CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, JULY 6, 2017 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

CITY COUNCIL
Doug Gaul, Mayor
Scott Rose, Place 1
Tom Hines, Place 2, Mayor Pro-tem
Nathan Killough, Place 3
Tim Jordan, Place 4
Lucio Valdez, Place 5
Terri Grimm, Place 6

AGENDA

1. CALL SESSION TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PUBLIC COMMENT
   Any citizen wishing to speak during public comment regarding an item on or off the agenda may
do so after completing the required registration card. In accordance with the Texas Attorney
General's Opinion, any public comment that is made on an item that is not on the published final
agenda will only be heard by the City Council. No formal action, discussion, deliberation, or
comment will be made by the City Council. Each person providing public comment will be limited
to 3 minutes.
   5A. Remarks from visitors. (Three-minute time limit)
6. PUBLIC HEARINGS:
   6A. Open and conduct the first public hearing regarding the proposed annexation of the
       Titan Innovation Business Park, 69,829 acres, more or less, of land out of the Martin
       Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard.
7. CONSENT AGENDA ITEMS:
   All items listed on the consent agenda are considered to be routine by the City Council and
will be enacted by one motion. There will be no separate discussion of these items unless
requested by a Council member in which event, the item will be removed from the consent
agenda and considered as a regular agenda item.
7A. Consideration and possible action on a resolution approving the proposed Canutillo Corner Final Plat, 2.590 acres, more or less, of land, one commercial lot, located at the intersection of Limmer Loop and FM 1660 North (northeast corner).

7B. Consideration and possible action on a resolution approving the proposed Statestreet Housing Subdivision Final Plat, 7.02 acres, more or less, of land, one multifamily lot, located on CR 137 south of FM 1660 South.

7C. Consideration and possible action on a resolution accepting the street, drainage, water, and wastewater improvements included in the Hutto Crossing Phase 3 Section 1 Subdivision.

7D. Consideration and possible action on the meeting minutes for the June 1, 2017 and June 15, 2017 Regular City Council Meetings, and the June 19, 2017 Special Called City Council Meeting.

REGULAR AGENDA ITEMS

8. ORDINANCES:

8A. Consideration and possible action on the second and final reading of an ordinance granting a specific use permit for the property located at 447 Chris Kelley Boulevard, 0.943 acres, more or less, of land, Lot C8, Block G of the Enclave At Brushy Creek Section 1 Subdivision, allowing a car wash in the B-2 (General Commercial) zoning district.

9. RESOLUTIONS:

9A. Consideration and possible action on a resolution authorizing the City to engage the firm of Brockway, Gersbach, Franklin and Niemeier, PC for the City’s independent financial audit for the fiscal year ending September 30, 2017.

9B. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement for Profession Engineering Services with DCS Engineering, LLC. for the design of the Avery Lake Wastewate Interceptor Project - Phase 1.

10. EXECUTIVE SESSION:

10A. Executive Session as authorized by Section 551.071, Texas Government Code, Consultation with Attorney concerning economic development corporations and negotiations.
11. **ACTION RELATIVE TO EXECUTIVE SESSION:**

11A. Consideration and possible action regarding the formation and articles of incorporation of a 4B Economic Development Corporation.

11B. Consideration and possible action relative to executive session item 10A.

12. **ADJOURNMENT**

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].

**CERTIFICATION**

I certify that this notice of the July 6, 2017 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, June 30, 2017, at 6:40 p.m.

Seth Gipson, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4038 or seth.gipson@huttox.gov for assistance.
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6A. AGENDA DATE: July 06, 2017

PRESENTED BY: Helen Ramirez, AICP, Executive Director of Business/ Development Services

ITEM:
Open and conduct the first public hearing regarding the proposed annexation of the Titan Innovation Business Park, 69.829 acres, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on June 15, 2017.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

This is the first of two public hearings. The next step in the annexation process is to hold a second public hearing and conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:
Staff recommends that the Council open the public hearing, and then close it following any public comment.

**SUPPORTING MATERIAL:**
1. [Notice - Titan Development Business Park - 550 Alliance Boulevard (69.829 ac) Annexation](#)
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described property consisting of approximately 69.829 acres and establish the base zoning as LI (Light Industrial) zoning district, heretofore referred to as the Titan Innovation Business Park property, located at 550 Alliance Boulevard, to-wit:

The Titan Innovation Business Park property (69.829 acres) described as being situated in the Martin Strouse Survey, Abstract No. 587, being a portion of that certain 72.119 acre tract of land as conveyed to James Eulenfeld and wife, Dorothy Eulenfeld, by deed as recorded in Volume 539, Page 461, of the Deed Records of Williamson County, Texas.

At said time and place all such persons interested shall have the right to appear and be heard.

Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on July 6, 2017 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: June 18, 2017
AGENDA ITEM NO.: 7A.  
AGENDA DATE: July 06, 2017

PRESENTED BY: Helen Ramirez, AICP, Executive Director of Business/Development Services

ITEM:
Consideration and possible action on a resolution approving the proposed Canutillo Corner Final Plat, 2.590 acres, more or less, of land, one commercial lot, located at the intersection of Limmer Loop and FM 1660 North (northeast corner).

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The Canutillo Corner Final Plat is proposing a 2.590 acre subdivision consisting of one lot. The proposed subdivision is located on the northeast corner of F.M. 1660 North and Limmer Loop. The lot was recently annexed into the city limits on June 1, 2017.

The subject site is zoned B-2 (general commercial).

As of the date of this report, there are minor remaining staff comments that have not been addressed but will be complied with prior to recordation. The plat requires 10 feet of Right-of-Way (ROW) dedication along Limmer Loop, with an additional 15 feet of ROW dedication along FM1660 North. At this time, access to this site has not been reviewed and approved and will be part of the site plan review process.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Planning and Zoning Commission recommended approval on June 6, 2017.

CITY ATTORNEY REVIEW:
Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Canutillo Corner Final Plat
2. Exhibit A - Canutillo Corner Final Plat
RESOLUTION NO.

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

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the final plat known as “Canutillo Corner”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 6th day of the month July, 2017.

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Seth Gipson, City Secretary
CAnUtiLLO cOrNER
City of HuTo
Williamson County, Texas

FIELD NOTE DESCRIPTION OF 7.520 ACRES OF LAND OUT OF THE CANUTILLO COLONY TRACT, COUNTY, CITY OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 59,945 ACRES TRACT OF LAND DESCRIBED AS "TRACT TWO" IN NEED TO JOSE COLIN ISLAMBER AS TESTAMENTARY TRUSTEE AND RECORDED IN DOCUMENT No. 2008299358 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE OF A COPPER IRON ROD MARKED "SWM. INC." IN THE NORTH RIGHT-SIDE OF LIMMER LOOP FOR THE SOUTHEAST CORNER OF THAT CERTAIN 59,945 ACRES TRACT OF LAND DESCRIBED AS "TRACT TWO" AND FOR THE SOUTHWEST CORNER OF THAT CERTAIN 140,000 ACRES TRACT OF LAND DESCRIBED AS "TRACT ONE" IN Deed to Joyce Collins Olsen as Testamentary Trustee as Recorded in Document No. 2008299358 of the Official Public Records of Williamson County, Texas.

THENCE with the north right-side of LIMMER LOOP and with the south line of said Olsen (59,945 acres) tract, 162 deg., 43' 08" W 6101.16 ft., to a 1/2" iron rod set with a plastic cap imprinted with "Niel Carson, Inc." for the southeastern corner of said Olsen (59,945 acres) tract and along the southeast line of said Olsen.

THENCE continuing with the north right-side of LIMMER LOOP and with the south line of said Olsen (59,945 acres) tract, the following two (2) courses:
1) 162 deg., 43' 08" W 294.00 ft., to a copper iron rod marked "Imperial Stud Survey"
2) 162 deg., 43' 08" W 21.78 ft. in a calculated point of intersection in the East right-side of LIMMER LOOP for the southwestern corner of said Olsen (59,945 acres) tract and along the southwest line of said Olsen.

THENCE with the east right-side of LIMMER LOOP and with the west line of said Olsen (59,945 acres) tract, 5 deg., 29' 00" E 421.32 ft., to a 1/2" iron rod set with a plastic cap imprinted with "Niel Carson, Inc." for the northeast corner of this tract.

THENCE with the north right-side of LIMMER LOOP and with the south line of said Olsen (59,945 acres) tract, 5 deg., 29' 40" E 258.43 ft., to a 1/2" iron rod set with a plastic cap imprinted with "Niel Carson, Inc." for the northeast corner of this tract.

THENCE continuing with the north right-side of LIMMER LOOP and with the south line of said Olsen (59,945 acres) tract, 5 deg., 29' 40" E 450.25 ft., to the place of beginning, containing 7.520 acres of land.

DEDICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT I, HAJIR F. WEHBE, OWNER OF ALL OF THAT CERTAIN 12,890 ACRES TRACT OF LAND OUT OF THE CANUTILLO COLONY TRACT, COUNTY, CITY OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ME BY A DEED OF RECORD NO. 2008299358 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 12,890 ACRES TRACT OF LAND AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT REQUIREMENTS SHOWN HEREBIN. I HEREBY APPROVE THE DEDICATION OF THIS SUBDIVISION PLAT AND DECLARE IT TO THE PUBLIC USE FOR EVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREBIN. THIS SUBDIVISION IS TO BE KNOWN AS "CANUTILLO SUBDIVISION".

NAJIR F. WEHBE

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE Undersigned authority, did hereunto appear NAIIR F. WEHBE, KNOW N TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING STATEMENT, AND I ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED THEREIN.

NOTARY PUBLIC

PRINTED NAME:

COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 20 , A.D., AT O'CLOCK ___ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. ___ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY:

DEPUTY
ITEM:
Consideration and possible action on a resolution approving the proposed Statestreet Housing Subdivision Final Plat, 7.02 acres, more or less, of land, one multifamily lot, located on CR 137 south of FM 1660 South.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The Statestreet Housing Subdivision Final Plat is proposing a 7.0226 acre subdivision consisting of one multi-family lot. The proposed subdivision is located south of FM 1660 South, fronts upon CR 137 and abuts Farley Middle School to the North.

The main point of access is taken from CR137. The Applicant has dedicated a 15-foot Right-of-Way (ROW) to provide for a future road widening of this minor arterial. The frontage road will include a 5 foot sidewalk and tree lawn.

The subject site is zoned Multi-Family Residential. The Applicant is proposing to build a senior housing development on the subject site.

Planning and Fire comments have been addressed, however Engineering has one outstanding comment specifically related to the extension of water and waste water lines.

As of the date of this report, Staff comments that have not been addressed include the following:

Construction plans for the extensions of water and waste water lines are currently under review by the Engineering Division.

The construction plans for the upgrades to the Farley lift station are waiting on a third party review and approval. The Engineering Department and Planning Staff recommend that the Council approve the resolution and will ensure that any and all outstanding comments will be cleared prior to recordation of the plat.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on April 4, 2017. The motion passed unanimously.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Statestreet Housing Subdivision Final Plat
2. Exhibit A - Statestreet Housing Subdivision Final Plat
RESOLUTION NO.

A RESOLUTION APPROVING THE FINAL PLAT KNOWN AS “STATESTREET HOUSING SUBDIVISION”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the final plat known as “Statestreet Housing Subdivision”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 6th day of the month July, 2017.

THE CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

________________________________________
Seth Gipson, City Secretary
STATE STREET HOUSING SUBDIVISION

FIELD NOTES
Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 7.26 acre tract being out of a caled 28.58 acre tract of land recorded in the name of Stuart Farley in Document No. 2006040534 of the Official Public Records of Williamson County, Texas (O.P.R.W.), said 2.75 acre tract of land being more particularly described by metes and bounds description as follows: (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on 27 PSF observations)

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 28.58 acre tract, said iron rod being the northeast corner of a caled 35.67 acre tract of land recorded in the name of Hutto Independent School District in Document No. 2015032199, O.P.R.W., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (50-foot R.O.W.),

THENCE, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, the following three (3) courses and distances:

1. Traveling along the arc of a 294.76 feet curve to the right, said arc having a central angle of 00°37'00", a radius of 290.20'09" E, a distance 294.49 feet to a 1/2-inch iron rod set with "Heijl Lee" cap;
2. N 24°34'26" E, a distance of 85.71 feet, to a 1/2-inch iron rod set with "Heijl Lee" cap;
3. N 24°34'26" E, a distance of 50.23 feet, to a 1/2-inch iron rod set with "Heijl Lee" cap, from which a 5/8-inch iron rod found for an angle point on the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 37, bears N 24°34'26" E, a distance of 148.06 feet;

THENCE, through and across said 28.58 acre tract the following five (5) courses and distances:

1. S 22°52'30" E, a distance of 13.49 feet to a 1/2-inch iron rod set with "Heijl Lee" cap;
2. S 70°28'25" E, a distance of 175.00 feet to a 1/2-inch iron rod set with "Heijl Lee" cap;
3. S 193°15' W, a distance of 50.25 feet to a 1/2-inch iron rod set with "Heijl Lee" cap, from which a 1/2-inch iron rod found for the southwesterly line of said 28.58 acre tract, said iron rod being on the northerly line of-acre tract from which a 5/8-inch iron rod found for the southwesterly corner of said 28.58 acre tract, bore S 70°28'25" W, a distance of 922.39 feet;

THENCE, with the southerly line of said 25.88 acre tract and the northerly line of said 35.67 acre tract, N 70°24'25" W, a distance of 800.00 feet to the POINT OF BEGINNING and containing 7.26 acres e/land, more or less.

APPROVAL:
PASSED AND APPROVED BY THE CITY COUNCIL ON THE __________, 2017 A.D., AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF WILLIAMSON

Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its identification of authentication, was filed for record in my office on the __________, 2017, A.D., at ______, in the Official Public Records of said County, in Instrument No. ______.

I certify which, witnessed my hand and seal at the County Court at said County, at my office in Georgetown, Texas, the date last above written.

Nancy E. Rister, Clerk, County Court of Williamson County, "Texas"

By:

DEPUTY

STATE STREET PLAT 3-27-2017 3:58 PM
UPD 5-27-2017 4:59 PM
THE PLAT IS DRAWN TO SCALE
THE SCALE IS 1/2" = 1-0'"
AGENDA ITEM NO.: 7C. AGENDA DATE: July 06, 2017

PRESENTED BY:

ITEM: Consideration and possible action on a resolution accepting the street, drainage, water, and wastewater improvements included in the Hutto Crossing Phase 3 Section 1 Subdivision.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:

The infrastructure improvements for the residential subdivision Hutto Crossing Phase 3-1 have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City's Construction Inspector of all streets, drainage, water, sidewalks, and wastewater improvements. All items have been constructed according to engineering plans and City codes and standards. The contractor has submitted a warranty bond to cover the materials and workmanship for two years.

BUDGETARY AND FINANCIAL SUMMARY:

The developer's total cost of construction of the improvements was $3,334,062.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution for the acceptance of infrastructure.
SUPPORTING MATERIAL:
1. Resolution
2. Engineer’s Concurrence
3. Project Construction Summary
4. Maintenance Bond
5. Location Map
RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS “HUTTO CROSSING PHASE 3-1”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Hutto Crossings Phase 3-1 residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City’s Construction Inspector of all water, wastewater, streets, sidewalks and drainage improvements,

WHEREAS, all items have been constructed according to engineering plans and City codes and standards, and;

WHEREAS, Joe Bland Construction, L.P. submitted a warranty bond to cover the materials and workmanship for two years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for the Hutto Crossing Phase 3-1 subdivision.

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.

RESOLVED this 6th day of July, 2016.

CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

________________________________________
Seth Gipson, City Secretary
ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Hutto Crossing Phase 3, Section 1 Street, Drainage, Wastewater and Water Improvements

Owner/Developer's Name and Address
Hutto Option Mezz Holdings, LLC
c/o PCCP, LLC
555 California St., suite 3450
San Francisco, CA 94104

Consultant Engineer's Name and Address
Kenneth W. Martin, P.E.
Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on March 22, 2017 and during construction prior to that and the construction appears to be complete in accordance with the approved plans with the exception of Oncor's completion of the street lights and the planting of trees. A bond will be provided for the tree planting. No other discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance of the improvements by the City of Hutto.

Signature

Date

Texas Registration Number
# PROJECT CONSTRUCTION SUMMARY

**PROJECT NAME:** Hutto Crossing Phase 3 Sec 1

**FINAL ACCEPTANCE DATE:**

**INSPECTOR:**

**CONTRACTOR:** Joe Bland Construction

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<th>COH</th>
<th>Other</th>
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**CONSTRUCTION COSTS**

- **STREET IMPROVEMENT COST:** $1,386,155.00
- **SIDEWALK IMPROVEMENT COST:** $77,116.00
- **SIDEWALK RAMP IMPROVEMENT COST:** $60,750.00
- **BRIDGE IMPROVEMENT COST:** N/A
- **POND(S) COST:** N/A
- **DRAINAGE IMPROVEMENT COST:** $717,349.50
- **WATER IMPROVEMENT COST:** $485,136.00
- **WASTEWATER IMPROVEMENT COST:** $526,729.50
- **RESTORATION COST:** $80,826.50

**TOTAL IMPROVEMENT COST:** $3,334,062.50

**PREPARED BY (DESIGN ENGINEER):** Ken Martin, P.E., Murfee Engineering

**CHECKED BY (CITY INSPECTOR):**
## CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

### STREET PAVING

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<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>Pavement Design (Thickness)</th>
<th>Pavement Width (FT) (foc-foc)</th>
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### SIDEWALKS / SIDEWALK RAMPS

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<th>Address to</th>
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<th>L (FT)</th>
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<td>OUTSIDE</td>
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<td>7</td>
</tr>
<tr>
<td>HEREFORD LOOP</td>
<td>5</td>
<td>134 INSIDE</td>
<td></td>
<td>INSIDE</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>GUERNSEY AVENUE</td>
<td>5</td>
<td>51</td>
<td></td>
<td>N</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>GUERNSEY AVENUE</td>
<td>5</td>
<td>742 S</td>
<td></td>
<td>S</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>SIMMENTAL LOOP</td>
<td>5</td>
<td>161 E</td>
<td></td>
<td>E</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>SIMMENTAL LOOP</td>
<td>5</td>
<td>372 W</td>
<td></td>
<td>W</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>SKYLARK LANE</td>
<td>5</td>
<td>191 W</td>
<td></td>
<td>W</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>SKYLARK LANE</td>
<td>5</td>
<td>14 E</td>
<td></td>
<td>E</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)  
2 – Number of Ramps
### CONSTRUCTION SUMMARY FOR BRIDGES

<table>
<thead>
<tr>
<th>STREET NAME AND ADDRESS OR LOCATION</th>
<th>FEATURE CROSSED</th>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>DECK</th>
<th>COST</th>
<th>PRIVATE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NONE</td>
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</tbody>
</table>

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20’ and wider including multiple box culverts totaling 20’ or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7’ (Culverts), 2 – 24” RCP (Pipes).

4 – Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway
## CONSTRUCTION SUMMARY FOR PONDS

<table>
<thead>
<tr>
<th>POND TYPE</th>
<th>LOCATION (ADDRESS OR LOT / BLOCK #)</th>
<th>SIZE (SY)</th>
<th>DRAINAGE AREA (ACRES)</th>
<th>PRIVATE</th>
<th>ETJ</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

1 – BD = Bio–Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration
SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds
### CONSTRUCTION SUMMARY FOR DRAINAGE

<table>
<thead>
<tr>
<th>SIZE (IN)</th>
<th>MATERIAL TYPE</th>
<th>L (FT)</th>
<th>STORM DRAIN</th>
<th>QTY</th>
<th>SIZE (Dia – FT)</th>
<th>MATERIAL TYPE</th>
<th>MANHOLES</th>
<th>QTY</th>
<th>SIZE (L – FT)</th>
<th>TYPE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>RCP</td>
<td>1,682</td>
<td></td>
<td>1</td>
<td>4</td>
<td>CONC.</td>
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<td></td>
<td></td>
<td>CURB</td>
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<tr>
<td>24</td>
<td>RCP</td>
<td>904</td>
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<td>7</td>
<td>5</td>
<td>CONC.</td>
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<tr>
<td>30</td>
<td>RCP</td>
<td>666</td>
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<td>2</td>
<td>6</td>
<td>CONC.</td>
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<tr>
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<tr>
<td>42</td>
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<td>781</td>
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<td></td>
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<td></td>
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<tr>
<td>48 x 48</td>
<td>CONCRETE BOX</td>
<td>133</td>
<td>CULVERT</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>QTY</th>
<th>SIZE (FT x FT x FT)</th>
<th>MATERIAL TYPE</th>
<th>JUNCTION BOXES</th>
<th>QTY</th>
<th>SIZE 3</th>
<th>DESCRIPTION 4</th>
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<tbody>
<tr>
<td>1</td>
<td>5.5 x 6</td>
<td>PRECAST</td>
<td></td>
<td>1</td>
<td>48”</td>
<td>HEADWALL</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>PRECAST</td>
<td></td>
<td>1</td>
<td>42”</td>
<td>HEADWALL</td>
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<tr>
<td>1</td>
<td>6.5 x 8</td>
<td>PRECAST</td>
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</table>

<table>
<thead>
<tr>
<th>LENGTH (FT)</th>
<th>BOTTOM WIDTH (FT)</th>
<th>SIDE SLOPE (FT/FT)</th>
<th>LINING MATERIAL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,692</td>
<td>4</td>
<td>1:4</td>
<td>VEGETATED</td>
</tr>
</tbody>
</table>

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions
## CONSTRUCTION SUMMARY FOR WATER

### VALVES INSTALLED

<table>
<thead>
<tr>
<th>SIZE</th>
<th>DESCRIPTION</th>
<th>NO.</th>
<th>SIZE</th>
<th>TYPE</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot;</td>
<td>GATE</td>
<td>18</td>
<td>12&quot;</td>
<td>PVC</td>
<td>4,491</td>
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<td>12&quot;</td>
<td>GATE</td>
<td>6</td>
<td>8&quot;</td>
<td>PVC</td>
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<td>GATE</td>
<td>5</td>
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</tbody>
</table>

### PIPE

<table>
<thead>
<tr>
<th>SIZE</th>
<th>TYPE</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 ¼&quot;</td>
<td></td>
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</table>

### FIRE HYDRANTS

<table>
<thead>
<tr>
<th>SIZE</th>
<th>TYPE</th>
<th>NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 ¼&quot;</td>
<td></td>
<td>12</td>
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</tbody>
</table>

### AIR RELEASE

### SERVICES INSTALLED

<table>
<thead>
<tr>
<th>NO.</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td>SINGLE</td>
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<tr>
<td>35</td>
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</tbody>
</table>

### REMARKS:

ALSO INCLUDES 2 AUTOMATIC FLUSH VALVE ASSEMBLIES AS WELL AS 206 LF OF 16" STEEL ENCASEMENT FOR THE 8" PIPE AND 126 LF OF 24" STEEL ENCASEMENT FOR THE 12" PIPE.
<table>
<thead>
<tr>
<th>PIPE</th>
<th>MANHOLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
<td>TYPE</td>
</tr>
<tr>
<td>8”</td>
<td>SDR-26</td>
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<tr>
<td>8.4’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.5’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.3’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.1’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.1’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.3’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.0’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.3’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.7’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.5’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>8.4’</td>
<td>4’ DIA</td>
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<tr>
<td>8.4’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.0’</td>
<td>4’ DIA</td>
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<tr>
<td>10.6’</td>
<td>4’ DIA</td>
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<tr>
<td>8.5’</td>
<td>4’ DIA</td>
</tr>
<tr>
<td>9.0’</td>
<td>4’ DIA</td>
</tr>
</tbody>
</table>

**SERVICES INSTALLED**

<table>
<thead>
<tr>
<th>NO.</th>
<th>TYPE – S / D</th>
<th>TYPE OF MANHOLE COATING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>SINGLE</td>
<td>21 SINGLE</td>
</tr>
<tr>
<td>50</td>
<td>DOUBLE</td>
<td>50 DOUBLE</td>
</tr>
</tbody>
</table>
LIMITS OF CONSTRUCTION FOR
WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME ____________________________ WORK ORDER # __________
W/WW JOB I.D. ____________________________ SUBDIVISION FILE # ___________

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.
SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Bond No. 4407274MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of Three Hundred Thirty Three Thousand Four Hundred Six and 25/100's ($333,406.25) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the “Work”) described as: Hutto Crossing, Phase 3, Section 1 - Paving, Drainage, Wastewater, and Water Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor
any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 25th day of May, 2017.

Joe Bland Construction LP
Principal
By: [Signature]

SureTec Insurance Company
By: [Signature]

David S. Ballew, Attorney-in-Fact
SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the “Company”), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and 00/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effectuated by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereeto affixed this 9th day of May, A.D. 2017.

SURETEC INSURANCE COMPANY

By: ____________________________

John Knox Jr., President

Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of May, 2017, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.
SureTec Insurance Company
THIRD BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety’s toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.
AGENDA ITEM NO.: 7D.          AGENDA DATE: July 06, 2017

PRESENTED BY: Seth Gipson, City Secretary

ITEM:
Consideration and possible action on the meeting minutes for the June 1, 2017 and June 15, 2017 Regular City Council Meetings, and the June 19, 2017 Special Called City Council Meeting.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
The City Council meeting minutes for the June 1, 2017 and June 15, 2017 Regular City Council Meetings, and the June 19, 2017 Special Called City Council Meeting, have been drafted for the City Council’s review and consideration.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the City Council meeting minutes for the June 1, 2017 and June 15, 2017 Regular City Council Meetings, and the June 19, 2017 Special Called City Council Meeting.

SUPPORTING MATERIAL:
1. Draft - June 1, 2017 City Council Meeting Minutes
2. Draft - June 15, 2017 City Council Meeting Minutes
3. Draft - June 19, 2017 Special Called City Council Meeting Minutes
The Hutto City Council met in a regular session on Thursday, June 1, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Anne Cano, Councilmember Nathan Killough, Councilmember Tim Jordan, and Councilmember Lucio Valdez.

Members of staff that were present were Odis Jones, City Manager, Danielle Singh, Assistant City Manager, Mike Shaunessy, City Attorney, Helen Ramirez, Executive Director Business/Development Services, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Michel Sorrell, Chief Financial Officer, and Seth Gipson, City Secretary.

INVOCATION

The invocation was given by Pastor Jerry Reynaga with La Hermosa Church of Hutto

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

5A. Remarks from visitors

David Schudel – 123 Everglades Cove – Suggested adding an image to the City street signs, like the City of Cedar Park did. Mr. Schudel suggested using the image of a hippo.

The City Council dispensed with the order of the agenda and addressed the consent agenda items and item 8A, then they addressed item 6A.

CONSENT AGENDA ITEMS

7A. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2016-17 Budget to reflect audited beginning fund balances, organizational restructure, and other miscellaneous adjustments.
7B. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the Canutillo Corner property, located on 2.590 acres more or less, of land located on the northeast corner of FM 1660 North and Limmer Loop.

7C. Consideration and possible action on the meeting minutes for the April 20, 2017, and May 4, 2017 Regular City Council Meetings, and April 27, 2017 Special Called City Council City Council Meeting.

MOTION: Mayor Pro-tem Tom Hines moved to approve items 7A-7C on the consent agenda. Councilmember Nathan Killough seconded the motion.

VOTE:  
Ayes:  Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Anne Cano  
Councilmember Nathan Killough  
Councilmember Tim Jordan  
Councilmember Lucio Valdez  

Nays:  None  
Abstain:  None  
Absent:  None  

ACTION: The motion carried with 6 ayes and 0 nays.

ORDINANCES

8A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the zoning change for the property known as 6081 FM 1660 North, 2.590 acres, more or less, of land, out of the Canutillo Colony Ditch Co. Survey, Abstract No. 693, in Williamson County, from (Interim) SF-1 (single family) to B-2 (general commercial) zoning district.

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez provided an overview of the property’s current use, the zoning surrounding the property, the future proposed zoning, a summary of the request, the development standards, and the allowed uses in B-2 Commercial Zoning Districts.

The Planning and Zoning Commission recommended approval of the proposed zoning change request to the City Council at their May 2, 2017 meeting.

Mayor Gaul opened the Public Hearing at 7:15 p.m.

Jim Morris – 305 Phillips St. – spoke about certain perspectives that need to be reviewed, which include timing of the development and traffic congestion.

Discussion ensued concerning the collection of traffic counts and impacts, right-of-way for future road expansion, and the type of development.
There being no public comment, Mayor Gaul closed the public hearing at 7:18 p.m.

**MOTION:** Mayor Pro-tem Tom Hines moved to approve the first reading of an ordinance approving the zoning change for the property known as 6081 FM 1660 North, 2.590 acres, more or less, of land, out of the Canutillo Colony Ditch Co. Survey, Abstract No. 693, in Williamson County, from (Interim) SF-1 (single family) to B-2 (general commercial) zoning district. Councilmember Anne Cano seconded the motion.

**VOTE:**
- **Ayes:** Mayor Doug Gaul
  - Mayor Pro-tem Tom Hines
  - Councilmember Anne Cano
  - Councilmember Nathan Killough
  - Councilmember Tim Jordan
  - Councilmember Lucio Valdez
- **Nays:** None
- **Abstain:** None
- **Absent:** None

**ACTION:** The motion carried with 6 ayes and 0 nays.

**MOTION:** Mayor Pro-tem Tom Hines moved to dispense with the second reading of an ordinance approving the zoning change for the property known as 6081 FM 1660 North, 2.590 acres, more or less, of land, out of the Canutillo Colony Ditch Co. Survey, Abstract No. 693, in Williamson County, from (Interim) SF-1 (single family) to B-2 (general commercial) zoning district. Councilmember Nathan Killough seconded the motion.

**VOTE:**
- **Ayes:** Mayor Doug Gaul
  - Mayor Pro-tem Tom Hines
  - Councilmember Anne Cano
  - Councilmember Nathan Killough
  - Councilmember Tim Jordan
  - Councilmember Lucio Valdez
- **Nays:** None
- **Abstain:** None
- **Absent:** None

**ACTION:** The motion carried with 6 ayes and 0 nays.

**PRESENTATIONS**

6A. Presentation by Catalyst Consulting regarding Hutto’s 2017 Retail Market Assessment.

_Helen Ramirez, Executive Director of Business and Development Services, introduced Jason Claunch with Catalyst Consulting. Mr. Claunch outlined the market assessment, primary trade areas, unmet demands, competitive assessments, potential commercial targets, and the next steps for implementation._
Mr. Claunch continued on by showing a snapshot of upcoming events and explaining how the area fared in the last recession.

 ORDINANCES

8A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the zoning change for the property known as 6081 FM 1660 North, 2.590 acres, more or less, of land, out of the Canutillo Colony Ditch Co. Survey, Abstract No. 693, in Williamson County, from (Interim) SF-1 (single family) to B-2 (general commercial) zoning district.

Item 8A was addressed earlier in the meeting.

8B. Consideration and possible action on the first reading of an ordinance establishing Sex Offender Residency Regulations.

Byron Frankland, Chief of Police, made the staff presentation. Chief Frankland outlined the purpose and specifics of the ordinance that include distance requirements, processes and fines. Chief Frankland pointed out several increases in crime statistics and that this ordinance is an additional tool to help the police department.

MOTION: Councilmember Lucio Valdez moved to approve the first reading of an ordinance establishing Sex Offender Residency Regulations. Councilmember Tim Jordan seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Anne Cano
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 6 ayes and 0 nays.

8C. Consideration and possible action on the first reading of an ordinance amending the Hutto 2040 Comprehensive Plan Future Land Use Map.

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez provided a brief history of how the 2040 Comprehensive Plan was developed and adopted, a comparison of the current Future Land Use Map (FLUM) and the proposed FLUM updates, improvements of the legend, percent changes in the types of land use, the public participation that was conducted in order to help with the FLUM updates, and a breakdown of modifications made to the subareas of the City (North, West, East, Southwest, and Southeast).
Mrs. Ramirez pointed out that the Planning and Zoning Commission recommended approval at their May 2, 2017 meeting.

**MOTION:** Councilmember Anne Cano moved to approve the first reading of an ordinance amending the Hutto 2040 Comprehensive Plan Future Land Use Map. Councilmember Nathan Killough seconded the motion.

**VOTE:**

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**ACTION:** The motion carried with 6 ayes and 0 nays.

**MOTION:** Councilmember Nathan Killough moved to dispense with the second reading of an ordinance amending the Hutto 2040 Comprehensive Plan Future Land Use Map. Mayor Pro-tem Tom Hines seconded the motion.

**VOTE:**

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**ACTION:** The motion carried with 6 ayes and 0 nays.

**RESOLUTIONS**

**9A.** Consideration and possible action on a resolution authorizing the City Manager to execute a contract extending an investment advisory services contract with First Southwest Asset Management for an additional year.

Michel Sorrell, Chief Financial Officer, made the staff presentation. Mrs. Sorrell provided an overview of the services that this firm provides, which include investment advice, assistance with depository contracts and the city’s investment policy, and notification Public Funds Investment Act changes.
MOTION: Mayor Pro-tem Tom Hines moved to approve a resolution authorizing the City Manager to execute a contract extending an investment advisory services contract with First Southwest Asset Management for an additional year. Councilmember Anne Cano seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayo Pro-tem Tom Hines
Councilmember Anne Cano
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 6 ayes and 0 nays.

9B. Consideration and possible action on a resolution awarding Smith Contracting Bid 17-05 for the East Street Reconstruction Project and authorizing the City Manager execute an agreement not to exceed $1,171,872.90.

Danielle Singh, Assistant City Manager, and David Mason, Purchasing Manager, made the staff presentation.

Mr. Mason provided a brief overview of the RFP process and the bid tabs. He pointed out that there was an original bid submitted and a corrected bid.

Mrs. Singh provided an overview of the project scope and what was originally advertised as apart of the 2009 Bond Election.

Discussion ensued concerning the costs of certain aspects of the project that include items such as trash cans, benches, bike racks, food truck pedestals, and landscaping. Possible solutions mentioned were removing certain portions of the project to reduce the scope and pulling out certain items to rebid them.

Mayor Gaul suggested tabling the item until the next meeting in order to provide additional time to research potential solutions and cost differences in the bids.

Hines motioned to table until next meeting with the instruction to review – valdez second

MOTION: Mayor Pro-tem Tom Hines moved table item 9B until the next City Council Meeting. Councilmember Lucio Valdez seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Councilmember Anne Cano
Mayor Pro-tem Tom Hines
ACTION: The motion carried with 6 ayes and 0 nays.

CITY MANAGER COMMENTS

10A. City Manager updates concerning the Innovation Industrial Park.

Danielle Singh, Interim Assistant City Manager, made the staff presentation. Mrs. Singh pointed out that the project will be called Innovation Business Park and continued on by providing an overview of the project critical path, communications with the subdivision that abuts the development, acquisition of right-of-way, and when the City would go out for bid for the infrastructure.

Darren Manning, with Titan Development, provided an update on the private development portion which covered the design of the building, the construction timeline for the completion of the first building, and marketing the development.

10B. Discussion concerning the City Council’s Annual Retreat.

Danielle Singh, Interim Assistant City Manager, made the staff presentation. Mrs. Singh provided some initial topics of discussion and potential meeting dates.

Additional topics of discussion that were brought up were:
- Capital Improvements Plan and moving into 5 year
- Discussion concerning a communications strategy and the council’s role

It was the consensus of the City Council to keep the meeting to a Friday evening and Saturday with the full Council present. Mayor Gaul requested that the City Council send their vacation dates to the City Secretary.

EXECUTIVE SESSIONS

11A. Executive Session, as authorized by Section 551.071, Texas Government Code, Consultation with Attorney regarding contract negotiations with Williamson County Emergency Services District # 3.

11B. Executive Session, as authorized by Section 551.071, Texas Government Code, Consultation with Attorney concerning economic development negotiations.

Mayor Pro-tem Tom Hines recused himself from 11A and 12A.

The City Council recessed into executive session at 9:25 p.m.
The City Council reconvened into regular session at 10:52 p.m.

ACTION RELATIVE TO EXECUTIVE SESSIONS

12A. Consideration and possible action on a resolution authorizing the City Manager to enter into an Interlocal Agreement with the Williamson County Emergency Services District #3 (ESD) to share Sales Tax Dollars, (60% to the City & 40% to the ESD), for all new Sales Tax that is collected within the Extraterritorial Jurisdiction as the City annexes the property.

MOTION: Councilmember Nathan Killough moved to a resolution authorizing the City Manager to enter into an Interlocal Agreement with the Williamson County Emergency Services District #3 (ESD) to share Sales Tax Dollars, (60% to the City & 40% to the ESD), for all new Sales Tax that is collected within the Extraterritorial Jurisdiction as the City annexes the property with a 10 year revisit plan, including a case by case basis for a potential increase on future land development that exceed certain amount of infrastructure product, promptly commence on construction of a fire station south of the railroad tracts, and the City agrees to add the sewer line to the site of the new fire station. Councilmember Lucio Valdez seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
       Councilmember Anne Cano
       Councilmember Nathan Killough
       Councilmember Tim Jordan
       Councilmember Lucio Valdez

       Nays: None
       Abstain: Mayor Pro-tem Tom Hines
       Absent: None

ACTION: The motion carried with 5 ayes and 0 nays.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:55 p.m.

CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
The Hutto City Council met in a regular session on Thursday, June 15, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Anne Cano, Councilmember Nathan Killough, Councilmember Tim Jordan, and Councilmember Lucio Valdez.

Members of staff that were present were Odis Jones, City Manager, Danielle Singh, Assistant City Manager, Mike Shaunessy, City Attorney, Helen Ramirez, Executive Director Business/Development Services, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Michel Sorrell, Chief Financial Officer, Eliska Smith, Executive Director of Communications and Marketing, and Seth Gipson, City Secretary.

INVOCATION

The invocation was given by Pastor Bernard Suppan with New Life Pentecostal Church.

PLEDGE OF ALLEGIANCE

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

Following the pledge, Mayor Gaul addressed Item 10D and asked if there was a motion to remove the item.

**MOTION:** Councilmember Nathan Killough moved to removed Item 10D from the agenda. Councilmember Tim Jordan seconded the motion.

**VOTE:**

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| Nays:                     | None                          |
|                          | Abstain: None                 |
Absent: None

**ACTION:** The motion carried with 6 ayes and 0 nays.

**PUBLIC COMMENT**

5A. Remarks from visitors

*There were no remarks from visitors.*

**PRESENTATIONS**

6A. Presentation from Hutto's Big Event Planning Committee to express appreciation to the City of Hutto for its continued support of Hutto's Big Event.

Jessica Romigh, President of Keep Hutto Beautiful Foundation, provided an overview of the most recent Big Event and presented the City Council with a token of appreciation for their sponsorship and support.

**PUBLIC HEARINGS**

7A. Consideration of a public hearing regarding an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.03 SmartCode, repealing it in its entirety and incorporating mixed-use development regulations into the Unified Development Code (UDC) Chapters One through Eight.

Helen Ramirez, Executive Director of Development/Business Services, made the staff presentation. Mrs. Ramirez pointed out that the purpose of combining these codes is to create one cohesive document that reduces jargon, removes redundancy, and addresses concerns related to utility placement, landscaping, signing, and non-conforming uses.

Mayor Gaul opened the public hearing at 7:10 p.m.

*There being no one signed up to speak, Mayor Gaul closed the public hearing at 7:10 p.m.*


Helen Ramirez, Executive Director of Development/Business Services, made the staff presentation. Mrs. Ramirez reiterated why the two codes are being combined into one cohesive document.

Mayor Gaul opened the public hearing at 7:11 p.m.

*There being no one signed up to speak, Mayor Gaul closed the public hearing at 7:11 p.m.*
CONSENT AGENDA ITEMS

8A. Consideration and possible action on the meeting minutes for the May 18, 2017 Regular City Council Meeting, the May 11, 2017 and May 15, 2017 Special Called City Council City Council Meetings, and the May 15, 2017 Joint City Council and Parks Advisory Board Work Session.

MOTION: Councilmember Anne Cano moved to approve items 8A on the consent agenda. Mayor Pro-tem Tom Hines seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Councilmember Anne Cano
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 6 ayes and 0 nays.

RESOLUTIONS

9A. Consideration and possible action on a resolution awarding Smith Contracting Bid 17-05 for the East Street Reconstruction Project and authorizing the City Manager execute an agreement not to exceed $1,171,872.90.

Mario Perez – 209 East Street – spoke for downtown businesses in support of the project and asked that the council approve this item.

Danielle Singh, Assistant City Manager, made the staff presentation. Mrs. Singh provided a brief overview of the project scope, initial cost savings that were negotiated with the contract, and outlined several options to reduce additional costs.

Option 1 – Remove Parking Lot Amenities and Landscaping

Option 1A
• Remove Amenities: Food Truck Pedestals, Bike Rack, Concrete Pads
• Deduct $51,128.00

Option 1B
• Remove Landscaping for Parking Lot- Plants and Irrigation
• Deduct $32,032.00
**Option 2 Remove Street Furniture**

- Tree well rec box
- 8’ bench
- 6’ Bench
- Deduct $30,250.00

**Option 3 Remove Construction between Farley Street & US 79**

- Deduct $84,661.60
- Cost is equal for work to be done under pavement management
- Deduction not Recommended

**MOTION:** Mayor Pro-tem Tom Hines moved to accept the new bid of $1,111,592.90 without removing any options. Councilmember Anne Cano seconded the motion.

Discussion ensued about the possible options to further reduce cost related to this project and possibly amending the motion. After further discussion, Mayor Pro-tem Tom Hines withdrew his original motion.

**MOTION:** Mayor Pro-tem Tom Hines moved to approve the resolution awarding Smith Contracting the bid for the East Street Construction Project and authorizing the City Manager to execute an agreement not to exceed $1,030,214.90 with options 1A and 2 removed. Councilmember Anne Cano seconded the motion.

**VOTE:**

Ayes: Mayor Doug Gaul
       Mayor Pro-tem Tom Hines
       Councilmember Anne Cano
       Councilmember Nathan Killough
       Councilmember Tim Jordan
       Councilmember Lucio Valdez

Nays: None

Abstain: None

Absent: None

**ACTION:** The motion carried with 6 ayes and 0 nays.

9B. **Consideration and possible action on a resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the Titan Innovation Business Park, 69.829 acres, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard.**

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez provided some history concerning the property and the purpose of the Municipal Service Plan. She pointed out that this property is under an annexation development agreement.

**MOTION:** Councilmember Nathan Killough moved to approve the resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the Titan Innovation Business Park, 69.829 acres, more or less,
of land out of the Martin Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard. Councilmember Lucio Valdez seconded the motion.

**VOTE:**  
Ayes: Mayor Doug Gaul  
Mayor Pro-tem Tom Hines  
Councilmember Anne Cano  
Councilmember Nathan Killough  
Councilmember Tim Jordan  
Councilmember Lucio Valdez  

Nays: None  
Abstain: None  
Absent: None  

**ACTION:** The motion carried with 6 ayes and 0 nays.

**ORDINANCES**

10A. Consideration of a public hearing and possible action on the first reading of an ordinance granting a specific use permit for the property located at 447 Chris Kelley Boulevard, 0.943 acres, more or less, of land, Lot C8, Block G of the Enclave At Brushy Creek Section 1 Subdivision, allowing a car wash in the B-2 (General Commercial) zoning district.

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez provide a summary of the request and the reason for the approval of a specific use permit, along with the current zoning of the property, and the properties surrounding the area.

Mrs. Ramirez pointed out that this development would not be a 24/7 operation, so there should be less of a noise impact to the citizens to the East.

The Planning and Zoning Commission recommended approval of this permit at their June 6, 2017 meeting.

Mayor Gaul opened the public hearing at 7:34p.m.

There being no one signed up to speak, Mayor Gaul closed the public hearing at 7:34 p.m.

Daniel, Manager of the Big Red Express Car Wash, spoke about the business hours and the placement of the equipment on the site.

Discussion ensued about noise levels, and if there have been any complaints concerning the existing car wash on the property. To date there have not been any noise complaints at the current property.

Mayor Pro-tem Tom Hines requested that the company perform noise level testing on the blowers and bring that information back to the City Council.
**MOTION:** Councilmember Lucio Valdez moved to approve the first reading of an ordinance granting a specific use permit for the property located at 447 Chris Kelley Boulevard, 0.943 acres, more or less, of land, Lot C8, Block G of the Enclave At Brushy Creek Section 1 Subdivision, allowing a car wash in the B-2 (General Commercial) zoning district. Councilmember Anne Cano seconded the motion.

**VOTE:**

Ayes: Mayor Doug Gaul  
Mayo Pro-tem Tom Hines  
Councilmember Anne Cano  
Councilmember Nathan Killough  
Councilmember Tim Jordan  
Councilmember Lucio Valdez  

Nays: None  
Abstain: None  
Absent: None  

**ACTION:** The motion carried with 6 ayes and 0 nays.

10B. Consideration and possible action with respect to an ordinance authorizing the issuance of City of Hutto, Texas Limited Tax Notes, Series 2017; authorizing the levy of an ad valorem tax in support of the notes; approving a paying agent/registrar agreement and an official statement; awarding the sale of the notes; and authorizing other matters related to the issuance of the notes.

Michel Sorrell, Chief Financial Officer, and Dan Wegmiller, with Special Public Finance, made the staff presentation.

Mr. Wegmiller outlined the process to verify the current bond rating for the City of Hutto, which is maintained at AA-. He highlighted that the rating agency noted the strong institutional framework and that the City received positive outlooks from all of the bond rating agencies.

Mr. Wegmiller stated that the bid notes are for 7 years and that 6 strong bids were received. Citigroup Global Markets, Inc. is the preferred group with the lowest interest rate.

**MOTION:** Mayor Pro-tem Tom Hines moved to approve an ordinance authorizing the issuance of City of Hutto, Texas Limited Tax Notes, Series 2017; authorizing the levy of an ad valorem tax in support of the notes; approving a paying agent/registrar agreement and an official statement; awarding the sale of the notes; and authorizing other matters related to the issuance of the notes. Councilmember Anne Cano seconded the motion.

**VOTE:**

Ayes: Mayor Doug Gaul  
Councilmember Anne Cano  
Mayor Pro-tem Tom Hines  
Councilmember Nathan Killough  
Councilmember Tim Jordan  

ACTION: The motion carried with 6 ayes and 0 nays.

10C. Consideration and possible action on the second and final reading of an ordinance establishing Sex Offender Residency Regulations.

Byron Frankland, Chief of Police, made the staff presentation. Chief Frankland provided a brief overview of the ordinance and the accompanying map.

Mike Shaunessy, City Attorney, pointed out that the ordinance tracks the language of the current state law

MOTION: Councilmember Anne Cano moved to approve the second and final reading of an ordinance establishing Sex Offender Residency Regulations. Councilmember Lucio Valdez seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Anne Cano
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 6 ayes and 0 nays.

10D. Consideration and possible action on the first reading of an ordinance establishing compensation for the Mayor, Mayor Pro-tem and the Councilmembers.

Item 10D was withdrawn from the agenda.

CITY MANAGER COMMENTS

11A. Discussion concerning updates on the Fritz Park Improvement Project.

Danielle Singh, Assistant City Manager, made the staff presentation. Mrs. Singh spoke briefly about discussions with the contactor and that a resolution has not been reached.

Mike Shaunessy, City Attorney, highlighted that the contractor rejected the City’s claims and the City Manager has authorized him to file documents to begin the process of a lawsuit.
The project is still on track to be completed this summer.

11B. Discussion concerning a Road and Drainage Maintenance Bond Program.

Danielle Singh, Assistant City Manager, provided an overview of the current road and drainage maintenance resources employed by the City, the challenges that are currently being experienced, and a potential solution being a Road and Drainage Maintenance Bond Program.

This solution would move Street, Drainage, and Grounds Division from the General Fund to a Bond Fund. Approximately $250,000 in debt service annually would fund approximately a $3 Million Bond, and this would free up approximately $1 Million in the General Fund. Those funds would allow for the hiring of additional police, it would address the street maintenance issue, and allow the city to purchase necessary equipment.

Mrs. Singh also highlighted similar programs in neighboring cities like Cedar Park and San Marcos.

Byron Frankland, Chief of Police, spoke briefly how additional staff would help them to be more proactive and expand services and their tool kit.

Dan Wegmiller, with Specialized Public Finance, outlined the financial impacts which included the following:

- Annual or Bi-annual Certificate of Obligation (CO) issuance for projects allows City to leverage the annual funds available into a larger upfront capital program through Certificate issuance
- Available funds for debt service should grow if the City’s tax base grows allowing for the additional revenue to support future Certificate of Obligation (CO) issuance
- If revenue doesn’t grow then the CO program can be suspended until revenue is available for additional funding needs
- Program can be rolled into the other Capital Improvement Program issuance needs of the City allowing for economies of scale in CO issuance

Discussion ensued about potential pitfalls, examples of how to exit the program, operational impacts, and the next steps in implementing this type of program.

11C. Discussion concerning a Draft Comprehensive Economic Development Policy.

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez highlighted the purpose of this policy is to align economic development efforts to build a more diverse and sustainable economy as outlined in the Hutto Strategic Plan.

Following the purpose, Mrs. Ramirez provided an overview of Hutto’s current demographics and the 7 key growth corridors/area in the City.
Key Growth Corridors:

1. Historic Downtown/Co-Op site
2. State Highway 130,
3. New A-1 East- West Corridor,
4. Ed Schmidt (CR119) / FM1660 North Corridor,
5. New E-1 North-South Corridor (CR101/ FM3349),
6. Southeast Hutto

Mrs. Ramirez continued on by outlining how this document will help build the foundation for growth, cultivate a grow from within policy, and develop a financial incentive strategy to help create certainty in the competitive market and expand the current economic toolbox. She continued on by highlighting the recent market assessment that was completed and additional tax incentives and programs that could be developed.

Odis Jones, City Manager, emphasized the importance of developing this type of comprehensive policy in order to ensure success.

11D. Presentation and discussion concerning 4A and 4B Economic Development Corporations and their advantages.

Carol Polumbo, the City’s Bond Counsel with McCall, Parkhurst, and Horton, made the staff presentation. Ms. Polumbo provided an overview of how legislation concerning 4A and 4B Economic Development Corporations (EDC) has evolved over the years and the limitations and advantages of each type.

Discussion ensued concerning potential options moving forward, how you can change the type of corporation that exists, performance of the current EDC, structures of our benchmark cities EDC’s, and adjustments of the sales tax percentages.

11E. Progress Status Report concerning the implementation of the Strategic Plan and the Cascade Content Management System.

Eliska Smith, Executive Director of Communications and Marketing, and Shawna Willis, Director of Human Resources, made the staff presentation. They provided progress reports on each of the strategic objectives and highlighted achievements from each department.

WORK SESSION

12A. Presentation and discussion concerning the City’s financial statements and investments as of May 31, 2017.

Michel Sorrell, Chief Financial Officer, made the staff presentation. Mrs. Sorrell pointed out that they are currently diversifying the City’s investment portfolio, and she provided an overview of the revenues and expenditures for each of the following funds:
Following all of the items, Mayor Gaul thanked Councilmember Anne Cano for her years of service on the City Council.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:02 p.m.

CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST:

________________________
Seth Gipson, City Secretary
The Hutto City Council met in a special session on Monday, June 19, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 6:30 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Anne Cano, Councilmember Nathan Killough, Councilmember Tim Jordan, and Councilmember Lucio Valdez.

Members of staff that were present were Odis Jones, City Manager, Danielle Singh, Assistant City Manager, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Michel Sorrell, Chief Financial Officer, and Seth Gipson, City Secretary.

RESOLUTIONS

3A. Consideration and possible action on a resolution canvassing the returns and declaring the results of the June 10, 2017 Runoff and Special Elections official.

Seth Gipson, City Secretary, presented the following results of the June 10, 2017 Runoff and Special Elections.

<table>
<thead>
<tr>
<th>CITY COUNCIL, PLACE 1</th>
<th>Number of Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Rose</td>
<td>289</td>
<td>68.81%</td>
</tr>
<tr>
<td>Dana Wilcott</td>
<td>131</td>
<td>31.19%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY COUNCIL, PLACE 6</th>
<th>Number of Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terri Grimm</td>
<td>307</td>
<td>73.80%</td>
</tr>
<tr>
<td>Jim Morris</td>
<td>28</td>
<td>6.73%</td>
</tr>
<tr>
<td>Kris Andrews</td>
<td>81</td>
<td>19.47%</td>
</tr>
</tbody>
</table>

MOTION: Mayor Pro-tem Tom Hines moved to approve the resolution canvassing the returns and declaring the results of the June 10, 2017 Runoff and Special Elections official. Councilmember Nathan Killough seconded the motion.
VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Anne Cano
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 6 ayes and 0 nays.

SWEARING IN CEREMONY FOR THE NEWLY ELECTED CITY COUNCIL MEMBERS

4A. City Council Member, Place 1
4B. City Council Member, Place 6

Judge Bill Gravel, Justice of the Peace, Precinct 3, swore in Scott Rose for Place 1 and Terri Grimm for Place 6.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:36 p.m.

CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST:

________________________
Seth Gipson, City Secretary
ITEM:
Consideration and possible action on the second and final reading of an ordinance granting a specific use permit for the property located at 447 Chris Kelley Boulevard, 0.943 acres, more or less, of land, Lot C8, Block G of the Enclave At Brushy Creek Section 1 Subdivision, allowing a car wash in the B-2 (General Commercial) zoning district.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
Property Owner: 685 Carwash LLC, Randy Caldwell
Current Land Use: Car Wash
Proposed Land Use: Car Wash
Future Land Use Designation: Commercial (Current); Commercial (Proposed Map)
Current Zoning: B-2 General Commercial

Surrounding Land Use and Zoning:
North: Commercial; Zoned B-1 Commercial: Local/Neighborhood
South: Commercial; Zoned B-2 General Commercial
East: Mid Density Residential; Zoned SF-1 Residential: Single Household Medium Density
West (across Chris Kelley): Mixed-Use Retail; Zoned PUD Planned Unit Development

Summary of Request
The property is approximately 0.94 acres of land, described as Lot C8, Block G of the Enclave at Brushy Creek Section 1 Subdivision, located at 447 Chris Kelley Boulevard (FM 685). It is located on the east side of Chris Kelley Boulevard between Carl Stern Drive and Uvalde Drive.

The applicant is requesting a specific use permit (SUP) to expand an existing car wash site in a B-2
(General Commercial) zoning district. Car washes are considered subject to specific use permit review in the B-2 district, as outlined in Unified Development Code (UDC) Section 10.304.6.

The main entrance to the car wash is from an existing shared driveway off of Chris Kelley Boulevard.

A Specific Use Permit request is evaluated with the following criteria:

- The proposed use conforms to this code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
  - The current Future Land Use Map identifies this area as Commercial. The requested use is in compliance.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
  - The property will be required to come into compliance with current development standards with redevelopment. This includes a required rear building setback of 30 feet or building height, and a high level bufferyard adjacent to the single-family development that consists of a 30-foot wide planting area or a 25-foot planting area plus a 6-foot masonry wall.
- The site is a legal building lot.
  - The property is legally platted and appropriate for development.

Details of building orientation, design, and landscaping are provided as conceptual. Site plan and building plans will be reviewed for code compliance during the permitting process. A specific use permit approval does not run with the land, and expires with the end of the approved use.

The applicant has provided additional noise study comparison, per the City Council’s request. Staff has also included Article 14.03 Noise of the City of Hutto’s code of ordinances for your reference.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on June 6, 2017.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**
Staff recommends that the City Council approve the second and final reading of the ordinance.

**SUPPORTING MATERIAL:**

1. Article 14.03 Noise of the City of Hutto Code of Ordinances
2. Noise Study Report
3. Noise Study Site Layout
4. Ordinance - 447 Chris Kelley Blvd. - SUP
5. Exhibit A - 447 Chris Kelley Blvd. - SUP
CHAPTER 14 OFFENSES AND ADDITIONAL PROVISIONS

ARTICLE 14.03 NOISE*

Sec. 14.03.001 Restrictions on decibel levels

(a) Maximum decibel levels. No person shall cause, allow, or permit the making of a noise, in the city limits or within 500 feet outside the city limits, which exceeds 85 dBA during the daytime or 70 dBA during the nighttime as measured pursuant to subsection (b) herein. A violation of this section is hereby declared a nuisance.

1. Daytime is defined as a continuous time period from 7:00 a.m. to 10:00 p.m.

2. Decibel level (dB) is defined as the unit of measurement for sound pressure level at a specified location.

3. dBA is defined as the A-weighted unit of sound pressure level.

4. Nighttime is defined as a continuous time period from 10:00 p.m. to 7:00 a.m.

(b) Noise measurement. Measurement of noise pursuant to this section shall be in accordance with this section.

1. Generally.

A. Noise shall be measured with a sound level meter meeting the standards prescribed by the American Standards Association. The measuring instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The surrounding environment shall be observed so as to determine if the proximity of background noise to the level of sound being measured renders the proper measurement of the sound impossible. The microphone shall be screened from wind and water and otherwise used in accordance with the manufacturers specifications.

B. Sound level meter is defined as an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters.

2. Location of measurement. Measurement of noise shall be taken from the real property line of the person alleging a violation of this section from the point closest to the point of origin of the noise.

ARTICLE 14.03 NOISE*

Sec. 14.03.002 Nuisance declared

(a) Any unreasonably loud, disturbing, unnecessary noise which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section 14.03.001(b) thereby causing material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(b) Any noise of such character, intensity and continued duration which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section 14.03.001(b) thereby substantially interfering with the comfortable enjoyment of private homes of persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

ARTICLE 14.03 NOISE*

Sec. 14.03.003 Specific noises enumerated

The following acts, among others, are declared to be nuisances in violation of this article, but such enumeration shall not be deemed to be exclusive:

1. Motor vehicle music amplification or reproduction equipment or other sound-making devices. It is unlawful for any person to operate music amplification or reproduction equipment, or other electronic or mechanical sound-making device, from within a motor vehicle on a street or highway in the city so that the sound is plainly audible at a distance of one hundred (100) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle being operated on a street or highway is the operator of the sound-making device. The following exceptions shall apply:

A. The provisions of this subsection shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

B. The provisions of this subsection do not apply to motor vehicles used for business or political purposes which in the normal course of conducting such business use sound-making devices.

C. The provisions of this subsection do not apply to the noise made by a horn or other warning device required or permitted by state law.

2. Loudspeakers, amplifiers or musical instruments. It is unlawful for any person to operate or cause to be operated a loudspeaker, amplifier or musical instrument that exceeds maximum decibel levels pursuant to section 14.03.001(a) measured in accordance with section 14.03.001(b). "To operate or cause to be operated" shall include:
(A) Causing the device to function or keeping it in operation; or
(B) Supervising or managing other persons who cause the device to function.

(3) **State law.** A violation of section 42.01(5), Texas Penal Code, constitutes a violation of this article.

(4) **Animals and birds.** The keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(5) **Horns or other signal devices on vehicles.** The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh sound for any unnecessary and unreasonable period of time.

(6) **Operation of vehicles.** The running of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise, or vibrations.

(7) **Steam whistles.** The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of danger.

(8) **Exhaust without mufflers.** The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(9) **Devices operated by compressed air.** The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.

(10) **Construction work.** The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Thursday and between the hours of 7:00 a.m. and 7:00 p.m. Friday and Saturday, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit pursuant to section 14.03.004.

(11) **Excessive noise near schools.** The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session, which unreasonably interferes with the working of such institutions.

(12) **Loading and unloading vehicles, etc.** The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.

(13) **Peddlers, hawkers and vendors.** The raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.

(14) **Use of drums, loudspeakers, etc., to attract attention.** The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show or sale of merchandise.

(15) **Sounding of sirens, etc., on vehicles.** The sounding of any siren, horn or other signal device on any automobile, ambulance, truck, motorcycle, bus or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks and public thoroughfares, shall constitute a violation of this article.

(16) **Railroads.** The blowing or sounding of any steam whistle, horn or signal device on any engine, locomotive car or vehicle adapted to the rails of a railroad in the city, except as a warning or danger signal to persons or animals approaching, crossing or using the tracks of the railroad, shall constitute a violation of this article.

(17) **Use of certain braking devices.** Operating or permitting the operation of the engine of a motor vehicle so as to assist in the braking or slowing of the vehicle through the use of gears or through the use of any engine brake or engine-retarding device on any public right-of-way, including but not limited to city or state-maintained roadways, F.M. 685, F.M. 1660, U.S. 79 and S.H. 130, within the corporate limits of the city.

| ARTICLE 14.03 NOISE* |

**Sec. 14.03.004 Special exceptions**

(a) **Application.** A person seeking a special exception under this section shall complete and file a written application for a special exception with the city manager's office on the form provided by the police department. An application for special exception shall include:

1. The name, address, and telephone number of the applicant. If the applicant is a business, the application shall be filled out by the owner or duly authorized agent of the business and shall list the name, address, and telephone number of the business, the responsible owner of the business, and the operator of the business, if different;
2. The nature and location of the noise source for which the application is made;
3. The time during which the noise will be generated and the level of noise that will occur;
4. A signed statement that the applicant has obtained a copy of this article and related rules and agrees to comply with this article, the related rules provided, and the terms and conditions of a special exception issued to the applicant;
5. The reason for which the special exception is requested, including the hardship that will result to the applicant, his/her client, or the public if the special exception is not granted; and
6. A description of noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom and the schedule under which said measures will be implemented.
(b) **Restrictions on approval of special exception.** No special exception shall be approved unless the city manager and chief of police are satisfied based upon the application and other proof provided by the applicant that:

1. Noise levels occurring during the period of the special exception will not constitute a danger to public health;
2. Compliance with this article would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
3. The applicant has fully complied with the application procedures.

(c) **Considerations in determining whether to approve a special exception.** In making the determination of whether to grant a special exception, the city manager and the chief of police shall consider:

1. The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
2. The value to the community of the activity for which the special exception is sought;
3. The ability of the applicant to apply the best practical noise control measures; and
4. Proximity to residences at which reasonable persons would be disturbed by the noise.

(d) **Other restrictions.**

1. The city manager and chief of police shall consider each application on the same basis as that used for other similarly situated applicants and shall make each special exception decision free from consideration of race, sex, national origin, religion, the content of speech, or any other factors not provided for in this article;
2. No special exception shall be approved for the operation of sound equipment at nighttime from a motor vehicle; and
3. No special exception shall be approved if the applicant has been convicted of more than two violations under this article at the location for which the special exception is sought in the six months prior to the date on which the application is submitted.

(e) **Approval or denial of special exception.**

1. The city shall grant or deny the special exception within sixty (60) business days of receiving the properly completed application. An application for the same applicant or location may not be submitted for a period of sixty (60) business days following the denial of an application.
2. If the city manager and chief of police determine a special exception should be issued pursuant to the criteria established in this section, a special exception shall be issued which states the type of sound allowed, the location at which the sound will be allowed, the maximum decibel level to be allowed, the times at which the sound will be allowed to be produced, and the expiration date of the special exception.

(f) **Revocation of special exception.** The special exception may be revoked by the city manager and chief of police if the terms of the special exception are violated; if it is learned that there were material misrepresentations made in the special exception application; or if there is a material change in any of the circumstances relied upon by the city manager and chief of police in granting the special exception.

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**ARTICLE 14.03 NOISE**

**Sec. 14.03.005 Exemptions**

The following acts and sounds shall be exempt from the requirements of this article.

1. The emission of sound for the purpose of alerting persons to an emergency;
2. Sound produced by emergency vehicles;
3. Sound produced by a vehicle motor in good working order while the vehicle is moving on a public right-of-way, public waterway, airport runway, or railroad;
4. Sound produced by any governmental entity in the performance of a governmental function;
5. Sound generated by parade spectators and participants in the parade route during a permitted parade; by outdoor celebration participants for the general welfare of the public;
6. Sound generated at a religious event, during the daytime, held on premises that are regularly used for worship services;
7. The use and operation of bells or an amplified, mechanical bell system in connection with the use and occupancy of a church structure;
8. Sound generated from persons of reasonable behavior playing at a park or playground;
9. Any utility or roadway maintenance or repairs in residential areas during the daytime and emergency repairs related to public health, safety and welfare of the residents, which are allowed at all hours;
10. The sounding of any horn or signal device from a motor vehicle as a warning device.
Sec. 14.03.006 Penalty

Any person convicted of a violation of any provision of this article shall be guilty of a class C misdemeanor and shall be fined in accordance with the general penalty in section 1.01.009 of this code. Each day of violation shall constitute another violation.

(Ordinance O-16-07-07-8A adopted 7/7/16)
Blower System Noise Study

Abstract: In this document you will find the results from a noise test performed at Tommy’s Express car wash in Grand Rapids, Michigan. This car wash is located on a 5 lane major road crossing the city of Grand Rapids. This is a 12 producer system at 15 h.p. each, configured as a standard Tommy blower configuration. This blower system incorporates the stainless steel impeller housing, the producers using the plastic housing may produce less noise.

Noise Levels
Both the amount of noise and the length of time you are exposed to the noise determine its ability to damage your hearing. Noise levels are measured in decibels (dB). The higher the decibel level, the louder the noise. Sounds louder than 80 decibels are considered potentially hazardous. The noise chart below gives an idea of average decibel levels for everyday sounds around you.
Very Loud

150 dB = rock music peak
140 dB = firearms, air raid siren, jet engine
130 dB = jackhammer
120 dB = jet plane take-off, amplified rock music at 4-6 ft., car stereo, band practice

Louder

110 dB = rock music, model airplane
106 dB = timpani and bass drum rolls
100 dB = snowmobile, chain saw, pneumatic drill
90 dB = lawnmower, shop tools, truck traffic, subway

Loud

80 dB = alarm clock, busy street
70 dB = busy traffic, vacuum cleaner
60 dB = conversation, dishwasher

Moderate

50 dB = moderate rainfall
40 dB = quiet room

Faint

30 dB = whisper, quiet library
Decibel readings from Tommy Blower System

In this case the last blower is approximately 10’ from the exit door of the car wash. These readings start at the nozzle of the blower (0’) then proceed in increments to the exit of the wash and then outside of the wash.

- At the nozzle: 104 dB
- 5’: 103 dB
- 10’: 102 dB
- At the exit door: 102 dB
- 5’ out the door: 101 dB
- 10’ out the door: 97 dB
- 15’ out the door: 94 dB
- 20’ out the door: 93 dB
- 25’ out the door: 92 dB
- 35’ out the door: 90 dB
- 45’ out the door: 87 dB
- 55’ out the door: 66 dB

While taking these readings from the car wash we noticed at 40’ from the exit door the amount of road noise was equal to the amount of noise produced from the car wash. Below is a drawing of this particular site with reading points as listed above.
As another comparison to noise levels, below are the sound level readings traveling down the highway in a car at 75 mph. These levels were taken from 2004 Malibu.

- 104 dB with the windows down
- 93 dB with the windows up.

**Overview**

After looking at this study we find that sound readings alone are not enough to determine what “loud” really is unless you have other common sound level to compare them to. Sound levels produced from a car wash have been generalized as “loud” but in reality these levels are not any louder than most everyday common noise.
ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW CAR WASH USE IN THE B-2 (GENERAL COMMERCIAL) ZONING DISTRICT PURSUANT TO UNIFIED DEVELOPMENT CODE SECTION 10.304.6 ON 0.943 ACRES, MORE OR LESS, OF LAND, GENERALLY DESCRIBED AS 447 CHRIS KELLEY BOULEVARD, LOT C8, BLOCK G OF THE ENCLAVE AT BRUSHY CREEK SECTION 1 SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET U SLIDE 290, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow car wash use in the B-2 (General Commercial) zoning district pursuant to Unified Development Code Section 10.304.6 on the property known as 447 Chris Kelley Boulevard, Lot C8, Block G of the Enclave At Brushy Creek Section 1 Subdivision, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 6th day of June, 2017, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 6th day of June, 2017, and;

WHEREAS, on the 15th day of June, 2017, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with. Now therefore

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

SECTION I.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

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

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

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

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

READ and APPROVED on first reading on this the 15th day of June, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 6th day of July, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

Attest:

_____________________________
Seth Gipson, City Secretary
SPECIAL USE PERMIT
EXHIBIT OF LOT C8,
BLOCK "G", OF THE
ENCLAVE AT BRUSHY CREEK SECTION 1
City of Hutto,
Williamson County, Texas

Date: 4/12/2017
Project: 00601
Scale: 1" = 60'
Reviewer: ST
Tech: JLP
Field Crew: HT/BP
Survey Date: APRIL 2017
Sheet: 1 OF 1
THE ENCLAVE AT BRUSHY CREEK SECTION 1
A Final Plat of 100.560 Acres
In Hutto, Williamson County, Texas

FIELD NOTES FOR 100.560 ACRES OF LAND

All that certain tract or parcel of land situated in Williamson County, Texas and being a part of the Northwest Edwards Survey, A-223, and being also a part of a 133.60 acre tract of land conveyed to J.P. Phillips and Co. by deed recorded in Bastrop County, Texas being more particularly described by metes and bounds as follows:

BEGINNING on an iron pin found on the East line of F.M. 445W in the Northwest corner of a 98.16 acre tract of land conveyed to Anne E.D. by deed recorded in Volume 801, Page 385 of the above mentioned Official Records for the Northwest corner of the above mentioned 133.60 acre tract and the Northwest corner of this tract.

THENCE S 87°45'20" E, with the North line of the above mentioned 133.60 acre tract and the South line of the above mentioned 98.16 acre tract 1244.28 feet to an iron pin set for the Northwest corner of this tract.

THENCE E 09°30'08" N, 153.00 feet to an iron pin set for an angle point of this tract.

THENCE N 14°30'08" E, 50.19 feet to an iron pin set for an angle point of this tract.

THENCE N 09°30'08" W, 1244.03 feet to an iron pin set for an angle point of this tract.

THENCE E 11°45'20" W, 64.31 feet to an iron pin set for an angle point of this tract.

THENCE E 09°45'20" W, 128.08 feet to an iron pin set for an angle point of this tract.

THENCE W 08°15'00" E, 177.95 feet to an iron pin set for an angle point of this tract.

THENCE S 03°45'25" W, 88.87 feet to an iron pin set for an angle point of this tract.

THENCE S 05°00'15" W, 45.72 feet to an iron pin set for an angle point of this tract.

THENCE E 06°45'15" W, 45.72 feet to an iron pin set for an angle point of this tract.

THENCE W 06°45'15" W, 45.72 feet to an iron pin set for an angle point of this tract.

THENCE S 31°00'06" W, 45.72 feet to an iron pin set for an angle point of this tract.

THENCE S 32°45'00" W, 560.69 feet to an iron pin set for an angle point of this tract.

THENCE S 10°50'38" W, 61.25 feet to an iron pin set for an angle point of this tract.

THENCE S 32°45'00" W, 110.00 feet to an iron pin set for an angle point of this tract.

THENCE E 09°00'00" E, 72.56 feet to an iron pin set for an angle point of this tract.

THENCE E 08°15'00" E, 611.82 feet to an iron pin set for an angle point of this tract.

THENCE S 09°54'00" W, 132.38 feet to an iron pin set for an angle point of this tract.

THENCE S 41°45'31" E, 49.30 feet to an iron pin set for an angle point of this tract.

THENCE S 05°00'22" E, 121.47 feet to an iron pin set at the Southeast corner of the 133.60 acre tract and the Southeast corner of the State Highway 445W East line of the above mentioned 133.60 acre tract and the South line of the above mentioned 133.60 acre tract and the Southeast corner of this tract.

THENCE W 09°45'20" W, with the West line of the above mentioned 133.60 acre tract and the West line of the above mentioned 98.16 acre tract 292.09 feet in a point in the approximate center of Brushy Creek for the Southwest corner of the said 100.560 acre tract, the Southwest corner of the said 133.60 acre tract, and the Northeast corner of this tract.

THENCE W 07°30'14" W, 122.77 feet to a point on the East line of F.M. 445W for the Northwest corner of the 133.60 acre tract and the Northwest corner of this tract.

THENCE S 09°54'12" W, with the East line of the above mentioned 133.60 acre tract 500.00 feet in a a southerly direction found in the PC of a 200-foot curve to the left said curve having a radius of 183.68 feet and a central angle of 7.09 degrees.

THENCE W 09°30'08" W, 1037.92 feet to the POINT OF BEGINNING containing 100.560 acres of land, more or less.
AGENDA ITEM NO.: 9A.  AGENDA DATE: July 06, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Consideration and possible action on a resolution authorizing the City to engage the firm of Brockway, Gersbach, Franklin and Niemeier, PC for the City's independent financial audit for the fiscal year ending September 30, 2017.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
City Charter requires the engagement of an outside Certified Public Accountant to audit the City's financial information. The City has used the firm Brockway, Gersbach, Franklin and Niemeier, PC from Temple, Texas, since 2007. The firm has also prepared the City's Comprehensive Annual Financial Report (CAFR) during this time, helping the City earn the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association since 2007.

Additionally, a single audit may be required due to the City receiving over $500,000 in state/federal funds.

BUDGETARY AND FINANCIAL SUMMARY:
The outside audit is included in the Finance Administration budget. The proposed cost for Fiscal Year Audit 2017 is not to exceed $57,100.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.
STAFF RECOMMENDATION:

Staff recommends the Council approve the resolution to engage the firm of Brockway, Gersbach, Franklin and Niemeier, PC for the City's financial audit.

SUPPORTING MATERIAL:
1. Resolution _ FY 2017 Audit Engagement
2. FY 2017 Audit Engagement Letter
RESOLUTION NO.


WHEREAS, Section 8.14 of the City of Hutto (“City”) charter requires an annual audit by an independent Certified Public Accountant; and

WHEREAS, the firm Brockway, Gersbach, Franklin and Niemeier, PC from Temple, Texas, has been selected to conduct the City’s audit since 2006; and

WHEREAS, the cost is not to exceed $57,100 for the 2017 Fiscal Year, which is funded through the Finance Department in the General Fund.

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

That the Mayor is hereby authorized and directed to execute the Resolution on behalf of the City, authorizing the engagement of Brockway, Gersbach, Franklin, and Niemeier, PC for the purpose of auditing the City’s financial records and preparing a Comprehensive Annual Financial Report for the Fiscal Year Ending September 30, 2017.

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.

RESOLVED on this the 6th day of the month July, 2017.

CITY OF HUTTO, TEXAS

ATTEST: ____________________________
Doug Gaul, Mayor

________________________________________________________________________
Seth Gipson, City Secretary
May 24, 2017

The Honorable Mayor and City Council
City of Hutto, Texas

We are pleased to confirm our understanding of the services we are to provide City of Hutto, Texas (the City) for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis
2) Budgetary Comparison Schedules
3) GASB -- Required Supplementary Pension and OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements:

1) Combining and Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

1) Introductory Section
2) Statistical Data
Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City’s financial statements. Our report will be addressed to Honorable Mayor and City Council of City of Hutto, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.
Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Hutto, Texas’ compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.
Other Services

We will also assist in preparing the financial statements and related notes of the City of Hutto, Texas in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.
You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.
The audit documentation for this engagement is the property of Brockway, Gersbach, Franklin & Niemeier, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brockway, Gersbach, Franklin & Niemeier, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for these services will be at our standard rates, except we agree that our gross fee, including expenses will not exceed $57,100. Our standard hourly rates vary accordingly to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We are providing you with a copy of our most recent external peer review report, and any subsequent reports received during the contract period. Accordingly, our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Hutto, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
BROCKWAY, GERSBACH, FRANKLIN & NIEMEIER, P. C.

[Signature]

Stephen H. Niemeier, CPA

Acknowledged by City of Hutto, Texas:

______________________________  ________________
Doug Gaul, Mayor                  Date

Attest

______________________________
Seth Gipson, City Secretary
System Review Report

To the Owners of Brockway, Gersbach, Franklin & Niemeier, P.C.
and the Peer Review Committee of the
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Brockway, Gersbach, Franklin & Niemeier, P.C. (the firm) in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Brockway, Gersbach, Franklin & Niemeier, P.C. in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Brockway, Gersbach, Franklin & Niemeier, P.C. has received a peer review rating of pass.

Bumgardner, Morrison & Company, LLP
July 29, 2015
ITEM: Consideration and possible action on a resolution authorizing the City Manager to execute an agreement for Profession Engineering Services with DCS Engineering, LLC. for the design of the Avery Lake Wastewater Interceptor Project - Phase 1.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:
The contract is not to exceed $657,913.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not Applicable.

STAFF RECOMMENDATION:
Staff recommends award.

SUPPORTING MATERIAL:
1. Resolution - DCS Engineering Avery Lake Wastewater Interceptor
2. Contract Document
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH DCS ENGINEERING, LLC FOR DESIGN OF THE AVERY LAKE WASTEWATER INTERCEPTOR PROJECT – PHASE I.

WHEREAS, the City of Hutto approved the 2017 Capital Improvements Plan, with one of the projects being design for the Avery Lake Wastewater Interceptor Project, and;

WHEREAS, the project was advertised for Request for Qualifications in XXXXXXXX and eighteen Statements of Qualifications were received on XXXXXXXX, and;

WHEREAS, the firms were ranked and DCS Engineering, LLC was selected as the most qualified firm, and;

WHEREAS, the City wishes to engage DCS Engineering, LLC to provide design and construction phases services for said infrastructure.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a professional services contract not to exceed $657,913.00 with DCS Engineering, LLC to provide design and construction phase services for the Avery Lake Wastewater Interceptor Project – Phase I and granting general authority to the City Manager to approve change orders on the contract involving a decrease or increase of $50,000 or less..

RESOLVED on this the 6th day of the month of July 6, 2017.

CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
CITY OF HUTTO
CONTRACT FOR ENGINEERING SERVICES

FIRM: DCS Engineering, LLC ("Engineer")
PROJECT: Avery Lake Wastewater Interceptor Project - Phase I

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ___ day of __________, 2017 by and between the CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1
CITY SERVICES

The City shall provide access to project files, including but not limited to; invoices, reports, and any other documentation needed to complete project data files per TxDOT requirements.
The City shall provide guidance and support for the following items:

A. Public Meetings as required
B. Project Alignment Coordination
C. City Utility Location and Identification
D. Adjacent Property Owner Coordination and Notification

ARTICLE 2
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in Exhibit A entitled “Scope of Services”.

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit B entitled “Work Schedule.” Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3
CONTRACT TERM

(1) **Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) **Work Schedule.** Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) **Notice to Proceed.** After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.
ARTICLE 4
COMPENSATION

City shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of six hundred fifty-seven thousand, nine hundred and thirteen ($657,913.00) as shown in Exhibit C. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit A. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

ARTICLE 5
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Scope of Work identified in Exhibit C. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.
ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit A until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

City’s Designated Representative for purposes of this Contract is as follows:

Matt Rector, P.E.
City Engineer
210 US 79 East, Suite 103
Hutto, Texas 78634

City’s Designated Representative shall be authorized to act on City’s behalf with respect to this Contract. City or City’s Designated Representative shall render decisions in a timely manner pertaining
to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer’s Designated Representative for purposes of this Contract is as follows:

Darren C Strozewski, P.E.
Principal
1101 S. Capital of Texas Hwy
Building G-100
Austin, Texas 78746
Telephone Number: (512) 614-6171
Fax Number: (512) 284-8021
Email Address: dstrozewski@dcse-engineering.com

ARTICLE 9
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City’s election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

(1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and

(2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.
ARTICLE 10  
SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be affected by City giving Engineer thirty (30) calendar days’ verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11  
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12  
CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.
ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Instruments of Service”) prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City’s sole risk and without liability to Engineer, and, to the extent permitted by law, City shall indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.
City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City’s sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.
ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City’s comments on Engineer’s preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer’s default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days’ written notice to Engineer.

5. By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering
Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled “Compliance with Laws.” If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer’s direction or control.
Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

**ARTICLE 23**
**ENGINEER’S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer’s responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

**ARTICLE 24**
**ENGINEER’S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

(1) **Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) **Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/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 for the construction of the project.

**ARTICLE 26**
**INSURANCE**

(1) **Insurance.** Engineer, at Engineer’s sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its
insurer.

(2) **Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer 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 Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer 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.

(3) **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Matt Rector, P.E.
City Engineer
210 US 79 East, Suite 103
Hutto, Texas 78634

(b) 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.

(4) **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, 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.”

**ARTICLE 27**

**COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.
ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER’S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

Matt Rector, P.E.
City Engineer
210 US 79 East, Suite 103
Hutto, Texas 78634
and to:

Michael A. Shaunessy  
City Attorney  
600 Congress Ave., Ste 2100  
Austin, TX 78701

Engineer:

Darren C Strozewski, P.E.  
Principal  
1101 S. Capital of Texas Hwy  
Building G-100  
Austin, Texas 78746

ARTICLE 33
GENERAL PROVISIONS

(1) **Time is of the Essence.** Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer’s standard of performance as defined herein. Where damage is caused to City due to Engineer’s negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer’s payments hereunder without waiver of any of City’s additional legal rights or remedies.

(2) **Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) **Enforcement and Venue.** This Contract shall be enforceable in Hutto, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) **Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer’s profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.
(5) **Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer’s experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) **Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**ARTICLE 34**
**SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF,** the City of Hutto has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF HUTTO, TEXAS

By: ________________________________
   Odis Jones, City Manager

Date: ________________________________

DCS ENGINEERING, LLC
1101 S. Capital of Texas Hwy, Building G-100
Austin, Texas 78746

By: ________________________________
   Signature of Principal

Printed Name: Darren C Strozewski, P.E.

Date: ________________________________
   6/22/17
LIST OF EXHIBITS ATTACHED

(1) Exhibit A  Scope of Services
(2) Exhibit B  Work Schedule
(3) Exhibit C  Fee Schedule
(4) Exhibit D  Certificates of Insurance
EXHIBIT A
SCOPE OF SERVICES

In accordance with the Professional Services Agreement for the Avery Lake Wastewater Interceptor Project Phase I between City and Engineer ("Agreement"), City and Engineer agree as follows:

Title: Avery Lake Wastewater Interceptor Project - Phase I

1. Specific Project Data

A. Description:
Phase I of the project involves installation of approximately 14,400 feet of 15-inch to 24-inch sanitary sewer interceptor pipe along Brushy Creek, the Heights at Deerfield Subdivision, and Business Park 79. The gravity interceptor will be designed to collect flow beginning north of existing Business Park 79 at the site of the HISD proposed school location. Wastewater will flow south, crossing Highway 79 and Union Pacific Railroad via bore and jack, travel south to Brushy Creek, and turn to cross SH 130 via open cut construction. The interceptor will tie-in to the existing Phase II-B Brushy Creek Interceptor near the intersection of FM 685 and Brushy Creek.

The engineering process will include work needed to evaluate the wastewater interceptor sizing and ultimate service areas. Surveying, environmental evaluations of the route, geotechnical, permitting, design (civil, structural, electrical, traffic control), bidding, and construction administration are included in the attached scope of services. The Texas Water Development Board (TWDB) is the anticipated source of funding for the project. DCS will prepare required additional engineering documents and manage the TWDB funding process. Services provided for TWDB are included in ITEM 7.0 of the attached scope.

DCS anticipates easement acquisition as part of this project since the majority of the work is anticipated to be outside existing easements, City owned land, or within existing public rights of way. Easements will not be created for portions of the interceptor alignments that are within existing City owned lands. Coordination and easement exhibit creation is included for easements across seven tracts for Phase I. DCS will coordinate access within existing TXDOT, County, and Union Pacific Railroad right-of-ways. DCS will work closely with City of Hutto to coordinate and support the necessary easement acquisitions for this project.

The engineer’s opinion of most probable construction cost for the facilities reflects current market conditions and the conceptual design’s scope of construction work required to implement the project. The Phase I engineer’s opinion of most probable construction cost including 15% contingency but excluding easement and professional engineering fees equals $4,359,000. The total estimated cost for easement acquisition for Phase I, with the associated third party professional services is estimated to add $707,000 for a construction and easement project cost of $5,066,000, which excludes professional engineering fees. Costs will be confirmed in the first step of the below project so that the City can finalize its decision on the infrastructure it desires to be constructed.

B. Number of Construction Contracts: The Phase I project is anticipated to be constructed under a single construction contract. The City has indicated that a future Phase II project could be added to this Phase I project so that they are bid and constructed as one set of plans and specifications; and acquisition of TWDB funding as one application. However, the City will not be in a position to determine this until its October 5, 2017 Council meeting. Thus, tasks and associated fees in the Phase II proposal have been structured to allow the City the flexibility to exercise this option. The additional fees to add the Phase II project to the Phase I project are strictly and solely included in the Phase II proposal under separate cover.
2. Services of Engineer

For Phase I, the Engineer shall provide the following scope of work related to the engineering design of:

- Approximately 14,400 linear feet of 15-inch to 24-inch sanitary sewer interceptor by open cut construction
- Approximately 450 linear feet of 18-inch sanitary sewer via boring and jacking Highway 79 and Union Pacific Railroad
- Seven (7) 8-inch to 15-inch sanitary sewer stub-outs (each 20 ft in length)

ITEM 1.0 - PROJECT MANAGEMENT

1.1 Management Plan
The ENGINEER shall prepare a Management Plan, which shall include the project Scope of Work, organization responsibilities, communications procedures, schedule, budget, quality control process, and billing.

1.2 Subconsultant Management
The ENGINEER shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants is included under Section 4.

1.3 Project Meetings
The ENGINEER shall conduct project meetings to obtain input and decisions from City staff. ENGINEER shall be responsible for developing meeting agendas and shall prepare the material as needed to achieve the meeting objectives. ENGINEER shall prepare meeting minutes and submit them electronically to the City Engineer. Specific meetings planned for project management purposes are as follows:

1.3.1 Project Kickoff Meeting: The ENGINEER shall conduct a project kickoff meeting at the City offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communications procedures, and review the project schedule. ENGINEER shall identify any information needed from City staff to complete the work.

1.3.2 Preliminary Design Workshop/30 Percent Design Review: The ENGINEER shall conduct a workshop at the City office during the preliminary design phase. Items to be discussed during the workshop may include, but not be limited to, sanitary sewer alignments, utility conflicts, technical issues, easement acquisition, decisions needed from City staff, etc.

1.3.3 60 Percent Design Review: The ENGINEER shall conduct a 60 Percent design review at the City office after submittal and City review of the 60 percent plans. The purpose of this meeting is to collect and discuss city comments on the 60 percent design plans, identify any decisions needed from City staff, etc.

1.3.4 90 Percent Design Review: The ENGINEER shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.

1.3.5 Monthly Status Meetings: The ENGINEER shall conduct monthly status meetings at the City office during the course of the work. Items to be discussed during the monthly meeting may include, but not be limited to, progress reports, technical issues, policy interpretations, anticipated challenges, decisions needed from City staff, goals, invoices, etc. The City Engineer shall schedule the meetings and may cancel or call for additional meetings as needed.

1.4 Quality Assurance/Quality Control
The ENGINEER shall provide Quality Assurance/Quality Control by having a senior representative of the ENGINEER review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.
1.5 Project Schedule
The ENGINEER shall prepare a Project Schedule in order to identify the critical path(s) and challenges within the implementation of the Project.

1.6 Engineer’s Opinion of Most Probable Cost
The ENGINEER will prepare an “Opinion of Most Probable Cost” which shall include the estimated construction cost for the interceptor at the conclusion of the Preliminary Design, 90% Plan Submittal, and Final Submittal of work. Additional costs will be included for easements and “soft” costs (engineering fees, surveying fees, legal fees, permitting fees, etc.) associated with the final design and easement acquisition.

ITEM 2.0 - STUDY AND REPORT SERVICES

2.1 Rights of Entry for anticipated Easements: Research the ownership and mailing address of each property owner along the proposed route(s), prepare “right of entry letters”, mail, and file owner’s response. The City will inform each property owner (prior to mailing the letters) about the importance of gaining access onto their properties in order to conduct field investigations, surveys, soil sampling, etc. through the duration of the engineering work. We have found that when the right of entry is personally discussed with each property owner (in lieu of merely sending them a “form” letter), the property owners are much more amenable to granting the entrance rights. We desire for the City to secure rights of entry as soon as possible after authorization to begin work is given to DCS.

2.2 Floodplain Delineation including cross-section determination, cross-section development, channel profiling, hydrologic modeling, hydraulic modeling, 100-year water surface profiling, and hydraulic report are explicitly excluded from this scope of work. The FEMA FIRM map will be used for this information which is scheduled to be formally updated for Brushy Creek and its tributaries which will be crossed by the proposed interceptor in June 2017. Updated information to be used from this FIRM map include: 100-year floodplain limits, floodway, and 100-year water surface elevations at the designated creek cross sections as shown on the map. This information will be used to establish the horizontal and vertical locations of the proposed manhole rims and vent elevations along the proposed interceptor route. Moreover, if a landowner intends to reclaim acreage within the 100-year floodplain limits at a future date, DCS will adjust the interceptor alignment to account for this but only if hydraulic modeling results, showing the new horizontal limits of the 100-year floodplain with associated 100-year water surface elevations, are provided to DCS in a sealed engineering report by a State of Texas licensed professional engineer.

2.3 Wastewater Flows
2.3.1 Growth projections, updated land use plan, and living unit equivalent (LUE) densities will be used from City maps. This information will be used in various portions of the proposed engineering effort including ultimate wastewater demands for the proposed Phase I sanitary sewer interceptor. This project does not include the development of a City land use plan.

2.3.2 The wastewater analysis will include work needed to evaluate the wastewater interceptor sizing, location, service area sub-outs/flow injection points, and entire Phase I service area, including the existing developed and undeveloped areas that will contribute flow during the lifetime of the interceptor. Land uses will be determined from the City’s current land use maps and updated, if needed, to reflect ultimate land use of the tract. All land use densities will be confirmed with the City. Wastewater flows will be modeled to calculate the capacity for the proposed wastewater interceptors at critical points along the route to confirm pipe size, depth, and slope are adequate to serve the sub-basins. Existing Brushy Creek Interceptor and Enclave Lift Station and Forcemain will be analyzed to review service area and current and ultimate capacities.

2.3.3 The City will electronically convey the geographic information system (GIS) shape files containing the above information for use by ENGINEER.
2.4 Route Wastewater Interceptor

2.4.1 The ENGINEER will research and obtain applicable documents for ownership, deeds, utility or other easements within subject parcels, and public right-of-ways for use in establishing the routes of the interceptor.

2.4.2 The ENGINEER will prepare a schematic map of the proposed routes utilizing CAPCOG aerial photographs, City of Hutto Lidar data, City GIS data, FEMA floodplain delineation, parcel maps, preliminary design considerations, and record drawings of previous infrastructure projects in the vicinity. Based on this work, the ENGINEER and City will define routes for the interceptors and sewer stub-outs.

2.4.3 Utilizing the latitude and longitude coordinates obtained from above, the ENGINEER will hike the alignments using a handheld GPS, and field stake the recommended alignments for review with each property owner. ENGINEER will make adjustments to the field staked alignment based upon field observations and property owner input. The ENGINEER will document the alignment with digital photographs for future reference.

2.4.4 The ENGINEER shall coordinate with the official maps for the Edwards Aquifer Recharge and Transition Zones located at TCEQ and the Edwards Underground Water District.

2.4.5 The ENGINEER shall coordinate the interceptor design with plans and specifications, design completed or underway by others, of any projects within the vicinity that may impact the interceptor. City shall provide ENGINEER with one copy of the plans and specifications for any project identified as impactful.

2.5 Interceptor Activation Plan

2.5.1 ENGINEER shall incorporate into the Technical Memorandum and Final Design the measures required to serve developments which come on-line and require wastewater service prior to the completion of the interceptor. Infrastructure, phasing, and a sequence of construction plan to accommodate the selected scenario will be identified in the technical memorandum under Item 2 of this Task Order. The plan will also identify activation time frames for new systems to come on-line and begin operating; and identify specific details requiring attention for a smooth transition.

2.6 Technical Memorandum

2.6.1 The ENGINEER shall prepare a Technical Memorandum summarizing the findings and alternatives for the proposed Phase I interceptor, including 15” to 24” interceptor with approximately 450 ft of bore and jack construction, 8” to 15” sanitary sewer stub-outs, the associated ultimate service area. Potential challenges and recommendations for the implementation of the Project with respect to the existing wastewater facilities will be identified.

2.6.2 The Technical Memorandum will include the evaluation of the wastewater interceptor sizing and specifically defining the ultimate service area with its associated LUE capacity using 280 gpd/LUE, as defined in the City’s Design Manual. The ENGINEER will include pipe size, depth, and slopes adequate to serve this service area’s sub-basins.

2.6.3 For each of the facilities to be constructed under this project and Item 2.0, the Engineer shall prepare and submit conceptual alignments clearly illustrating the facilities proposed, site locations and layouts contemplated. The technical memorandum shall include the selected interceptor route and an Engineer’s Opinion of Probable Cost for each facility. Upon inclusion of comments from City staff, ENGINEER shall complete the technical memorandum based on the comments, then submit ten (10) copies of the final memorandum.

2.6.4 Public Meetings: ENGINEER shall prepare and present a power point presentation (up to 5 slides) summarizing the findings for presentation to City Council at two separate council meetings.
ITEM 3.0 - PRELIMINARY DESIGN SERVICES

3.1 Surveying

3.1.1 Topographic Survey – Prepare a topographic survey of the adjusted routes as defined in the Technical Memorandum, Item 2.6. As part of the easement and topographic survey, street, and highway right of ways; and property boundaries will be established as required for easement preparation. All surface features will be located along with underground utilities as marked in the field by the Texas One-Call System. This survey scope of work is based on the below items:

a. Phase I - Wastewater Interceptor to existing Phase II-B Brushy Creek Interceptor stub out: 14,400 linear feet comprised of an 80 ft width for the entire route. Obtaining the top bank on only the nearest side of Brushy Creek or Brushy Creek Tributaries; and an associated creek flow line along the entire route of the interceptor (where applicable).

b. Sanitary Sewer Stub-outs: Topographic surveying of these future extensions is specifically excluded from this proposal. The ENGINEER shall use City Lidar data in his preliminary design of these stub-outs to confirm ample depth is provided to achieve service to the far reaches of the individual sub-basins of the interceptor’s service area that the stub-outs are intended to serve.

3.1.2 Prepare Easements – Prepare a metes and bounds description along with an accompanying drawing of each temporary and permanent easement to be used as an attachment to each easement document (as prepared by the City’s legal counsel and/or easement acquisition firm). This proposal is limited to the acquisition of a total of 7 permanent easements with an adjoining temporary easement for Phase I interceptor, sanitary sewer stub-outs, and construction access. One construction laydown area is included and will be adjacent to and expand one of the temporary construction easements. If additional easements are deemed necessary for the project, then additional scopes and fees will be prepared for the quantity of additional easements that are required. Temporary and permanent easement limits will not be staked in the field as part of this work.

3.1.3 Borehole locations from the geotechnical investigation will be surveyed at the time the topographic survey is conducted.

3.1.4 Three permanent benchmarks shall be established for the project using existing structures (i.e. bridges, inlets, headwalls, etc) or set in new poured concrete posts that are approximately eight feet deep. The locations will be coordinated and agreed to with the City during this phase of the work. These permanent bench marks shall be used in proposed and future construction projects. Horizontal control shall be on the Texas State Plane Coordinate System, NAD 83, Central Zone Grid Coordinates by utilizing GPS static observations and OPUS solutions to achieve second-order accuracy. The vertical control shall be based on NAVD 88 vertical datum by utilizing GPS static observations. A brass survey cap including permanent magnet, a minimum of 2” diameter, shall be cast, epoxied, or grouted into the top of the structure. The following information shall be stamped into the survey cap: a) precise northings and eastings marking the point being monumented, b) registration number of the surveyor in charge, and c) monument number assigned by the City.

3.1.5 The survey shall also include the establishment of temporary benchmarks with horizontal and vertical control points using the same coordinate system.

3.1.6 A tree survey shall be conducted in accordance with the City of Hutto standard requirements for 8” diameter trees and larger. For areas where the interceptor work will be in proximity to, but will not have the potential to demolish existing trees, the brush lines/tree line shall be obtained.

3.1.7 Utility Potholing – Potholing of existing utilities in unpaved areas to confirm horizontal and vertical locations is specifically excluded from this scope of work. If potholing is deemed necessary during the project, then a contract amendment will be
necessary. If potholing is performed, locations will be based on record drawing locations of existing wet utility lines. No dry utilities (phone, cable, gas, electric) will be potholed. The pothole locations will be surveyed by the project surveyor.

3.2 Geotechnical Investigation

3.2.1 The ENGINEER will manage and coordinate the efforts of the Geotechnical Engineer for the geotechnical analysis for the Project. Boreholes shall be drilled at ten (10) strategic locations for Phase I. Drill depths will be up to 30 ft below natural ground along the route in order to establish the basis of design for the pipeline, trench design, embedment, backfill, manholes, bore & jack operations, and appurtenances. All 10 of these borings will be drilled to 20 ft to 30 ft deep for the interceptor spaced at about 1,500 foot intervals. Total drilled depth is 270 ft for Phase I. Geotechnical Engineer shall provide soil data required to calculate a recommendation on pipe stiffness and embedment to be used for the various depths of bury. The pipelines are anticipated to be constructed in Austin Limestone or Taylor Clay. Groundwater depths and cave in depths will be recorded and included in the report for all the bores.

3.2.2 The Geotechnical Engineer shall provide recommendations for precast concrete manholes and fiberglass reinforced manholes via open cut construction on the interceptor.

3.2.3 The Geotechnical Engineer shall prepare one (1) report for use in the design and construction of the interceptor which will further detail the soil conditions for the basis of design, bidding, and construction.

3.3 Environmental Considerations

The ENGINEER shall conduct environmental evaluations of the Phase I proposed interceptor route related to Section 404 permitting, endangered species, and archeology.

3.3.1 Section 404 Permitting

The ENGINEER shall determine the impacts to jurisdictional areas and regulatory permitting requirements as a result of the proposed interceptor. An on-site investigation will be required to conduct a jurisdictional determination for the presence of waters of the U.S. regulated under Section 404 of the Clean Water Act. The purpose of the jurisdictional determination is to identify waters of the U.S. as outlined in the U.S. Army Corps of Engineers' (USACE) Regulatory Program Regulations Section 33 CFR 328.2 that may be potentially impacted by the proposed facility.

The ENGINEER shall provide a preliminary jurisdictional determination (PJD) report identifying any jurisdictional water of the U.S. To provide the PJD report, ENGINEER will perform the following subtasks:

a. Investigate the proposed project routes and delineate all waters of the U.S. including their adjacent wetlands;

b. Locate all jurisdictional waters and adjacent wetlands and delineate with a handheld GPS device;

c. Prepare a PJD report including maps of delineated jurisdictional areas;

d. Identify and quantify potential impacts to waters of the U.S. including wetlands;

e. Provide a summary letter detailing Section 404 permitting options, if potential impacts to jurisdictional areas are identified.

f. This project is not expected to be permitted under Nationwide Permit No. 12 – Utility Line Activities. If it is determined that this is required, ENGINEER shall prepare an additional scope and fee for the services which will include but not be limited to the following: ENGINEER shall coordinate Section 404 permitting with the USACE, if notification to the USACE for a 404 permit is required for the project. IES will prepare a pre-construction notification for submittal to the U.S. Army Corps of Engineers (USACE), if necessary. This task will include coordination with the USACE in order to obtain the 404 nationwide permit, which would include compliance with the general conditions for nationwide
permits such as archaeological survey, coordination with other state and federal review agencies as necessary, and a mitigation plan detailing compensatory mitigation proposed for impacts to jurisdictional waters of the U.S., if necessary.

3.3.2 Endangered Species
The ENGINEER shall manage and direct the Environmental Consultant to provide to the City of Hutto a letter report of an assessment for any potential threatened or endangered species as listed by the U.S. Fish and Wildlife Service and state natural resources as defined by the Texas Parks and Wildlife Department.

3.3.3 Archeological Survey
The ENGINEER shall manage and direct the Environmental Consultant to perform an archeological survey along the route and at the lift station site in compliance the Texas Antiquities Code and the National Historic Preservation Act.

3.3.4 City/County Ordinances and Regulations
The ENGINEER shall review the ordinances, guidelines, and regulations of the City of Hutto and Williamson County to determine and/or verify that the proposed interceptor is in compliance with such rules and regulations. The pipeline corridors will be surveyed for the presence of unusual soil discoloration, vegetation anomalies, or unusual odors from the proposed easement and adjacent tracts that could indicate hazardous materials contamination. Should any of these conditions be observed during the survey, the ENGINEER may recommend that a Phase I Environmental Site Assessment be conducted according to current standards of ASTM International under separate scope and budget.

3.4 Easement Requirements
3.4.1 Easement Identification
The ENGINEER will identify the land parcels, tracts, and lots from which easements will be required. A map will be prepared identifying each affected tract of land with a unique identifier and will include the current ownership, acreage, and recordation information based upon deed records obtained from the Williamson County Appraisal District.

3.4.2 Easement Width Recommendations
Based upon the preliminary plan and profile of the interceptor, the ENGINEER will recommend minimum easement widths required along the alignments of the Project. These easements and their corresponding widths will be clearly depicted on the preliminary plan view/layout drawings.

3.4.3 Preparation of the Easement Document
The City or its third party representative will meet with land owners, negotiate easement terms, coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Hutto’s City Attorney, and submit easement documents for official filing. The ENGINEER will provide the easement exhibit as described in this scope of work for attachment to this document.

3.4.4 Preliminary Estimate of Land Values
The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. The ENGINEER will obtain these easement values from the City for inclusion in the project’s overall cost.

3.4.5 Landowner Meetings
The City or its third party representative will meet with each affected property owner along the route of the interceptor to discuss the merits or concerns of the alignment. ENGINEER will incorporate results of these meetings into design of the project.

3.4.6 Interceptor Route Adjustments
Based upon the outcome of the landowner meetings described in 3.4.5, appropriate alignment adjustments may be made where deemed possible and/or practical to accommodate the property owners.
3.4.7 Attorney Services
During the course of the Work, the need for additional services related to the right of entry described above may be identified which require the services of a real property attorney. These potential services will be provided and paid for by the City.

3.4.8 Additional Services
This proposal does not include services related to the condemnation of any of the easements. If condemnation proceedings do occur, then we will negotiate said services at the appropriate time.

3.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers

3.5.1 Regulatory Agencies
The ENGINEER shall identify the regulatory agencies for which permitting of construction activities will be required and shall meet with, and coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The ENGINEER will prepare and process permits required by outside agencies. The City shall be responsible for permit fees and signatures as necessary for processing. Williamson County, TxDOT, Union Pacific Railroad, TCEQ, and the City of Hutto will be coordinated with for work within right of ways regarding proposed interceptor.

3.5.2 Williamson County
The ENGINEER shall coordinate crossings of Williamson County right-of-ways with the Area Engineer in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. The County's concerns will be incorporated into the preliminary and final design of the interceptor.

3.5.3 Texas Department of Transportation and Toll Road Authority
The ENGINEER shall coordinate crossings of TxDOT and Toll Road Authority highways with the Area Engineer's Office in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. Concerns will be incorporated into the preliminary and final design of the interceptor.

3.5.4 Union Pacific Railroad
The ENGINEER shall coordinate crossings of Union Pacific Railroad right-of-ways with the Area Engineer in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. Concerns will be incorporated into the preliminary and final design of the interceptor.

3.5.5 Private Utility Companies (Gas, Electric, Telephone, and Cable)
The ENGINEER shall review the preliminary interceptor plans with each private utility to clearly set forth the project objectives and to determine if any utility has any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.

3.5.6 Potable Water Providers
The ENGINEER shall review the preliminary interceptor plans with Jonah Water SUD and Manville WSC to clearly set forth the project objectives and to determine if there are any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.

3.5.7 Developments Adjacent to Proposed Interceptor
The ENGINEER will coordinate with the Owners of proposed developments along the interceptor route for desired service by the proposed interceptor.

3.6 Interceptor and Sanitary Sewer Stub-out Preliminary Design

3.6.1 The ENGINEER shall prepare a plan and profile of the proposed interceptor based upon the horizontal alignment, topographic survey, existing easements, proposed easements, and property boundaries for review with the City. The route will be based upon the one established under Item 2 of this scope.
3.6.2 The ENGINEER shall prepare a plan and profile of the sanitary sewer stub-out to the edge of the 100-year floodplain furthest away from the interceptor at seven (7) locations along the proposed Phase I route based upon the horizontal alignment, topographic survey, Lidar data (for areas beyond the limits of the survey), existing easements, proposed easements, and property boundaries for review with the City. The stub-out locations will be based upon those established under Item 2 of this scope. It should be noted here that only a 20 ft pipe stub-out will be included in the construction plans with a plug.

3.6.3 Utilizing the criteria set forth in City Design Standards and compliant with the TCEQ's Chapter 217, "Design Criteria for Domestic Wastewater Systems," the ENGINEER will verify pipe diameter(s) required for each segment of the interceptor as established under Item 2 of this Task Order.

3.6.4 The ENGINEER will evaluate various possible pipe and manhole materials including an analysis of the pros and cons involved with each alternative used to establish the Engineer's recommendation.

3.6.5 The ENGINEER shall evaluate various alternatives and set forth recommendations for the following:

3.6.5.1 Trench design
3.6.5.2 Embedment and backfill materials and methods
3.6.5.3 Jacking and boring

3.6.6 The ENGINEER shall perform calculations to determine the pipe stiffness(es) recommended for pipe material(s) based upon bury depth, trench configuration, and embedment method.

3.6.7 The ENGINEER shall evaluate testing methods and acceptance criteria used to establish recommendations to be incorporated into the "Technical Specifications."

3.6.8 The ENGINEER shall prepare an outline of the "Technical Specifications" and prepare a summary/briefing of the specifications recommended for the Project.

3.7 Preliminary plans and profiles, preliminary details, preliminary technical specifications, and a preliminary Engineer’s Opinion of Probable Cost will be provided to the City to conclude the efforts defined under Item 3. Upon review by the City, ENGINEER will include City staff comments and move forward into the final design phase.

ITEM 4.0 - FINAL DESIGN SERVICES

4.1 ENGINEER shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications."

4.2 Prepare plans and specifications (contract documents) for construction of facilities enumerated in the above Technical Memorandum under Item 2.5 and Preliminary Design under Item 3.0 as authorized by the City. Half size drawings (i.e. 11” x 17” drawings) and project manual (i.e. specification book) will be produced for this project. Plans and specifications shall be per the City’s regulations (latest edition) and Engineering Design Guidelines & Construction Standards (latest edition) and all updates of these standards up to the time of the beginning of the bidding phase.

4.3 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).

4.4 Submit required information and/or plans and specifications to obtain approval or permits from TXDOT, Corps of Engineers, TCEQ (wastewater department), Williamson County, private water suppliers (Jonah and ManvilleWSC), and City of Hutto for the proposed sanitary sewer line.

4.5 Deliverables:

4.5.1 60 Percent Design Submittal: The 60 Percent design submittal will include plans only.

4.5.2 90 Percent Design Submittal: The 90 Percent design submittal will include plans, specifications, and 90% Engineer's Opinion of Probable Construction Cost.
4.5.3 Final Submittal: The final submittal will include final plans, specifications, and Engineer's Opinion of Probable Construction Cost.

ITEM 5.0 - BIDDING SERVICES

5.1 Assist the City in receiving bids from General Contractors for this project. Work will include conducting a prebid meeting with the Contractors to review the scope of work as presented on the contract documents described above. Addenda to the bid documents shall be generated as required to address Contractor comments or questions. Additional costs for advertising are not included in this fee proposal and will be billed separately, if required.

5.2 The bid documents will be structured to have one bid for the Project.

5.3 Civcast will be utilized to maintain the plan holder and distribution lists. Civcast will provide bid packages to the Contractors at no cost. DCS will provide PDF copies of the plans and specification book to Civcast for their use.

5.4 Assist the City in the opening and tabulation of bids for construction of the Project, and consult with the City as to the proper action to be taken, based on the engineering considerations involved.

5.5 Assist in the preparation of formal Contract Documents, perform the bid tabulation, and letter of recommendation of award for Contractor.

ITEM 6.0 - CONSTRUCTION PHASE SERVICES

6.1 Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the City Engineer's office.

6.2 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.

6.3 Administer monthly construction status meetings and conduct site visit on the same day. Review and recommend for approval Contractor pay request applications. Perform construction management duties for overall project that normally arise during daily construction activities.

6.4 Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.

6.5 Prepare full size record drawings utilizing hand marked changes to the construction plans. Furnish one electronic PDF copy on CD and two 11 x 17 copies of the record drawings to the City.

6.6 Resident Project Representative Services are specifically excluded from this scope of work. Therefore, daily or weekly inspection of the work will not be conducted by DCS. In accordance with City requirements, the City of Hutto's Resident Project Representatives will be performing these duties on this project.

6.7 DCS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. DCS shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

6.8 Construction Staking – Temporary and permanent easement limits will not be staked in the field as part of this work. Construction layout, cut sheets, and staking for line and grade are
specifically excluded from this scope of work and shall be provided and paid for by the construction contractor.

6.9 Construction Materials Testing - Construction materials testing is not included in this scope of work.

ITEM 7.0 – TEXAS WATER DEVELOPMENT BOARD SERVICES

7.1 TWDB Additional Required Engineering Items: The City of Hutto plans to obtain TWDB SRF monies for the proposed wastewater interceptors. Presently, the City has submitted the TWDB’s Project Information Form and the City has been selected by TWDB to potentially receive funding. The TWDB application for funding has been started (by others) but is not complete or formally submitted to TWDB. The below scope of work will begin with the completion of the above mentioned application and continue through project funding and ultimately project construction close-out with TWDB. Moreover, the preparation of additional engineering documents, environmental engineering reports, effort, and administration of the TWDB funding process will be required. The below effort does not include production of financial portions of the application and process. These shall be provided by City Staff. The effort would include the following and as additionally enumerated in the TWDB program guidance manual:

7.1.1 Manage and administer the TWDB funding process through all phases including application, planning, design, bidding, construction, and project close-out

7.1.2 Preparation and Submittal of Application for Financial Assistance

7.1.3 Prepare and Submit an Engineering Feasibility Report

7.1.4 Prepare and Submit an Final Engineering Design Report

7.1.5 Manage Additional Environmental Considerations of subconsultant

7.1.6 Address TWDB review comments on reports, plans, and specifications

7.1.7 Incorporate TWDB bidding forms and documents into construction contract, plans and specifications for Non- Equivalency funding (i.e. no federal funds included in TWDB loan, only State of Texas funds included)

7.1.8 Submit documentation that bidding process conformed to TWDB requirements

7.1.9 Submit required number of copies of reports, plans and specifications to TWDB for their review and approval for above activities

7.1.10 Prepare and submit quarterly Outlay Reports during the project’s life

7.2 TWDB Additional Engineering Items: The City of Hutto has elected to use TWDB SRF monies for the proposed wastewater interceptor. Thus, the preparation of an Environmental Information Document (EID) will be required. This effort will include preparation, submission, and FONSI:

7.2.1 Preparation and submission of the draft EID for this project in accordance with TWDB Guidelines for the Preparation of Environmental Information Documents.

7.2.2 Revise Draft EID: This task will include revising the Draft EID in accordance with one set of comments from DCS Engineering, one set of comments from the City of Hutto, and two sets of comments from TWDB.

7.2.3 Notice of Availability of EID: After receiving preliminary approval of the Draft EID from TWDB, a notice of availability of the EID will be prepared and published in a newspaper of general circulation in the City of Hutto. The notice will be published once and will allow at least 30 days of availability to review.

7.2.4 The Engineer will send the Draft EID for review and comment to the Texas Parks and Wildlife Department, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers Fort Worth District, and Texas Commission on Environmental Quality. TWDB will coordinate with the Texas Historical Commission.

7.2.5 Prepare Final EID: The Final EID will include any necessary revisions from the public review process and agency coordination. Up to ten (10) copies of the Final EA will be prepared and submitted for approval on paper and electronically.
7.2.6 This Scope of Services does not include any public meetings, public hearings, archeological field surveys, Formal or Informal Section 7 Consultation with the U.S. Fish and Wildlife Service, a Biological Assessment/Biological Evaluation (associated with endangered species/habitat impacts), noise analysis, air quality analysis, USACE Section 404 permitting or any mitigation designs or plans associated with Section 404 permitting. Should any of these services be determined necessary, the Engineer will perform the associated work as additional services.

3. **Owner's Responsibilities**

   A. Owner shall be responsible for permit fees, cost of newspaper advertisements for all phases of the project, and signatures as necessary for processing.
   
   B. Owner shall provide record drawings and geotechnical reports for City roadways and utilities in proximity to or which the proposed project crosses.
   
   C. Per the Easement Requirements discussion in Item 3.4 above, the City or its third party representative will meet with land owners, negotiate easement terms based on DCS's project needs/recommendations. DCS will coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Hutto's City Attorney. The City will submit easement documents for official filing. The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. Services of a real property attorney, if required, will be provided and paid for by the City.
   
   D. City or its third party representative shall inform each property owner (prior to mailing the right of entry letters) about the importance of gaining access onto their properties in order to conduct field investigations, surveys, soil sampling, etc. through the duration of the engineering work. And assist in obtaining permission from the land owners for the right of entry to the properties to conduct the activities outlined in this proposal. DCS shall prepare the right of entry letter(s) outlining the easement and/or proposed scope of work to the land owner(s).

4. **SubConsultants:**

   A. Surveying – Inland Geodetics, LLC
   B. Geotechnical Engineer – Arias & Associates, Inc.
   C. Environmental & Archeological – Integrated Environmental Solutions, LLC.

5. **Other Modifications to Agreement:**

   None
EXHIBIT B
WORK SCHEDULE

Authorization to Proceed: Signing of this Agreement for services shall be authorization by the Owner for DCS to proceed with the work on designing Phase I.

The timeline is based on receiving the notice to proceed by July 1, 2017. Construction for Phase I will reach substantial completion by March 1, 2019 and a final completion date by April 1, 2019 which includes the average number of rain days per month experienced in Central Texas. The required final completion date by the City is May 30, 2019. Substantial completion will be defined in the bid documents to the Contractor as the Phase I interceptor being capable of safely, reliably and consistently conveying raw sewage into the existing Brushy Creek Interceptor and thence into the Enclave Lift Station.

The services for the study and report phase (two months), preliminary design (two month), final design (3 months), client review and DCS response to comments (two months), bidding and award (two months), and construction (ten months) will be performed over a total of 21 months with completion dates as noted below.

- Notice to Proceed
- Study and Report Phase
- Preliminary Design
- Final Design – 90% Design Submittal
- Client 90% Design Review
- Final Design – 100% Design Submittal
- Advertisement
- Bid Opening
- Award
- Contractor’s Notice to Proceed
- Substantial Construction Completion
- Final Construction Completion/Close-out

Issued by July 1, 2017
Complete by September 1, 2017
Complete by November 1, 2017
Complete by February 2, 2018
Comments to DCS by March 2, 2018
Complete by April 2, 2018
April 3, 2018
May 3, 2018
May 17, 2018
June 1, 2018
March 1, 2019
April 1, 2019

TWDB Schedule:
The schedule for securing funds from TWDB does not currently align with the design schedule for this project. Thus, another source of funds other than the proposed new TWDB funds will need to utilized for the design phase of this project. The time needed to produce the TWDB documents, submit to TWDB, TWDB review/approve, and TWDB issue the funds to the City will require a total of about 6.5 months.

An estimated 2.5 months is required to complete the work for TWDB and generate the reports. Another four months is understood to be realistic duration to achieve approval. Thus, TWDB funds will not be received by the City until about 6.5 months (minimum) as measured from July 1, 2017.

DCS will work with the City to establish the most advantageous dates to begin bidding the project. The below dates are the anticipated dates only for the tasks associated with obtaining funding from TWDB:

- Engineering and Environmental Submittals to TWDB: September 15, 2017
- Fastest Staff Review and Approval by TWDB: November 15, 2017
- Likely Date of Funds to City from TWDB: January 15, 2018

The period of service will be through construction project completion and project closeout with TWDB.
EXHIBIT C
FEE SCHEDULE

Terms of compensation:
Our proposed fees for the above detailed scope of work are provided on a lump sum or time and material fee basis as noted in the attached table. For lump sum fee tasks, certain out-of-pocket expenses, including plotting and reproduction, deliveries, automobile mileage, equipment rental, and travel expenses are included in the fees shown in the attached table. The above referenced services will be performed within the duration discussed above. DCS will invoice monthly for services rendered the preceding month based on the effort expended to date for services completed per project task. Client shall pay DCS within 45 days for the services rendered and invoiced. The period of service will be through the completion dates noted above or upon completion of the task. For time and material tasks, staff will be billed separately per the Standard Hourly Rate Table by DCS Staff Category and utilized as needed. Additional Services beyond the time and material fee shown in the attached table will be billed at the current DCS Standard Hourly Rate Table with written approval from the City prior to performing the identified effort.

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<td>160</td>
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<td>7.1.6 Address TWDB Comments on reports, plans, and specifications</td>
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<td>7.1.7 Incorporate TWDB bidding forms and documents into construction contract, plans, and specifications</td>
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<td>7.1.8 Submit documentation on bidding process to TWDB</td>
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<td>7.1.9 Submit required copies of reports, plans and specifications to TWDB</td>
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<td>7.1.10 Prepare and Submit quarterly Outlay Reports</td>
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<td>7.2.6 Exclusion of Public Meetings, Hearings, and Additional Surveys</td>
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EXHIBIT D
CERTIFICATES OF INSURANCE
See Attachment
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Sponsored Programs
a division of Marsh USA Inc.
PO Box 14404
Des Moines IA 50306

INSURED
DCS Engineering LLC
1101 S Capital of TX Hwy, G-100
Austin TX 78746

CONTACT
NAME
PHONE
LIC No Exp 800-338-1391
FAX
INSURER(S) AFFORDING COVERAGE
INSURER A: RLI Insurance Company 13056
E-MAIL
address: acceclientrequest@marsh.com
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURER NAIC #

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>ADOL (Y/N)</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policy is not project specific.

CERTIFICATE HOLDER
City of Hutto
City Manager
401 W. Front Street
Hutto, TX 78634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
Marsh Sponsored Programs
a division of Marsh USA Inc.
PO Box 14404
Des Moines, IA 50306

INSURED
DCS Engineering LLC
1101 S Capital of TX Hwy, G-100
Austin, TX 78746

CONTACT NAME
Phone: 800-338-1391
Fax: 888-621-3173
Email: acecclientrequest@marsh.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Sentinel Insurance Company Ltd
INSURER B: Hartford Underwriters Insurance Co

NAIC #: 11000
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

COVERAGE NUMBER:

05/15/2017

05/15/2018

LIMITS

EACH OCCURRENCE

$1,000,000

$1,000,000

MED EXP (Any one person)

$10,000

PERSONAL & ADJ INJURY

$1,000,000

GENERAL AGGREGATE

$2,000,000

PRODUCTS - COMPOP AGG

$2,000,000

COMBINED SINGLE LIMIT

$1,000,000

BODILY INJURY (Per person)

$1,000,000

BODILY INJURY (Per accident)

$1,000,000

PROPERTY DAMAGE (Per accident)

$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if space is required)

When required by written contract: City of Hutto is included as additional insured for above coverages except WC. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of Subrogation is included in favor of additional insureds.

CERTIFICATE HOLDER
City of Hutto
City Manager
401 W. Front Street
Hutto, TX 78634

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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