance of evidence.

E. Bypass Provision

1. Definitions:

a. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility; and

b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

2. A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated but only for essential maintenance to ensure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.
3. Notification of Bypass:
    a. If a User knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) business days before the date of the bypass, if possible.
    b. A User shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) business days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
4. Bypass is prohibited, and the Director may take an enforcement action against a User for a bypass, unless:
    a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
    b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
    c. The User submitted notices as required under paragraph (3) of this section.

The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three (3) conditions listed in paragraph (4) of this section.

Section 24.06.008 Confidentiality

A. Confidentiality / Access to Data

1. Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the City's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the City, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law.
2. Any such request must be asserted at the time of submission of the information or data.
3. When requested and demonstrated by the User by furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the TPDES program or Pretreatment Program, and in enforcement proceedings involving the Person furnishing the report.
4. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Section 24.06.009 ETJ Users of the POTW

A. Extra-Territorial Jurisdiction (ETJ) Provisions

1. If another municipality, or User located within another municipality, contributes wastewater to the POTW, the City shall enter into an intermunicipal agreement with the contributing municipality.
2. Prior to entering into an agreement required by Subsection (A)(1), above, the City shall request the following information from the contributing municipality:
    a. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
    b. An inventory of all Users located within the contributing municipality that discharge to the POTW; and
    c. Such other information as the City may deem necessary.
3. Any ETJ User which contributes to Hutto's POTW(s) shall comply with all the Standards in this Article, including all permitting, compliance monitoring, reporting, Local Limits, and enforcement provisions herein.

B. Intermunicipal Agreement Requirements

An intermunicipal agreement, as required by paragraph (A), above, shall contain the following conditions:

1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits, including required BMRs which are at least as stringent as those set out in Section 24.06.003 (E) of this Article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's Ordinance or Local Limits;
2. A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
3. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Director; and which of these activities will be conducted jointly by the contributing municipality and the Director;
4. A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality obtains as part of its pretreatment activities;
5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
6. Requirements for monitoring the contributing municipality's discharge;
7. A provision ensuring the Director's access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and
8. A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

24.06.010 Effective and Adopted Date

[RESERVED]

[END]

ARTICLE 24.06
INDUSTRIAL WASTE

§ 24.06.001. Definitions.

As used in this article:

Approving authority. The city administrator or his duly authorized representative.

BOD (biochemical oxygen demand). The quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees centigrade.

Building sewer. The extension from the building drain to the public sewer or other place of disposal (also called the house lateral and house connection).

City. The city or any authorized person acting in its behalf.

COD (chemical oxygen demand). A measure of the oxygen-consuming capacity of inorganic and organic matter present in the water or wastewater, expressed in mg/l, as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

Control manhole. A manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

Control point. A point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

Garbage. Animal and vegetable wastes and residue from the preparation, cooking and dispensing of food, and from the handling, processing, storage and sale of food products and produce.

Industrial waste. Waste resulting from any process of industry, manufacturing, trade, or business [or] from the development of any natural resource, or any mixture of the waste with water or normal wastewater, or distinct from normal wastewater.

Industrial waste charge. The charge made on those persons who discharge industrial wastes into the city's sewer system.

Milligrams per liter (mg/l). The same as parts per million, and is a weight-to-volume ratio; the milligram-per-liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

Natural outlet. Any outlet into a watercourse, ditch, lake, or other body of surface water or groundwater.

Normal domestic wastewater. Wastewater excluding industrial wastewater discharged by a person into sanitary sewers and in which the average concentration of total suspended solids is not more than 220 mg/l and BOD is not more than 220 mg/l.

Overload. The imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

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Person. Any individual, and includes any corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or other legal entity.

pH. The logarithm (base 10) of the reciprocal of the hydrogen ion concentration.

Public sewer. A pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

Sanitary sewer. A public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which stormwater, surface water, groundwater, and other unpolluted wastes are not intentionally passed.

Slug. Any discharge of water, wastewater or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation.

Standard Methods. The examination and analytical procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved, and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

Storm sewer. A public sewer which carries stormwaters and surface waters and drainage, and into which domestic wastewater or industrial wastes are not intentionally passed.

Stormwater. Rainfall or any other forms of precipitation.

Superintendent. The water and wastewater superintendent of the city or his duly authorized deputy, agent or representative.

Suspended solids (SS). Solids measured in mg/l that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are largely removable by a laboratory filtration device.

To discharge. Includes to deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit, or suffer any of these acts or omissions.

Trap. A device designed to skim, settle, or otherwise remove grease, oil, sand, flammable wastes or other harmful substances.

Unpolluted wastewater. Water containing:

(1) No free or emulsified grease or oil;

(2) No acid or alkalis;

(3) No phenols or other substances producing taste or odor in receiving water;

(4) No toxic or poisonous substances in suspension, colloidal state, or solution;

(5) No noxious or otherwise obnoxious or odorous gases;

(6) Not more than an insignificant amount in mg/l each of suspended solids and BOD, as determined by the state commission on environmental quality; and

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(7) Color not exceeding fifty (50) units as measured by the platinum-cobalt method of determination as specified in Standard Methods.

Waste. Rejected, unutilized or superfluous substances in liquid, gaseous, or solid form resulting from domestic, agricultural, or industrial activities.

Wastewater. A combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with any groundwater, surface water, and stormwater that may be present.

Wastewater facilities. Includes all facilities for collection, pumping, treating, and disposing of wastewater and industrial wastes.

Wastewater service charge. The charge on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

Wastewater treatment plant. Any city-owned facilities, devices, and structures used for receiving, processing and treating wastewater, industrial waste, and sludges from the sanitary sewers.

Watercourse. A natural or manmade channel in which a flow of water occurs, either continuously or intermittently.
(2007 Code, sec. 13.03.001)

§ 24.06.002. Prohibited discharges.

(a) No person may discharge to public sewers any waste which by itself or by interaction with other wastes may:

(1) Injure or interfere with wastewater treatment processes or facilities;

(2) Constitute a hazard to humans or animals; or

(3) Create a hazard in receiving waters of the wastewater treatment plant effluent.

(b) All discharge shall conform to requirements of this article.
(2007 Code, sec. 13.03.002)

§ 24.06.003. Chemical discharges.

(a) No discharge to public sewers may contain:

(1) Cyanide greater than 1.0 mg/l;

(2) Fluoride in concentrations greater than 10 mg/l;

(3) Chlorides in concentrations greater than 250 mg/l;

(4) Gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas; or

(5) Substances causing an excessive chemical oxygen demand (COD).

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(b) No waste or wastewater discharged to public waters may contain:

(1) Strong acid, iron pickling wastes, or concentrated plating solutions, whether neutralized or not;

(2) Fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit (0 and 65 degrees centigrade);

(3) Objectionable or toxic substances exerting an excessive chlorine requirement to such degree that any such material received in the composite wastewater treatment works exceeds the limits established by the approving authority for such materials; or

(4) Obnoxious, toxic or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of section 24.06.002(a).

(c) No waste, wastewater, or other substance may be discharged into public sewers which has a pH lower than 5.5 or higher than 9.5, or any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel at the wastewater facilities.

(d) All waste, wastewater, or other substance containing phenols, hydrogen sulfide, or other taste- and odor-producing substances shall conform to concentration limits established by the approving authority. After treatment of the composite wastewater, concentration limits may not exceed the requirements established by state, federal, or other agencies with jurisdiction over discharges to receiving waters.

(2007 Code, sec. 13.03.003; Ordinance O-2023-044 adopted 7/20/2023)

§ 24.06.004. Hazardous metals and toxic materials.

(a) No discharges may contain concentrations of hazardous metals other than amounts specified in subsection (b) of this section.

(b) The allowable concentrations of hazardous metals, in terms of milligrams per liter (mg/l), for discharge to inland waters and determined on the basis of individual sampling in accordance with Standard Methods are:

	Not To Exceed		
Metal	Average	Daily Composite	Grab Sample
(1) Arsenic	0.1	0.2	0.3
(2) Barium	1.0	2.0	4.0
(3) Cadmium	0.05	0.1	0.2
(4) Chromium	0.5	1.0	5.0
(5) Copper	0.5	1.0	2.0

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Not To Exceed			
Metal	Average	Daily Composite	Grab Sample
(6) Lead	0.5	1.0	1.5
(7) Manganese	1.0	2.0	3.0
(8) Mercury	0.005	0.005	0.01
(9) Nickel	1.0	2.0	3.0
(10) Selenium	0.05	0.1	0.2
(11) Silver	0.05	0.1	0.2
(12) Zinc	1.0	2.0	6.0

(Note: These concentration parameters and rules governing same are promulgated under authority of sections 26.176 and 26.177, Texas Water Code (hazardous metals), and in accordance with the state commission on environmental quality rules.)

(c) No other hazardous metals or toxic materials may be discharged into public sewers without a permit from the approving authority specifying conditions of pretreatment, concentrations, volumes, and other applicable provisions.

(d) Prohibited hazardous materials include but are not limited to:

(1) Antimony;

(2) Beryllium;

(3) Bismuth;

(4) Cobalt;

(5) Molybdenum;

(6) Uranyl ion;

(7) Rhenium;

(8) Strontium;

(9) Tellurium;

(10) Herbicides;

(11) Fungicides; and

(12) Pesticides.

(2007 Code, sec. 13.03.004)

§ 24.06.005. Particulate size.

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(a) No person may discharge garbage or other solids into public sewers unless it is shredded to a degree that all particles can be carried freely under the flow conditions normally prevailing in public sewers. Particles greater than one-half (1/2) inch in any dimension are prohibited.

(b) The approving authority is entitled to review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater.

(2007 Code, sec. 13.03.005)

§ 24.06.006. Stormwater and other unpolluted drainage.

(a) No person may discharge to public sanitary sewers:

(1) Unpolluted stormwater, surface water, groundwater, roof runoff or subsurface drainage;

(2) Unpolluted cooling water;

(3) Unpolluted industrial process waters; or

(4) Other unpolluted drainage;

or make any new connections from inflow sources.

(b) In compliance with the Texas Water Quality Act and other statutes, the approving authority may designate storm sewers and other watercourses into which unpolluted drainage described in subsection (a) of this section may be discharged.

(2007 Code, sec. 13.03.006)

§ 24.06.007. Temperature.

No person may discharge liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit (65 degrees centigrade), or any substance which causes the temperature of the total wastewater treatment plant influent to increase at a rate of ten (10) degrees Fahrenheit or more per hour, or a combined total increase of plant influent to one hundred ten (110) degrees Fahrenheit.

(2007 Code, sec. 13.03.007)

§ 24.06.008. Radioactive wastes.

(a) No person may discharge radioactive wastes or isotopes into public sewers without the permission of the approving authority.

(b) The approving authority may establish, in compliance with applicable state and federal regulations, regulations for discharge of radioactive wastes into public sewers.

(2007 Code, sec. 13.03.008)

§ 24.06.009. Impairment of facilities.

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(a) No person may discharge into public sewers any substance capable of causing:

(1) Obstruction to the flow in sewers;

(2) Interference with the operation of treatment processes of facilities; or

(3) Excessive loading of treatment facilities.

(b) Discharges prohibited by subsection (a) above include, but are not limited to, materials which exert or cause concentrations of:

(1) Inert suspended solids greater than 250 mg/l, including but not limited to:

(A) Fuller's earth;

(B) Lime slurries; and

(C) Lime residues;

(2) Dissolved solids greater than 950 mg/l, including but not limited to:

(A) Sodium chloride; and

(B) Sodium sulfate;

(3) Excessive discoloration, including but not limited to:

(A) Dye wastes; and

(B) Vegetable tanning solutions; or

(4) BOD, COD, or chlorine demand in excess of normal plant capacity.

(c) No person may discharge into public sewers any substance that may:

(1) Deposit grease or oil in the sewer lines in such a manner as to clog the sewers;

(2) Overload skimming and grease-handling equipment;

(3) Pass to the receiving waters without being effectively treated by normal wastewater treatment processes due to the nonamenability of the substance to bacterial action; or

(4) Deleteriously affect the treatment process due to excessive quantities.

(d) No person may discharge any substance into public sewers which:

(1) Is not amenable to treatment or reduction by the processes and facilities employed; or

(2) Is amenable to treatment only to such a degree that the treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(e) The approving authority shall regulate the flow and concentration of slugs when they

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may:

(1) Impair the treatment process;

(2) Cause damage to collection facilities; or

(3) Incur treatment costs exceeding those for normal wastewater.

(f) No person may discharge into public sewers solid or viscous substances which may violate subsection (a) of this section if present in sufficient quantity or size, including but not limited to:

(1) Ashes;

(2) Cinders;

(3) Sand;

(4) Mud;

(5) Straw;

(6) Shavings;

(7) Metal;

(8) Glass;

(9) Rags;

(10) Feathers;

(11) Tar;

(12) Plastics;

(13) Wood;

(14) Unground garbage;

(15) Whole blood;

(16) Paunch manure;

(17) Hair and fleshings;

(18) Entrails;

(19) Paper products, either whole or ground by garbage grinders;

(20) Slops;

(21) Chemical residues;

(22) Paint residues; or

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(23) Bulk solids.

(2007 Code, sec. 13.03.009)

§ 24.06.010. Compliance with existing authority.

(a) Unless exception is granted by the approving authority, the public sanitary sewer system shall be used by all persons discharging:

(1) Wastewater;

(2) Industrial waste;

(3) Polluted liquids.

(b) Unless authorized by the state commission on environmental quality, no person may deposit or discharge any waste included in subsection (a) of this section on public or private property or into or adjacent to any:

(1) Natural outlet;

(2) Watercourse;

(3) Storm sewer;

(4) Other area within the jurisdiction of the city.

(c) The approving authority shall verify prior to discharge that wastes authorized to be discharged will receive suitable treatment within the provisions of laws, regulations, ordinances, rules and orders of federal, state and local governments.

(2007 Code, sec. 13.03.010)

§ 24.06.011. Acceptance of restricted discharge.

(a) If discharges or proposed discharges to public sewers may (i) deleteriously affect wastewater facilities, processes, equipment, or receiving waters, (ii) create a hazard to life or health, or (iii) create a public nuisance, the approving authority shall require:

(1) Pretreatment to an acceptable condition for discharge to the public sewers;

(2) Control over the quantities and rates of discharge; and

(3) Payment to cover the cost of handling and treating the wastes.

(b) The approving authority is entitled to determine whether a discharge or proposed discharge is included under subsection (a) of this section.

(c) The approving authority shall reject wastes when it determines that a discharge or proposed discharge does not meet the requirements of subsection (a) of this section.

(2007 Code, sec. 13.03.011)

§ 24.06.012. Review and approval of pretreatment or control facilities.

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(a) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.

(b) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.

(c) Any person responsible for discharges requiring pretreatment, flow-equalizing, or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

(2007 Code, sec. 13.03.012)

§ 24.06.013. Requirements for traps.

(a) Discharges requiring a trap include:

(1) Grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;

(2) Oil;

(3) Sand;

(4) Flammable wastes; and

(5) Other harmful ingredients.

(b) Any person responsible for discharges requiring a trap shall, at his own expense and as required by the approving authority:

(1) Provide equipment and facilities of a type and capacity approved by the approving authority;

(2) Locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and

(3) Maintain the trap in effective operating condition.

(2007 Code, sec. 13.03.013)

§ 24.06.014. Requirements for building sewers.

Any person responsible for discharges through a building sewer carrying industrial wastes shall, at his own expense and as required by the approving authority:

(1) Install an accessible control manhole;

(2) Install meters and other appurtenances to facilitate observation, sampling and measurement of the waste;

(3) Install safety equipment and facilities (ventilation, steps) where needed; and

(4) Maintain the equipment and facilities.

(2007 Code, sec. 13.03.014)

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§ 24.06.015. Sampling and testing.

(a) Sampling shall be conducted according to customarily accepted methods, reflecting the effect of constituents upon the sewage works and determining the existence of hazards to health, life, limb, and property. (Note: The particular analysis involved will determine whether a twenty-four-hour composite sample from all outfalls of the premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls. Where applicable, a 16-hour, 8-hour or some other period may be required. Periodic grab samples are used to determine pH and oil and grease.)

(b) Examination and analyses of the characteristics of waters and wastes required by this article shall be:

(1) Conducted in accordance with the latest edition of Standard Methods; and

(2) Determined from suitable samples taken at the control manhole provided or other control point authorized by the approving authority.

(c) BOD and suspended solids shall be determined from composite sampling, except to detect unauthorized discharges.

(d) The approving authority shall determine which users or classes of users may contribute wastewater which is of greater strength than normal domestic wastewater. All users or classes of users so identified shall be sampled for flow, BOD, TSS and pH at least annually.

(e) The city may select an independent firm or laboratory to determine flow, BOD, and suspended solids, if necessary. Flow may alternately be determined by water meter measurements if no other flow device is available and no other source of raw water is used.

(2007 Code, sec. 13.03.015)

§ 24.06.016. User charge system.

(a) Persons making discharges of industrial waste into the city system shall pay a charge to cover all costs of collection and treatment.

(b) When discharges of any waste into the city system are approved by the approving authority, the city or its authorized representative shall enter into an agreement or arrangement providing:

(1) Terms of acceptance by the city;

(2) Payment by the person making the discharge, in accordance with the user charge system as established in subsection (c) below;

(3) Sewer connection procedures and requirements shall be in accordance with the plumbing code as adopted by the city;

(4) A sewer application approved with connection fee paid; and

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(5) Construction of sewer connections shall be approved by city inspectors prior to sewer use.

(c) Each user of the wastewater treatment system will be notified, at least annually, in conjunction with a regular sewer bill, of the rate and that portion of user charges or ad valorem taxes which are attributable to the operation and maintenance of the wastewater treatment system.

(d) The city will apply excess revenues collected from a class of users to the cost of operation and maintenance attributable to that class for the next year and adjust the rates accordingly.

(e) The user charge system and sewer user charge ordinance shall be promulgated as developed during EPA Project C-48-0997-03.

(2007 Code, sec. 13.03.016)

§ 24.06.017. Industrial cost recovery system.

See "Instructions," Special Notice and Federal Regulations, 40 CFR 35.928, for development of this section for industrial cost recovery.

(2007 Code, sec. 13.03.017)

§ 24.06.018. Savings clause.

A person discharging wastes into public sewers prior to the effective date of this article (ordinance adopted July 6, 1982) may continue without penalty so long as he:

(1) Does not increase the quantity or decrease the quality of discharge without permission of the approving authority;

(2) Has discharged the waste at least 3 months prior to the effective date of this article; and

(3) Applies for and is granted a permit no later than 120 days after the effective date of this article.

(2007 Code, sec. 13.03.018)

§ 24.06.019. Conditions for discharge permits.

(a) The city may grant a permit to discharge to persons meeting all requirements of the savings clause provided that the person:

(1) Submits an application within 120 days after the effective date of this article (ordinance adopted July 6, 1982) on forms supplied by the approving authority;

(2) Secures approval by the approving authority of plans and specifications for the facilities when required;

(3) Has complied with all requirements for agreements or arrangements, including but not limited to provisions for:

(A) Payment of charges;

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(B) Installation and operation of the facilities and of pretreatment facilities, if required; and

(C) Sampling and analysis to determine quantity and strength when directed by the city; and

(4) Provides a sampling point, when requested by the city, subject to the provisions of this article and approval of the approving authority.

(b) A person applying for a new discharge shall:

(1) Meet all conditions of subsection (a) of this section; and

(2) Secure a permit prior to discharging any waste.

(2007 Code, sec. 13.03.019)

§ 24.06.020. Power to enter property.

(a) The superintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this article.

(b) Anyone acting under this authority shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection.

(c) Except when caused by negligence or failure of a person(s) to maintain safe conditions, the city shall indemnify the person(s) against loss or damage to their property by city employees and against liability claims and demands for personal injury or property damage asserted against the person(s) and growing out of the sampling operation.

(d) The superintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter all private properties through which the city holds a negotiated easement for the purposes of:

(1) Inspection, observation, measurement, sampling or repair;

(2) Maintenance of any portion of the sewer system lying within the easements; and

(3) Conducting any other authorized activity. All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.

(e) No person acting under authority of this provision may inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper or other industries, beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

(2007 Code, sec. 13.03.020)

§ 24.06.021. Authority to disconnect service.

(a) The city may terminate water and wastewater disposal service and disconnect a customer

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from the system when:

(1) Acids or chemicals which may damage the sewer lines or treatment process are released to the sewer, potentially causing accelerated deterioration of these structures or interfering with proper conveyance and treatment of wastewater;

(2) A governmental agency informs the city that the effluent from the wastewater treatment plant is no longer of a quality permitted for discharge to a watercourse, and it is found that the customer is delivering wastewater to the city's system that cannot be sufficiently treated or requires treatment that is not provided by the city as normal domestic treatment; or

(3) The customer:

(A) Discharges waste or wastewater that is in violation of the permit issued by the approving authority;

(B) Discharges wastewater at an uncontrolled, variable rate in sufficient quantity to cause an imbalance in the wastewater treatment system;

(C) Fails to pay monthly bills for water and sanitary sewer services when due; or

(D) Repeats a discharge of prohibited wastes to public sewers in violation of sections 24.06.002 through 24.06.009 as stated above.

(b) If service is discontinued pursuant to subsection (a)(2) above, the city shall:

(1) Disconnect the customer;

(2) Supply the customer with the governmental agency's report and provide the customer with all pertinent information; and

(3) Continue disconnection until such time as the customer provides pretreatment/ additional pretreatment or other facilities designed to remove the objectionable characteristics from his wastes.

(2007 Code, sec. 13.03.021)

§ 24.06.022. Notice of violation.

The city shall serve persons discharging in violation of this article with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory compliance.
(2007 Code, sec. 13.03.022)

§ 24.06.023. Continuing prohibited discharge.

No person may continue discharging in violation of this article beyond the time limit provided in the notice.
(2007 Code, sec. 13.03.023)

§ 24.06.024. Penalty for continuing prohibited discharge.

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(a) A person who continues prohibited discharges is guilty of a misdemeanor and upon conviction is punishable by a fine in accordance with the general penalty in section 1.01.009 of this code for each act of violation and for each day of violation.

(b) In addition to proceeding under authority of subsection (a) of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person continuing prohibited discharges.

(2007 Code, sec. 13.03.024)

§ 24.06.025. Failure to pay for services.

In addition to sanctions provided for by this article, the city is entitled to exercise sanctions provided for by the other ordinances of the city for failure to pay the bill for water and sanitary sewer service when due.

(2007 Code, sec. 13.03.025)

§ 24.06.026. Penalty for criminal mischief.

The city may pursue all criminal and civil remedies to which it is entitled under authority of statutes and ordinances against a person negligently, willfully or maliciously causing loss by tampering with or destroying public sewers or treatment facilities.

(2007 Code, sec. 13.03.026)

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AGENDA ITEM REPORT
11.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2026-125 approving industrial waste enforcement response guide and response plan for the City of Hutto for administering compliance with Ordinance Article 24.06 "Industrial Waste" discharged into the sewer system and publicly owned treatment works. (Rick Coronado)
Meeting:	Thursday, May 21, 2026
Department:	Public Works /
Staff Contact:	Rick Coronado

ITEM SUMMARY:

These documents have been established pursuant to 40 CFR 403.8(f) and Section 24.06.007 of the City of Hutto Code of Ordinances, 2026. The purpose of this document is to achieve compliance with all applicable Pretreatment Requirements and Standards when discharging wastewater into the sanitary sewer system. This will be achieved by establishing guidelines for investigating instances of non-compliance and providing standardized enforcement actions appropriate to non-compliance related to industrial wastewater discharges. Enforcement action severity may be revised by the Director, depending on circumstances, on a case-by-case basis.

FISCAL NOTES:

No costs associated with this action.

ATTACHMENTS:

1. Hutto RESOLUTION ERP_ERG Industrial Waste 5_21_26
2. City of Hutto - IPP Support Documents - Enforcement Response Plan _Exhibit A
3. City of Hutto - IPP Support Documents - Enforcement Response Guide (4.17.26)_Exhibit B

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDUSTRIAL WASTE ENFORCEMENT RESPONSE GUIDE AND PLAN FOR THE CITY OF HUTTO FOR ADMINISTERING COMPLIANCE WITH ORDINANCE ARTICLE 24.06 "INDUSTRIAL WASTE"; AUTHORIZING THE CITY MANAGER TO EXECUTE GUIDE AND PLAN; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") desires to maintain compliance and protection of Publicly Owned Treatment Works (POTW) by providing best practices in industrial pretreatment requirements for wastewater collection and treatment system; and

WHEREAS, the City has been established pursuant to 40 CFR 403.8(f) and Section 24.06.007 of the City of Hutto Code of Ordinances, 2026 guidance for compliance.

WHEREAS, the purpose is to achieve compliance with all applicable Pretreatment Requirements and Standards. This will be achieved by establishing guidelines for investigating instances of non-compliance and providing standardized enforcement actions appropriate to non-compliance related to industrial wastewater discharges; and

WHEREAS, the City Council desires to authorize the City Manager to execute the City of Hutto Enforcement Response Plan (the "Plan") for the Industrial Pretreatment Program, attached as Exhibit A; and

WHEREAS, the City Council desires to authorize the City Manager to execute the City of Hutto Enforcement Response Guide (the "Guide") for the Industrial Pretreatment Program, attached as Exhibit B; 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 Plan, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Guide, attached as Exhibit B, a copy of same being attached hereto and incorporated herein for all purposes.

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

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 21st day of May 2026 on vote of __AYES; ___NAYS; __ABSTENTIONS

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Laura Hallmark, City Secretary



Enforcement Response Plan (ERP)

for the

Industrial Pretreatment Program

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INTRODUCTION

This document has been established pursuant to 40 CFR 403.8(f) and Section 24.06.007 of the City of Hutto Code of Ordinances, 2026. The purpose of this document is to achieve compliance with all applicable Pretreatment Requirements and Standards. This will be achieved by establishing guidelines for investigating instances of non-compliance and providing standardized enforcement actions appropriate to non-compliance related to industrial wastewater discharges. Enforcement action severity may be revised by the Director, depending on circumstances, on a case-by-case basis.

SECTION 01: Definitions

Administrative Order (AO): a formal legal document that outlines specific actions or behaviors required of an individual, business, or other entity. Compliance schedules, administrative penalties, and termination of service may be incorporated in an Administrative Order. Types of Administrative Orders include but are not limited to, Notice of Violation (NOV), Consent Order, Show Cause Hearing, Compliance Orders, Cease and Desist Order, Administrative Fines & Penalties, Emergency Suspensions, and Termination of Discharge (Section 24.06.007 (A)). Administrative Orders are issued by the Director.

Cease and Desist Order: An Administrative Order directing a user to immediately halt discharge(s).

City (or individuals representing the City): The City of Hutto, together with all its governing and operating bodies, or Duly Authorized Representatives.

Civil Action: A lawsuit filed in a civil court. If the court rules that the Industrial User violated the law, the court may impose civil penalties, injunctions, other equitable remedies and/or cost recovery.

Compliance Plan: A schedule of required activities (milestones) necessary for an Industrial User to achieve compliance with all pretreatment program requirements. Corrective actions and timelines shall be developed by the User and agreed upon by the City.

Good Faith Effort: Prompt and thorough pollution control measures undertaken by the discharger, which show that earnest efforts have been made to achieve compliance.

Informal Discussion: Informal notices consist of in-person discussions or phone calls between User and the City. These notices may be used to inform either party of:

- General deadlines
- Requests for scheduling
- Compliance inquiry
- Other notices pertaining to program administration or User information

The Coordinator may request that any of the preceding items be submitted as Trackable Correspondence.

Judicial Enforcement Remedies: Formal legal actions pursued through the court system to compel compliance, prevent continued violations, recover damages, or impose penalties when administrative enforcement measures have been ineffective or when the severity of the violation warrants immediate legal intervention. These remedies may include, but are not limited to, injunctive relief, civil penalties, criminal prosecution, and other remedies non-exclusive (Section 24.06.007 (B)).

Notice of Violation (NOV): A document notifying a User that it has violated pretreatment standards and requirements. Generally used when the violation is unlikely to have consequence on compliance at the WWTP and the City expects the violation to be corrected within a short period of time.

Official Documentation: Official Documentation refers to original documents, notices, and reports requiring signature by the City or User. This type of correspondence will be kept with User files or by the User according to recordkeeping requirements. Examples of Official Documentation include:

- Notice of Violation (NOV) or other enforcement action
- User Response to enforcement actions
- Required Reports or Application(s)
- Notification of major changes in facility conditions
- Signatory Authority delegation
- Other items as requested

Public Notification: Public notification in a newspaper of general circulation providing meaningful notice within the jurisdiction(s) served by the POTW of Industrial Users who were in Significant Non-Compliance (SNC) with applicable pretreatment requirements at any time during the previous Pretreatment Year. This applies to Significant Industrial Users that meet any of the criteria in 40 CFR 403.8 (f)(2)(viii)(A-H); or any Industrial User which violates paragraphs (f)(2)(viii)(C), (D), or (H).

Publicly Owned Treatment Works (POTW): Any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Pretreatment Year (PTY): The annual reporting period defined in the City's most current Federal and/or State permit(s).

Review Meeting: A meeting called by the City for the purposes of discussion and/or clarification on the issue(s) at hand. The User, Coordinator, and Director are present.

Search Warrant: A document issued by a magistrate or judge, which authorizes entry into private premises to either observe compliance with local, state, and federal laws, or to collect evidence of non-compliance.

Self-Monitoring: Sampling and analysis of wastewater performed by the industry.

Show Cause Hearing: An Administrative Order directing non-compliant User representatives to appear before the City and explain non-compliance, showing cause why escalated enforcement action should not be taken.

Significant Non-Compliance (SNC): Criteria established in 40 CFR 403.8 (f)(2)(viii)(A-H) used by the City in determining User status and response for State and Federal reports.

Surcharge: A charge issued for the City to recuperate the cost of treating excessive conventional pollutant loading.

Suspense Date: A due date or deadline for corrective action or response. Suspense Date tracking for all User notices and reports shall be maintained. For notifications or requests made by the City that include a Suspense Date, a minimum of Trackable Correspondence must be used. For enforcement purposes, a Suspense Date will end at close-of-business of the date specified. Notices and reports that may contain a Suspense Date include a minimum of the following:

- Notice of Violation;
- Compliance Milestone Progress Report;
- Baseline Monitoring Report (categorical IUs only);
- 90-Day Compliance Report;
- Periodic Compliance Report;
- Notification of Change in Discharge and/or Process;
- Permit Renewal Application;
- Notification of Unpermitted Discharge (includes slug load discharges);
- Requested Inspection follow-up;
- Authorized Signatory Statements;
- Best Management Practices (BMP) Compliance Documentation.

Trackable Correspondence: Trackable Correspondence refers to e-mailed notices, inquiries, or discussion with an associated date and sent/received identification. This type of correspondence will be kept with User files. Acceptable uses for Trackable Correspondence may include:

- Initial notification of any violation(s)
- Minor changes in facility conditions
- Submission of requested documents not requiring signature

- Scheduling confirmation(s) or rescheduling request(s)
- General process descriptions
- Timeline of general events
- Other correspondence significant to program administration or User information

The Coordinator may request that any of the preceding items be submitted as Official Documentation.

SECTION 02: Industry Self-Monitoring and Reporting

All industries that are permitted by the City are required to conduct Self-Monitoring on at least a semi-annual basis, as a means to identify Industrial User compliance or respond to Industrial User's non-compliance. At the City's discretion Industrial Users may be required to self-monitor more frequently. The User must submit any and all monitoring reports for samples collected at the permitted sample point.

All required report forms will be provided to the industry. Approved forms will contain instructions, as applicable, and required certification statements. Specific report requirements and deadlines are established by Ordinance, specified with City-issued forms, or stipulated in User permits.

For Periodic Compliance Reports (PCRs) samples must be collected within the designated monitoring period. PCRs, including analytical reports, must be submitted within fourteen (14) calendar days of the end of the reporting period unless otherwise approved by the City. When the PCR is received, the Coordinator is responsible for assessing the contents to determine if all elements are present. This will be accomplished within fourteen (14) calendar days of the date received. Any action taken is determined by the severity and/or frequency of the situation.

A. Industry Self-Monitoring: Industries are expected to review self-monitoring data within fourteen (14) calendar days of the "issue date" on the analytical report.

1. **Limit Exceedance Violation(s)**: If self-monitoring indicates a violation, the User shall notify the Director, via Trackable Correspondence, within twenty-four (24) hours of becoming aware of the violation. The City will issue an NOV for the Limit Exceedance(s). The User shall also repeat sampling and analysis of the pollutant(s) in violation and submit the results of the repeat analysis to the Coordinator within thirty (30) calendar days after becoming aware of the violation.
   - **a)** Resampling by the Industrial User is not required if the City performs sampling and analysis in lieu of the User. If the City performs monitoring that indicates a violation, refer to SECTION 03(A)(1) of this plan.
   - **b)** For the purposes of permit compliance, resampling conducted in response to a violation shall be applied to the monitoring period in which the violation occurred and shall not apply to monitoring requirements for subsequent monitoring periods.

   If the results of resampling indicate continued limit exceedance of the same parameter(s), the User must adhere to the requirements above, a second NOV shall be issued, and a Review Meeting scheduled.

2. **Failure to Conduct Self-Monitoring:** If User fails to provide valid analytical results for all parameters within the specified monitoring period, an NOV shall be issued requiring submission of the monitoring report with a Suspense Date of not greater than thirty (30) calendar days from the date of issuance. Sampling conducted in response to the violation shall be applied to the monitoring period in which the violation occurred and shall not apply to monitoring requirements for subsequent periods. If the problem persists, a second NOV shall be issued with a Suspense Date of not greater than fourteen (14) calendar days from issuance and a Review Meeting shall be scheduled.

3. **Incomplete Monitoring Violation(s):** A User shall conduct monitoring for all required pollutants at each sampling event, unless otherwise requested or approved by the City.

   a) If User fails to provide valid analytical results for any parameter specified by the City, and the monitoring period has elapsed, the Coordinator will issue an NOV identifying each missed parameter. At the Coordinator's discretion, any or all of the following may be requested:
      i. analyze for the missed pollutant(s) and submit the report to the City within thirty (30) calendar days from the date of NOV issuance;
      ii. conduct the entire self-monitoring and submit the report to the City within thirty (30) calendar days from the date of NOV issuance;
      iii. depending on the situation, the analysis may be waived (not more than once per Pretreatment Year). Analysis may not be waived for parameters which have indicated a violation within the past calendar year.

   b) If the monitoring period has not elapsed, but there is reason to suspect incomplete monitoring was intentionally selective of parameters due to compliance history or facility schedule, the City may issue an NOV for Incomplete Monitoring following the procedures above, and a Review Meeting may be requested.

   Sampling conducted in response to the violation shall be applied to the monitoring period in which the violation occurred and shall not apply to monitoring requirements for subsequent periods.

   If the problem persists, a second NOV shall be issued with a Suspense Date of not greater than fourteen (14) calendar days from issuance and a Review Meeting shall be scheduled.

4. **Sample Location Violation(s):** Each User permitted by the City is required to collect self-monitoring samples at the location stipulated in their permit. If a User

unintentionally collects their sample at the wrong location, the results are invalid and the City shall issue a request for the User to reperform monitoring at the correct location before the end of the monitoring period. If the monitoring period has elapsed, an NOV for Failure to Conduct Monitoring shall be issued. If the problem persists, with no evidence of intent, a second NOV for Failure to Conduct Monitoring shall be issued and a Review Meeting scheduled.

If there is evidence of intent, for any occurrence, an NOV for Sample Location Violation shall be issued, a Review Meeting scheduled, and an Administrative Order issued.

5. **Collection Method Violation(s):** Each User permitted by the City is required to collect self-monitoring samples with the terms outlined in 40 CFR Part 136 and/or federal, state, or local guidelines. If a User unintentionally collects their sample using unapproved method(s), the results are invalid and the City shall issue a request for the User to reperform monitoring using correct methods before the end of the monitoring period. If the monitoring period has elapsed, an NOV for Failure to Conduct Monitoring shall be issued. If the problem persists, with no evidence of intent, a second NOV for Failure to Conduct Monitoring shall be issued and a Review Meeting scheduled.

   If there is evidence of intent, for any occurrence, an NOV for Failure to Conduct Monitoring shall be issued in addition to an NOV for Collection Method Violation. A Review Meeting will be scheduled, and additional Administrative Order(s) may be issued.

B. Industry Reporting: Industries are expected to submit required documents, containing all requested information on or before the identified deadline.

1. **Failure to Submit Required Reports/Documents:** If a document is not submitted by the identified deadline, the Coordinator will notify the User via Informal or Trackable Correspondence, requesting that the document be submitted within seven (7) calendar days. If a document is submitted late by seven (7) or more calendar days, the Coordinator shall issue an NOV with a Suspense Date of seven (7) calendar days from issuance. If the problem persists, a second NOV shall be issued with a Suspense Date of not greater than seven (7) calendar days from issuance and a Review Meeting shall be scheduled. Any report that is not submitted within 45 days of the original due date automatically qualifies the User for Significant Non-Compliance (SNC).

2. **Incomplete Submission Violation(s):** The Coordinator is responsible for identifying missing information in required reports, including certification of BMP

compliance. If the information is incomplete and it is the first occurrence, the Coordinator shall notify the User via Informal or Trackable Correspondence, requesting that the information be submitted within seven (7) calendar days. If the report remains incomplete, the Coordinator shall issue a Notice of Violation (NOV), with a Suspense Date of not greater than seven (7) calendar days from issuance. If problem persists, a second NOV will be issued with a Suspense Date of not greater than seven (7) calendar days from issuance and a Review Meeting shall be scheduled.

3. **Failure to Report Monitoring Data:**
   A User must submit all analytical results for any samples collected at the permitted sample point. If reports are not submitted, an NOV will be issued with a Suspense Date of seven (7) calendar days to submit the report. If the problem persists, an Administrative Order may be issued.

4. **Failure to Report a Change in Conditions:** A User shall submit notification regarding any change in facility, process, or discharge conditions according to permit requirements and Ordinance Section 24.06.005 (A)(6). Notification must be made at least thirty (30) calendar days prior to any such changes; the City will determine if additional reporting or permitting actions are necessary. If a User identifies a failure to report changes, the User shall notify the Director within twenty-four (24) hours of becoming aware.
   a) For minor changes, the City may request an explanation be made via Trackable Correspondence within seven (7) calendar days. If explanation is still not provided, an NOV will be issued according to SECTION 02 (B)(1) of this Plan.
   b) For major changes, which show deviation from submitted documents or reports, the City may require formal submission of an updated permit application or associated documentation. Request and submission of this documentation shall adhere to SECTION 02 (B)(1) of this plan.
   c) For changes with direct impact to the POTW, an NOV will be issued and a Review Meeting scheduled.

5. **Signatory Violation(s):** If the User submits a document requiring signature that is not signed by an Authorized or Duly Authorized representative as defined in Ordinance Section 24.06.002 (B)(4), and it is the first occurrence, the Coordinator shall notify the User via Informal or Trackable Correspondence, requesting that the document containing an appropriate signature be submitted within seven (7) calendar days. If the appropriately signed document is still not received, the Coordinator shall issue an NOV with a Suspense Date of not greater than seven (7) calendar days from issuance. If the problem persists, a second NOV will be issued with a Suspense Date of not greater than seven (7) calendar days from issuance and a Review Meeting shall be scheduled.

6. **Failure to Accurately Report Non-Compliance:** If an instance of non-compliance is discovered by the Coordinator during review of monitoring or reporting documentation, and the User has not made proper notification, an NOV shall be issued for the specific type of non-compliance (i.e. limit exceedance, spill/unauthorized discharge, etc.) in addition to an NOV for Failure to Accurately Report Non-Compliance. Repeat occurrences within the same Pretreatment Year will result in the issuance of a second NOV and a Review Meeting shall be scheduled.

   Failure to Accurately Report Non-Compliance automatically qualifies the User for Significant Non-Compliance (SNC).

SECTION 03: Control Authority / City Monitoring and Inspections:

The City of Hutto is required by 40 CFR 403.8 (f) to carry out inspection, surveillance and monitoring procedures at industrial facilities necessary to determine compliance with applicable standards and requirements. For permitted facilities, this will occur at a minimum frequency of once per Pretreatment Year. If a City, State, or Federal representative is denied entry into an industry for an inspection, investigation or sampling event, after displaying proper credentials, or is denied copies of requested documents, an administrative warrant may be obtained to achieve entry. This would require a minimum of the Coordinator, Director and legal representation.

A. **Control Authority/City Monitoring:** The City will conduct monitoring of User's wastewater discharge(s) for all permitted pollutants and/or pollutants of concern. Analytical results will be reviewed within fourteen (14) calendar days of the "issue date" on the report. Valid results will be compared to any permitted numeric limits. Violations will be identified, and results will be included in a Notice of Violation (NOV). Non-violation results do not require notification.

   1. **Limit Exceedance Violation(s):** If City monitoring indicates that a permitted limit has been exceeded, the City shall notify the User, via Trackable Correspondence, within twenty-four (24) hours of identifying the violation. The City will issue an NOV for the Limit Exceedance(s) in accordance with SECTION 02 (A)(1) of this plan.
   2. **Failure to Provide Reasonable Access to Sampling Location(s):** The User shall ensure that all sampling locations can be accessed in a reasonable, safe, and timely manner according to Ordinance Section 24.06.006 (B)(1)(a). The City will notify the User of any circumstance preventing access from occurring. If reasonable access cannot be obtained within twenty-four (24) hours, an NOV will be issued with a Suspense Date of not greater than seven (7) calendar days from issuance. If the

problem persists, a second NOV will be issued with a Suspense Date of not greater than seven (7) calendar days from issuance and a Review Meeting shall be scheduled.

If there is evidence of intended obstruction, for any occurrence, an NOV shall be issued, a Review Meeting scheduled, and additional Administrative Order(s) may be issued.

B. Control Authority/City Inspections: The City will conduct inspections consisting of a comprehensive review of relevant records, processes, pretreatment equipment, and any other aspects which may affect compliance with applicable standards or regulations. At the Director's discretion, the City may perform both scheduled and unscheduled inspections.

1. **Recordkeeping Violation(s):** A User shall provide all documents, pertaining to compliance, as requested by the City at the time of inspection. Records shall be maintained in accordance with 40 CFR 403.12 (o).
   a) **Failure to Submit Requested Documents:** Any documents that cannot be provided at the time of inspection will be requested by the City via Trackable Correspondence requiring submission within seven (7) calendar days. If requested documents are still not submitted, an NOV will be issued according to SECTION 02 (B)(1) of this Plan.
   b) **Failure to Maintain Records:** For instances in which the User has failed to adequately maintain requested documents in such a way that they no longer exist or cannot be reasonably located, an NOV shall be issued. Depending on severity or frequency a Review Meeting may be scheduled.

2. **Observed Violations**
   a) **Failure to Notify of Change in Conditions:** A User shall report any change which has a reasonable potential to impact the POTW or administration of the Pretreatment Program according to permit requirements Notification must be made at least thirty (30) calendar days prior to any such changes; the City will determine if additional reporting or permitting actions are necessary. Such changes may include deviation in productions rates (if applicable), discharge characteristics (volume or pollutants), industrial or pretreatment processes, sample point modification, or any other significant changes as deemed relevant by the City.

   If a change in conditions is observed during inspection, and there is no evidence of intent to obscure changes, the City shall refer to SECTION 2 (B)(4) of this Plan.

If there is evidence of intent to obscure changes, an NOV shall be issued, a Review Meeting will be scheduled, and additional Administrative Order(s) may be issued.

b) Dilution Violation: If an industry is found to be diluting their wastestream as defined in Ordinance Section 24.06.003 (G), an NOV shall be issued and a Review Meeting scheduled.

If the problem persists, or there is evidence of intent, escalated Administrative Order(s) may be issued.

c) Failure to Maintain and/or Install Equipment: A User shall install and maintain equipment sufficiently to demonstrate compliance with pretreatment standards and requirements.

If deficiencies are identified, the City will notify the User at the time of inspection and issue an NOV for Failure to Install and/or Maintain Equipment. This NOV will require an explanation and corrective action timeline to be submitted within seven (7) calendar days from the date of inspection, this should be submitted as Official Documentation. If the corrective action is planned or proven to take longer than fourteen (14) calendar days from the date of inspection, a Review Meeting shall be scheduled. If the problem persists, Administrative Order(s) are issued with possible Judicial Enforcement Remedies.

If deficiencies are reasonably believed to adversely affect wastewater quality, the City may perform monitoring in order to check for compliance with permitted limits. Any enforcement related to limit exceedances will follow SECTION 03 (A)(1) of this Plan.

3. Failure to Provide Reasonable Access: The User shall ensure that all necessary facility and pretreatment areas can be accessed in a reasonable, safe, and timely manner for inspection according to Ordinance Section 24.06.006 (B)(1)(a).

a) Scheduling Delays: For scheduled inspections, the City will make reasonable efforts to accommodate the availability of the User, including the need to re-schedule for unforeseen reasons. For excessive delay, greater than thirty (30) calendar days from the initial scheduling request, an NOV shall be issued, and an unscheduled inspection is likely to occur.

b) Limited Access / Physical Obstruction: Any circumstance preventing adequate inspection from occurring must be resolved within twenty-four (24) hours of identification. If reasonable access cannot be obtained within twenty-four (24) hours, an NOV will be issued with a Suspense Date of not greater than seven (7) calendar days from issuance. If the problem persists, a second NOV will be issued

with a Suspense Date of not greater than seven (7) calendar days from issuance and a Review Meeting shall be scheduled.

If there is evidence of intended obstruction, for any occurrence, an NOV shall be issued, a Review Meeting will be scheduled, and additional Administrative Order(s) may be issued.

SECTION 04: Additional Types of Non-Compliance

A. Unpermitted Discharge: If an unpermitted industry releases a discharge that would otherwise qualify for permitting, or a permitted industry releases a slug discharge as defined in Ordinance Section 24.06.002 (B)(43):

1. **Unpermitted Industry:**
   - **a)** If unaware of the requirements to be permitted, and no harm is observed at the POTW, then a Review Meeting will be scheduled and an application form given to the User, with a Suspense Date of no greater than ninety (90) calendar days.
   - **b)** If aware of permitting requirements, but there is no harm observed at the POTW, then an NOV is issued with a Suspense Date of no greater than ninety (90) calendar days.
   - **c)** If Unpermitted Discharge continues after the initial Suspense Date, an NOV will be issued, with a Suspense Date of no greater than thirty (30) calendar days, and a Review Meeting scheduled.
2. **Permitted Industry Slug Discharge:**
   - **a)** If a permitted industry discharges a slug load and no harm is done to the POTW, an NOV shall be issued, with a Suspense Date of no greater than seven (7) calendar days for response and a directive to adhere to permit requirements for future non-routine discharges.
   - **b)** If the problem occurs more than once per Pretreatment Year, an NOV shall be issued and a Review Meeting scheduled.

If there is intent to subvert permit requirements, Administrative Order(s) may be issued.

If any industry discharges an Unpermitted Discharge that causes harm, Administrative Order(s) are issued with possible Judicial Enforcement Remedies.

3. **Illegal Discharge:** An illegal discharge is one that would be classified as prohibited according to General & Specific Prohibitions listed in Ordinance. If the City discovers an illegal discharge, a Cease-and-Desist Order will be immediately issued to the industry. If the User wishes to resume discharge, a Review Meeting must be scheduled, and a permit must be obtained according to Ordinance Section 24.06.004. Illegal discharge will qualify for SNC.

B. Significant Non-Compliance (SNC): It is the Coordinator's responsibility to determine SNC status on a rolling quarter basis and to evaluate the Industrial User response to enforcement action(s).

1. **SNC Criteria:** If any Industrial User is found to qualify for one or more of the SNC criteria below, the User will be subject to public notification according to 40 CFR 403.8(f)(2)(viii)(A) - (H):
   - **a)** Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits, as defined by 40 CFR 403.3(l);
   - **b)** Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
   - **c)** Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the City determines has caused, alone or in combination with other discharges, Interference or Pass-Through (including endangering the health of POTW personnel or the general public);
   - **d)** Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;
   - **e)** Failure to meet within 90 calendar days after the scheduled due date, a Compliance Schedule milestone contained in a wastewater permit or enforcement order for starting construction, completing construction, or attaining final compliance;
   - **f)** Failure to provide, within 45 calendar days after the due date, required reports such as BMRs, 90-day Report on Compliance, periodic self-monitoring reports, and reports on compliance with Compliance Schedules;
   - **g)** Failure to accurately report non-compliance;
   - **h)** Any other violation or group of violations, which may include a violation of BMPs, which the Director determines will adversely affect the operation or implementation of the local Pretreatment Program.
2. **SNC Review and Reporting:** Due to the rolling quarter review period, an Industrial User may qualify for SNC in consecutive Pretreatment Years due to the same violation. If SNC has been resolved in the new Pretreatment Year, a second public notification for the same violation will not be required. However, if additional violation(s) occur

in the new Pretreatment Year which, in conjunction with the prior year's results, show continued SNC, the User shall be subject to consecutive year public notification.

C. Falsification

1. **Suspected Falsification:** If an Industrial User is suspected of falsifying any document, report, or application, an investigation will immediately commence. Depending on the nature of the problem, the City may use whatever means necessary to check the validity of any or all information submitted by the User. Possible steps that could be taken include any or all of the following:
   a) Unscheduled inspections to check for accuracy and/or validity;
   b) Unscheduled/Demand monitoring conducted by the City;
   c) Split samples on self-monitoring;
   d) Request for Official Documentation asserting validity for all submitted information.

2. **Good-Faith Falsification**: If an Industrial User falsifies information, but there is no reason to believe intent, and the User has a good compliance record with the City, a request for explanation may be made via Trackable Correspondence or an informal meeting.

3. **Proven Falsification:** If an Industrial User is proven to be falsifying information, depending on severity, frequency, and/or impact, an NOV will be issued, a Review Meeting scheduled, and additional Administrative Order(s) may be issued with possible Judicial Enforcement Remedies.

SECTION 05: General Progression of Enforcement & Administrative Orders

A. Initial Notification: For instances in which a violation is identified by the User, notification shall be made to the Coordinator within of twenty-four (24) hours of becoming aware of the violation via Trackable Correspondence.

For instances in which a violation is identified by the City, notification shall be made to the User within twenty-four (24) hours of identification via Trackable Correspondence.

B. Notice of Violation: Upon becoming aware of a violation, the City will issue a Notice of Violation to the User via Official Documentation. The NOV will include a response deadline of seven (7) calendar days from issuance and Suspense Date for any corrective action as applicable to the violation. Response to NOVs shall be Official Documentation.

1. **Failure to Respond to an NOV**: If the response to an NOV is not received by the deadline, a second NOV shall be issued with a Suspense Date for response submittal

within seven (7) calendar days. If the problem persists, a Review Meeting will be scheduled.

2. **Repeat Violation:** If the corrective action or subsequent instance to a violation indicates a consecutive violation of the same standard, a second NOV will be issued and a Review Meeting scheduled.
3. **Persistent Violation:** If violation of the same standard occurs three (3) or more consecutive times, and the User is not operating under an active Compliance Plan, a Review Meeting shall be scheduled, and Administrative Order(s) may be issued with possible Judicial Enforcement Remedies.

C. Review Meetings: For instances where in-person discussion regarding compliance is necessary or desired, the City will request a Review Meeting. Review Meetings may be requested with an NOV or separate Trackable Correspondence from the City; the meeting should take place within thirty (30) calendar days of the request. If the Review Meeting is not held within thirty (30) calendar days of the request, due to User delay, an Administrative Order will be issued. For instances in which compliance cannot be resolved by the date of the Review Meeting, the User may be requested to submit a Compliance Plan for discussion with the City at the time of the meeting.

D. Compliance Plan: A Compliance Plan is written by the User and agreed upon by the City. When a Compliance Plan is required, the User shall submit a detailed and chronological list of corrective actions with specified due dates or milestones according to Ordinance Section 24.06.005 (A)(2). The maximum length of time between milestones shall be nine (9) months. Upon completion of each milestone, the User shall submit a Compliance Plan update or progress report as Official Documentation. Progress reports shall be submitted to the City no later than fourteen (14) calendar days following each milestone deadline and the final date of compliance. Compliance Plan violations may qualify for SNC.

1. **Failure to Submit a Compliance Plan:** If the User fails to submit a Compliance Plan for discussion time of the Review Meeting, an NOV shall be issued for Failure to Submit Required Documents with a Suspense Date of seven (7) calendar days. If the Compliance Plan is still not submitted, the City may issue a Consent Order.
2. **Failure to Submit a Milestone Progress Report**: If the User fails to submit a Compliance Plan Milestone Progress Report by the deadline, enforcement shall follow SECTION 02 (B)(1) of this plan.
3. **Compliance Plan Delay:** Any delay of the approved Compliance Plan schedule shall be notified to the City via Trackable Correspondence. Depending on the magnitude of delay, the User may be required to submit a Compliance Plan Amendment for approval. If a User fails to notify the City of delay, or excessive delay occurs, the City may issue a Consent Order. Corrective action delay does not postpone progress reporting deadlines without an approved amendment.

4. **Failure to Achieve Compliance with Compliance Plan:** If a User is unable to demonstrate compliance with applicable standards following the final date of the approved Compliance Plan, the City may allow for Compliance Plan Amendment and continued corrective action(s), or the City may issue a Consent Order.

E. Consent Order: A Consent Order is written by the City and agreed upon by the User. Consent Orders contain the same information as Compliance Plans; however, corrective actions and milestone deadlines are enforceable.

1. **Failure to Submit a Milestone Progress Report:** Milestone progress reports shall be submitted to the City no later than fourteen (14) calendar days following each milestone deadline and the final date of compliance. If the User fails to submit a progress report by the deadline, an NOV shall be issued for Failure to Submit Required Documents with a Suspense Date of seven (7) calendar days from issuance. If the problem persists, the City may issue a Compliance Order.
2. **Failure to Meet a Consent Order Milestone:** If a corrective action milestone is not completed by the approved deadline, and no notification was made prior to the milestone progress report deadline, an NOV will be issued, and a Consent Order amendment may be generated. If a User fails to notify the City of delay, or excessive delay occurs, the City may issue a Compliance Order.
3. **Failure to Achieve Compliance with Consent Order:** If a User is unable to demonstrate compliance with applicable standards following the final date of the approved Consent Order, the City may consider Consent Order Amendment and continued corrective action(s), or the City may issue a Compliance Order.

F. Compliance Order: A Compliance Order is written by the City, not requiring User input or approval. Compliance Orders are unilateral enforcement orders containing the same information as Consent Orders; establishing mandatory corrective actions and/or deadlines. Failure to meet any corrective action or reporting requirements set forth in a Compliance Order may result in escalated Administrative Order(s) and/or Judicial Enforcement Remedies.

G. Show Cause Hearing: The City may order a User to appear before the director and show cause why proposed enforcement action should not be taken. Notice shall be served personally or by registered or certified mail at least seven (7) business days prior to hearing to any authorized representative of the User.

H. Cease and Desist: The City may demand that a User cease and desists any activities causing violation(s) by immediately complying with all requirements. This may be accomplished by halting operations and/or terminating the discharge. Cease and Desist Orders will qualify a User as SNC.

I. Administrative Fines & Penalties: In accordance with Ordinance Section 24.06.007 (A)(6), the City may fine a User in an amount not to exceed $2,000 per violation per day.

J. Emergency Suspension: a User's discharge may be suspended according to Ordinance Section 24.06.007 (A)(7). If a User fails to comply with an Emergency Suspension Order, the City may take the steps deemed necessary including immediate severance of the sewer connection. Emergency Suspension will qualify a User as SNC.

K. Judicial Enforcement Remedies: In accordance with Ordinance Section 24.06.007 (B), the City of Hutto shall have the authority to seek or assess Judicial Enforcement Remedies including, but not limited to, Injunctive Relief, Civil Penalties, and Criminal Prosecution.

Enforcement Response Guide (ERG)

for the

Industrial Pretreatment Program

Legend:
Nature of Violation: **ELV** = Effluent Limit Violation • **RV** = Reporting Violation • **NSV** = Narrative Standard Violation
Enforcement Action: **NOV** = Notice of Violation • **SNC** = Significant Non-Compliance • **RM** = Review Meeting • **AO** = Administrative Order • **JE** = Judicial Enforcement Remedies
Responsible Personnel: **C** = Program Coordinator • **D** = Director of Public Works • **U** = Industrial User • **L** = City Legal

Noncompliance	Nature of Violation	Enforcement or Action	Personnel
SECTION 02: Industry Self Monitoring & Reporting			
A. Industry Self-Monitoring			
1. Limit Exceedance Violation			
	Notify within 24-hours of becoming aware (trackable)	Notify	U
ELV	NOV Issuance	NOV	C
	Resample and submit results within 30 days	Resample	U
ELV	Resample indicates consecutive violation	NOV & RM	C & D
2. Failure to Conduct Self-Monitoring			
RV	Initial occurrence	NOV	C
	Resample and submit results within 30 days	Resample	U
RV	Not conducted within 30-days	NOV & RM	C & D
3. Incomplete Self-Monitoring			
RV	Initial occurrence (require any or all of the following)	NOV	C
	Sample for only missed parameters	Sample	U
	Sample for ALL parameters	Sample	U
	Analysis waived (1x per year; parameter of no concern only)		
RV	Consecutive incomplete self-monitoring	NOV & RM	C & D
4. Sample Location Violation			
	Results invalidated	Notify	C
	If within monitoring period; resample at the correct location	Sample	U
RV	If monitoring period elapsed, NOV issuance	NOV	C
RV	Consecutive sample point violations	NOV & RM	C & D
RV	If evidence of intent	NOV, RM, AO	C & D
5. Collection Method Violation			
	Results invalidated	Notify	C
	If within monitoring period; resample using correct methods	Sample	U
RV	If monitoring period elapsed, NOV issuance	NOV	C
RV	Consecutive method violations	NOV & RM	C & D
RV	If evidence of intent	NOV, RM, AO	C & D
B. Industry Reporting			
1. Failure to Submit Required Reports/Documents			
	Request User submit documents within seven (7) calendar days	Notfify	C
RV	If not received within seven (7) calendar days, NOV	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C

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Noncompliance	Nature of Violation	Enforcement or Action	Personnel
	2. Incomplete Submission Violation(s)		
	Request User submit missing information within seven (7) calendar days	Notfify	C
RV	If not received within seven (7) calendar days, NOV	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
	3. Failure To Report Monitoring Data		
RV	NOV Issuance	NOV	C
RV	Repeat Occurances	NOV, AO	C & D
	4. Failure To Report Change in Conditions		
	Notify within 24-hours of becoming aware	Notify	U
	For minor changes:		
	Request explanation submission within seven(7) calendar days (trackable correspondence)	Notify	C
RV	If explanation not received, NOV for Failure to Submit Required Reports/Documents	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C
	For major changes:		
	Request updated permit application	Permit Application	C
RV	If application not received, NOV for Failure to Submit Required Reports/Documents	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C
RV	Changes with direct POTW impact	NOV & RM	C & D
	5. Signatory Violations		
	Request User submit documents within seven (7) calendar days	Notfify	C
RV	If not received within seven (7) calendar days, NOV	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
	6. Failure to Accurately Report Non-Compliance		
RV	NOV for Failure to Accurately Report and NOV for non-compliance type	NOV & SNC	C
RV	Repeat Occurances	NOV & RM	C & D
	SECTION 03: Control Authority / City Monitoring & Inspection		
	A. Control Authority / City Monitoring		
	1. Limit Exceedance Violation		
	Notify the User within 24-hours of becoming aware (trackable)	Notify	C
ELV	NOV Issuance	NOV	C
	Resample and submit results within 30 days	Resample	U
ELV	Resample indicates consecutive violation	NOV & RM	C & D
	2. Failure to Provide Reasonable Access to Sampling Location(s)		

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Noncompliance	Nature of Violation	Enforcement or Action	Personnel
	Notify the User of circumstance preventing access	Notify	C
NSV	NOV if reasonable access not provided within 24-hours	NOV	C
NSV	Problem Persists	NOV & RM	C & D
NSV	If evidence of intent	NOV, RM & AO	C & D
B. Control Authority / City Inspection			
1. Recordkeeping Violations			
	Failure to Submit Requested Documents		
	Request any documents at the time of inspection	Notify	C
RV	If not received within seven (7) calendar days, NOV	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C
	Failure to Maintain Records - 03(B)(1)(b)		
RV	Records do not exist or cannot be located, NOV & RM	NOV & RM	C & D
2. Observed Failure To Report Change in Conditions			
	If no evidence of intent to obscure changes:		
	For minor changes:		
	Request explanation submission within seven(7) calendar days (trackable correspondence)	Notify	C
RV	If explanation not received, NOV for Failure to Submit Required Reports/Documents	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C
	For major changes:		
	Request updated permit application	Permit Application	C
RV	If application not received, NOV for Failure to Submit Required Reports/Documents	NOV	C
RV	If still not received within seven (7) calendar days, NOV and RM	NOV & RM	C & D
RV	If not received within thirty (30) calendar days, SNC	SNC	C
RV	Changes with direct POTW impact	NOV & RM	C & D
RV	If evidence of intent to obscure changes	NOV, RM, & AO	C & D
3. Dilution Violation			
NSV	Observed evidence of dilution in lieu of treatment	NOV & RM	C & D
NSV	If problem persists OR evidence of intent	AO	C & D
4. Failure to Maintain or Install Equipment			
NSV	Observed failure to maintain or install equipment	Notify & NOV	C
NSV	Corrective action takes longer than fourteen (14) calendar days	RM	C & D
NSV	If the problem persists	AO	C & D
	If failures are reasonably belived to affect wastewater quality	Sampling	C

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Noncompliance	Nature of Violation	Enforcement or Action	Personnel
	5. Failure to Provide Inspection Access		
	Inspection Scheduling Delays		
NSV	Excessive delay (greater than 30 calendar days), NOV issued for Failure to Provide Reasonable Access	NOV	C
NSV	Possible Unscheduled Inspection	Inspection	C
	Limited Access / Physical Obstruction - 03(B)(3)(b)		
	Notify the User of circumstance preventing access	Notify	C
NSV	NOV if reasonable access not provided within 24-hours	NOV	C
NSV	Problem Persists	NOV & RM	C & D
NSV	If evidence of intent	NOV, RM & AO	C & D
	SECTION 04: Additional Types of Non-Compliance		
	A. Unpermitted Discharge		
	1. Unpermitted Industry		
NSV	If unaware of permitting requirements and no harm to POTW	RM, Application	C & D
NSV	If aware of permitting requiremnts and no harm to POTW	NOV	C
NSV	Continued unpermitted discharge	NOV & RM	C & D
	2. Permitted Industry Slug Discharge		
NSV	If no harm done to the POTW	NOV	C
NSV	If occurs more than once per pretreatment year	NOV & RM	C & D
NSV	If evidence of intent to subvert permit requirements	AO	C & D
NSV	If unpermitted discharge causes harm to POTW	AO	C & D
NSV	Illegal discharge in accordance with Ordinance	Cease & Desist	C & D
	If User wishes to discharge	RM & Application	C
	B. Significant Non-Compliance		
SNC	Chronic Violations	SNC	C
SNC	Technical Review Criteria	SNC	C
SNC	Any violation causing interference or pass-through	SNC	C
SNC	Discharge posing endangerment to human health, welfare, or environment	SNC	C
SNC	Failure to meet Compliance Milestone withing 90-days	SNC	C
SNC	Failure to provide required reports within 45-days	SNC	C
SNC	Failure to Accurately Report Non-Compliance	SNC	C
SNC	Any violation(s) adversely affecting operation or implementation of the IPP	SNC	C
	C. Falsification		
	Suspected Falsification, all of the following:		
	Unscheduled Inspection	Inspection	C
	Unscheduled / Demand Monitoring	Sampling	C

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Noncompliance	Nature of Violation	Enforcement or Action	Personnel
	Split Samples on User Self-Monitoring	Sampling	C
	Request Official Documentation asserting vaility	Notify	C
	Good-Faith Falsification, request explanation	Phone Call	C
NSV	Proven Falsification (depending on severity/impact)	NOV, RM, AO	C & D
SECTION 05: General Progression of Enforcement			
A. Initial Notification			
	Notification within 24-hours of becoming aware of a violation	Notify	U or C
B. Notice of Violation			
1. Failure to Respond to an NOV			
NSV	Initial NOV response not received by the deadline	2nd NOV	C
NSV	NOV response still not received within seven (7) calendar days	RM	C & D
2. Repeat Violations			
NSV	Anytime a violation occurs for the same reason consecutively	2nd NOV & RM	C & D
3. Persistent Violations			
NSV	Three (3) or more consecutive violations for the same reason and not operating under a Compliance Plan.	RM, AO	C & D
C. Review Meeting			
NSV	User delay greater than thirty (30) calendard days for scheduling	AO	C & D
	Compliance not resolved by the date of Review Meeting	Compliance Plan	U
D. Compliance Plan			
1. Failure to Submit a Compliance Plan			
	Submit a Compliance Plan for City approval	Compliance Plan	U
NSV	Compliance Plan not submitted for Review Meeting	NOV	C
	Compliance Plan not submitted within seven (7) calendar days	Consent Order	C & D
2. Failure to Submit a Milestone Progress Report			
	[FOLLOW SECTION 02: B. 1.]		
3. Compliance Plan Delay			
	Delay in approved schedule	Notify	U
	Low Delay Magnitude or Impact	Amend Plan	U
	High Delay Magnitude or Impact	Consent Order	C & D
RV	Failure to Notify of Delay or Excessive Delay	Consent Order	C & D
4. Failure to Achieve Compliance			
	Compliance not resolved following Compliance Plan completion	Consent Order	C & D
E. Consent Order			
	Consent Order issued for User agreement	Consent Order	C & D
1. Failure to Submit a Milestone Progress Report			
	[FOLLOW SECTION 02: B. 1.]		

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Noncompliance	Nature of Violation	Enforcement or Action	Personnel
NSV	If the problem persists	Compliance Order	C & D
2. Failure to Meet a Consent Order Milestone			
	Delay in approved schedule	Notify	U
RV	Failure to Notify of Consent Order delay	NOV	C
	High Delay Magnitude or Impact	Compliance Order	C & D
3. Failure to Achieve Compliance			
	Compliance not resolved following Consent Order completion	Notify	U
	Low Impact	Amend Order	C & D
	High Impact	Compliance Order	C & D
F. Compliance Order			
	Compliance Order issued without User input	Compliance Order	C & D
NSV	Failure to meet conditions of a Compliance Order	AO and/or JE	C, D, L
G. Show-Cause Hearing			
	Show-Cause Order issued to User seven (7) days prior to hearing	Show-Cause Order	C & D
H. Cease and Desist Order			
	Cease and Desist Order issued to User	Cease & Desist	C & D
I. Administrative Fines and Penalties			
	Administrative Fines and/or Penalties issued to User	Fine and/or Penalty	C & D
J. Emergency Suspension			
	Emergency Suspension of User sewer connection	Emergency Suspension	C, D, L
K. Judicial Enforcement Remedies			
	May include injunctive relief, civil penalties, criminal prosecution	JE	C, D, L