

PUBLIC HEARING

Approval of Short-Term Rental Permit Application at 1312 Greenlawn Pkwy. (Greenlawn Place Subdivision, Lot 06, 0.2767 Acres), Blanco, Texas 78606, (Property Owner: Tejas Heritage Homes, LLC).



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 1/14/25

DESCRIPTION: Request to allow an STR at 1312 Greenlawn Parkway

ANALYSIS: The requested STR at 1312 Greenlawn Parkway meets all the requirement of an STR. There is no non-owner occupied units on that block or nearby. The home is an existing model home and not occupied so this would provide income and a tax base.

FISCAL IMPACT: Additional HOT taxes

RECOMMENDATION: P&Z recommends approval of the requested STR to City Council.

1311 Greenlawn Pkwy



Blanco, Texas
Google Street View
Sep 2023 See more dates

Image capture: Sep 2023 © 2025 Google



December 17, 2024

City Secretary of Blanco

DEC 23 2024

I am responding to the certified letter received regarding the request from Texas Heritage Homes to develop a plot of land at 1312 Greenlawn Pkwy, Blanco.

My main concern about this proposed development of a short term rental is the water issue we are dealing with in Blanco. I basically have let my yard go to weeds because of water restrictions...although I have a neighbor who doesn't seem to care about restrictions...and if this is a rental property, there will be no way to monitor if the potential renters will adhere to the restrictions.

Sincerely,

A handwritten signature in cursive script that reads "JoAnn Chase".

JoAnn Chase

1010 13th Street

STAFF
CITY HALL

**STAFF
FINANCE
DEPARTMENT**

City of Blanco
 Financial Statement
 As of December 31, 2024

1/9/2025 2:15 PM

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Ad Valorem Tax Revenue	35,258.82	76,624.18	629,650.11	12.17%	553,025.93
Tax Revenue	122,319.81	317,519.72	1,205,000.00	26.35%	887,480.28
Other Revenues	3,763.00	3,936.00	9,105.00	43.23%	5,169.00
Grant Revenue	0.00	0.00	12,000.00	0.00%	12,000.00
Court Fines and Fees	3,330.02	19,607.28	220,920.00	8.88%	201,312.72
Permit Fees	550.00	17,441.62	70,050.00	24.90%	52,608.38
Interest Income	4,364.94	13,302.33	80,000.00	16.63%	66,697.67
Revenue Totals	<u>169,586.59</u>	<u>448,431.13</u>	<u>2,226,725.11</u>	<u>20.14%</u>	<u>1,778,293.98</u>
Expense Summary					
Community Aide and Events	749.91	749.91	13,900.00	5.40%	13,150.09
Education and Training	3,163.89	8,886.39	31,945.00	27.82%	23,058.61
Outside Services	17,346.08	27,230.58	217,778.78	12.50%	190,548.20
Personnel	91,627.56	279,654.35	1,416,810.39	19.74%	1,137,156.04
Travel Expenses	591.54	1,157.02	10,488.00	11.03%	9,330.98
Services	5,567.00	18,706.94	35,611.00	52.53%	16,904.06
Supplies	947.07	947.07	57,050.00	1.66%	56,102.93
Other Expenses	1,195.00	14,853.25	86,284.00	17.21%	71,430.75
Computers	3,525.39	18,271.25	64,271.00	28.43%	45,999.75
General Insurance	20.00	56,658.92	58,380.45	97.05%	1,721.53
Maintenance	856.48	856.48	32,500.00	2.64%	31,643.52
Utilities	3,595.21	7,480.75	50,500.00	14.81%	43,019.25
Vehicle Expenses	1,850.99	4,025.80	51,000.00	7.89%	46,974.20
Water	0.00	0.00	600.00	0.00%	600.00
Expense Totals	<u>131,036.12</u>	<u>439,478.71</u>	<u>2,127,118.62</u>	<u>20.66%</u>	<u>1,687,639.91</u>

City of Blanco
 Financial Statement
 As of December 31, 2024

1/9/2025 2:15 PM

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Ad Valorem Tax Revenue					
100-4001 Current I&S	0.00	0.00	0.00	0.00%	0.00
100-4002 Current Interest (I &S)	0.00	0.00	0.00	0.00%	0.00
100-4003 Current Penalty (I & S)	0.00	0.00	0.00	0.00%	0.00
100-4004 Delinquent Interest (I&S)	0.00	0.00	0.00	0.00%	0.00
100-4005 Delinquent Penalty (I&S)	0.00	0.00	0.00	0.00%	0.00
100-4006 Delinquent I&S	0.00	0.00	0.00	0.00%	0.00
100-4007 Current M&O	35,164.43	73,721.61	619,050.11	11.91%	545,328.50
100-4008 Current Interest (M&O)	0.00	68.67	1,000.00	6.87%	931.33
100-4009 Current Penalty (M&O)	0.00	115.15	3,000.00	3.84%	2,884.85
100-4010 Delinquent Interest (M&O)	42.68	306.92	800.00	38.37%	493.08
100-4011 Delinquent Penalty (M&O)	51.71	316.22	750.00	42.16%	433.78
100-4012 Delinquent M&O	0.00	2,095.61	5,000.00	41.91%	2,904.39
100-4013 Current Overages	0.00	0.00	25.00	0.00%	25.00
100-4014 Delinquent Overages	0.00	0.00	25.00	0.00%	25.00
Ad Valorem Tax Revenue Totals	<u>35,258.82</u>	<u>76,624.18</u>	<u>629,650.11</u>	<u>12.17%</u>	<u>553,025.93</u>
Tax Revenue					
100-4110 City Sales & Use Tax Allocation	119,903.55	302,450.63	1,075,000.00	28.13%	772,549.37
100-4120 Franchise Fees/Right of Way	1,000.00	10,515.60	110,000.00	9.56%	99,484.40
100-4180 Mixed Beverage Taxes Allocation	1,416.26	4,553.49	20,000.00	22.77%	15,446.51
Tax Revenue Totals	<u>122,319.81</u>	<u>317,519.72</u>	<u>1,205,000.00</u>	<u>26.35%</u>	<u>887,480.28</u>
Other Revenues					
100-4150 LEOSE (Law Enforcement Officer	0.00	0.00	1,000.00	0.00%	1,000.00
100-4160 Liquor License	0.00	0.00	3,000.00	0.00%	3,000.00
100-4165 Land Lease	0.00	0.00	500.00	0.00%	500.00
100-4170 Miscellaneous Income	3,723.00	3,848.00	1,500.00	256.53%	(2,348.00)
100-4325 Open Records	0.00	0.00	200.00	0.00%	200.00

100-4350 Recycling	0.00	0.00	1,930.00	0.00%	1,930.00
100-4501 Police Services - Escorts	0.00	0.00	700.00	0.00%	700.00
100-4502 Police Services - Reports	40.00	88.00	275.00	32.00%	187.00
Other Revenues Totals	<u>3,763.00</u>	<u>3,936.00</u>	<u>9,105.00</u>	<u>43.23%</u>	<u>5,169.00</u>
Grant Revenue					
100-4215 PD - Grants	0.00	0.00	10,000.00	0.00%	10,000.00
100-4220 Grants - Other	0.00	0.00	2,000.00	0.00%	2,000.00
Grant Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>12,000.00</u>	<u>0.00%</u>	<u>12,000.00</u>
Court Fines and Fees					
100-4302 Fines	2,702.30	15,683.40	90,000.00	17.43%	74,316.60
100-4305 FTA3 (Omni Fee - City \$10.00)	10.00	50.00	500.00	10.00%	450.00
100-4306 LTPDF (Local Truancy Prevention &	10.00	30.15	3,500.00	0.86%	3,469.85
100-4309 MJF (Municipal Jury Fund - \$0.10)	1.50	9.35	100.00	9.35%	90.65
100-4310 Court Income	0.00	0.00	100,000.00	0.00%	100,000.00
100-4311 Time Payment Reimbursement Fee	75.00	135.00	500.00	27.00%	365.00
100-4312 Mun Court Svc Fee Retained	411.22	3,273.08	25,000.00	13.09%	21,726.92
100-4320 Notary Public	20.00	125.00	500.00	25.00%	375.00
100-4330 Photocopies	0.00	1.30	20.00	6.50%	18.70
100-4360 Rental Income	100.00	300.00	800.00	37.50%	500.00
Court Fines and Fees Totals	<u>3,330.02</u>	<u>19,607.28</u>	<u>220,920.00</u>	<u>8.88%</u>	<u>201,312.72</u>
Permit Fees					
100-4401 Building Inspection Fees	0.00	0.00	500.00	0.00%	500.00
100-4402 Building Permit	0.00	8,520.22	40,000.00	21.30%	31,479.78
100-4403 Certificate of Occupancy	0.00	600.00	1,500.00	40.00%	900.00
100-4405 Demolition Permit	0.00	0.00	500.00	0.00%	500.00
100-4406 Development Fees	0.00	0.00	1,000.00	0.00%	1,000.00
100-4407 Driveway Permit	0.00	0.00	500.00	0.00%	500.00
100-4408 Electrical Permit	0.00	500.00	3,000.00	16.67%	2,500.00
100-4409 Fencing Permit	0.00	0.00	500.00	0.00%	500.00
100-4410 Garage Sale Permits & Other	0.00	5.00	200.00	2.50%	195.00
100-4411 Golf Cart Permit	0.00	0.00	50.00	0.00%	50.00
100-4413 Mechanical HVAC Permits	0.00	250.00	1,500.00	16.67%	1,250.00

100-4414 Peddler Permit	0.00	0.00	500.00	0.00%	500.00
100-4415 Permits/Fees-Other	250.00	5,920.00	3,000.00	197.33%	(2,920.00)
100-4416 Plan Review	0.00	0.00	2,500.00	0.00%	2,500.00
100-4417 Plat	0.00	0.00	2,500.00	0.00%	2,500.00
100-4418 Plumbing Permit	0.00	500.00	2,500.00	20.00%	2,000.00
100-4419 Re-Zoning	0.00	0.00	1,000.00	0.00%	1,000.00
100-4420 Roofing	0.00	0.00	1,000.00	0.00%	1,000.00
100-4421 Sign Permit	0.00	0.00	500.00	0.00%	500.00
100-4424 TX Alcohol Beverage Commission	0.00	0.00	500.00	0.00%	500.00
100-4425 Variance Application Fees	0.00	750.00	3,000.00	25.00%	2,250.00
100-4427 Short Term Rental Fees	300.00	300.00	2,500.00	12.00%	2,200.00
100-4430 Mobile Food Truck Permit	0.00	0.00	1,000.00	0.00%	1,000.00
100-4432 Mailing/Postage	0.00	96.40	300.00	32.13%	203.60
Permit Fees Totals	<u>550.00</u>	<u>17,441.62</u>	<u>70,050.00</u>	<u>24.90%</u>	<u>52,608.38</u>
Interest Income					
100-4805 Interest Income	<u>4,364.94</u>	<u>13,302.33</u>	<u>80,000.00</u>	<u>16.63%</u>	<u>66,697.67</u>
Interest Income Totals	<u>4,364.94</u>	<u>13,302.33</u>	<u>80,000.00</u>	<u>16.63%</u>	<u>66,697.67</u>
Revenue Totals	<u><u>169,586.59</u></u>	<u><u>448,431.13</u></u>	<u><u>2,226,725.11</u></u>	<u><u>20.14%</u></u>	<u><u>1,778,293.98</u></u>

City of Blanco
 Financial Statement
 As of December 31, 2024

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100 - General Fund	Council	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Aide and Events		0.00	0.00	1,000.00	0.00%	1,000.00
Education and Training		295.00	295.00	3,500.00	8.43%	3,205.00
Outside Services		175.00	350.00	2,205.00	15.87%	1,855.00
Personnel		800.00	1,600.00	4,800.00	33.33%	3,200.00
Services		0.00	0.00	1,000.00	0.00%	1,000.00
Supplies		20.88	20.88	50.00	41.76%	29.12
Travel Expenses		0.00	0.00	1,550.00	0.00%	1,550.00
Council Totals		<u>1,290.88</u>	<u>2,265.88</u>	<u>14,105.00</u>	<u>16.06%</u>	<u>11,839.12</u>

100 - General Fund	Administration	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Aide and Events		0.00	0.00	10,700.00	0.00%	10,700.00
Computers		2,058.73	7,708.47	35,081.00	21.97%	27,372.53
Education and Training		1,274.14	2,306.64	7,090.00	32.53%	4,783.36
General Insurance		4.00	12.00	72.00	16.67%	60.00
Maintenance		0.00	0.00	5,000.00	0.00%	5,000.00
Other Expenses		1,195.00	1,195.00	7,995.00	14.95%	6,800.00
Outside Services		5,995.19	13,304.69	81,900.00	16.25%	68,595.31
Personnel		30,040.93	80,580.62	399,213.16	20.18%	318,632.54
Services		1,559.00	1,559.00	6,070.00	25.68%	4,511.00
Supplies		864.76	864.76	8,100.00	10.68%	7,235.24
Travel Expenses		591.54	1,157.02	7,845.50	14.75%	6,688.48
Utilities		689.14	2,118.42	11,500.00	18.42%	9,381.58
Administration Totals		<u>44,272.43</u>	<u>110,806.62</u>	<u>580,566.66</u>	<u>19.09%</u>	<u>469,760.04</u>

100 - General Fund	Police	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Community Aide and Events	749.91	749.91	1,200.00	62.49%	450.09
Computers	990.79	1,680.28	21,290.00	7.89%	19,609.72
Education and Training	1,344.75	6,034.75	21,000.00	28.74%	14,965.25
General Insurance	14.00	8,655.22	16,529.35	52.36%	7,874.13
Maintenance	6.48	6.48	4,000.00	0.16%	3,993.52
Other Expenses	0.00	13,658.25	55,589.00	24.57%	41,930.75
Outside Services	0.00	0.00	1,000.00	0.00%	1,000.00
Personnel	55,003.88	158,521.24	902,285.07	17.57%	743,763.83
Services	0.00	12,194.94	23,200.00	52.56%	11,005.06
Supplies	32.54	32.54	4,100.00	0.79%	4,067.46
Utilities	1,562.21	2,633.41	19,000.00	13.86%	16,366.59
Vehicle Expenses	1,850.99	4,025.80	51,000.00	7.89%	46,974.20
Police Totals	<u>61,555.55</u>	<u>208,192.82</u>	<u>1,120,193.42</u>	<u>18.59%</u>	<u>912,000.60</u>

100 - General Fund	Court	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Computers	475.87	8,882.50	7,900.00	112.44%	(982.50)
	Education and Training	250.00	250.00	355.00	70.42%	105.00
	General Insurance	2.00	6.00	24.00	25.00%	18.00
	Other Expenses	0.00	0.00	400.00	0.00%	400.00
	Outside Services	2,565.00	4,965.00	23,000.00	21.59%	18,035.00
	Personnel	5,782.75	17,514.01	68,712.16	25.49%	51,198.15
	Services	0.00	0.00	2,341.00	0.00%	2,341.00
	Supplies	28.89	28.89	1,070.00	2.70%	1,041.11
	Travel Expenses	0.00	0.00	1,092.50	0.00%	1,092.50
	Water	0.00	0.00	600.00	0.00%	600.00
	Court Totals	<u>9,104.51</u>	<u>31,646.40</u>	<u>105,494.66</u>	<u>30.00%</u>	<u>73,848.26</u>

100 - General Fund	Parks and Street:	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Maintenance	850.00	850.00	23,500.00	3.62%	22,650.00
	Supplies	0.00	0.00	43,600.00	0.00%	43,600.00
	Utilities	1,134.93	2,383.36	17,500.00	13.62%	15,116.64
	Parks and Streets Totals	<u>1,984.93</u>	<u>3,233.36</u>	<u>84,600.00</u>	<u>3.82%</u>	<u>81,366.64</u>

100 - General Fund	Non-Department	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Aide and Events		0.00	0.00	1,000.00	0.00%	1,000.00
General Insurance		0.00	47,985.70	41,755.10	114.92%	(6,230.60)
Other Expenses		0.00	0.00	22,300.00	0.00%	22,300.00
Outside Services		8,610.89	8,610.89	109,673.78	7.85%	101,062.89
Personnel		0.00	21,438.48	41,800.00	51.29%	20,361.52
Services		4,008.00	4,953.00	3,000.00	165.10%	(1,953.00)
Supplies		0.00	0.00	130.00	0.00%	130.00
Utilities		208.93	345.56	2,500.00	13.82%	2,154.44
Non-Department Totals		<u>12,827.82</u>	<u>83,333.63</u>	<u>222,158.88</u>	<u>37.51%</u>	<u>138,825.25</u>
Expense Total		<u><u>131,036.12</u></u>	<u><u>439,478.71</u></u>	<u><u>2,127,118.62</u></u>	<u><u>20.66%</u></u>	<u><u>1,687,639.91</u></u>

City of Blanco
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 As of December 31, 2024

1/9/2025 2:15 PM

100 - General Fund	Council	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-01-5180	Community Appreciation Events	0.00	0.00	1,000.00	0.00%	1,000.00
100-01-5312	Dues/Membership	0.00	0.00	2,000.00	0.00%	2,000.00
100-01-5313	Education (Education, Training, C	295.00	295.00	1,500.00	19.67%	1,205.00
100-01-5621	Janitorial	175.00	350.00	2,205.00	15.87%	1,855.00
100-01-5757	Stipends	800.00	1,600.00	4,800.00	33.33%	3,200.00
100-01-5791	Hotel Expense	0.00	0.00	1,000.00	0.00%	1,000.00
100-01-5792	Meals & Entertainment	0.00	0.00	250.00	0.00%	250.00
100-01-5793	Mileage	0.00	0.00	200.00	0.00%	200.00
100-01-5794	Parking & Tolls	0.00	0.00	100.00	0.00%	100.00
100-01-5859	Rental Facility Fees	0.00	0.00	1,000.00	0.00%	1,000.00
100-01-5904	Office Supplies	20.88	20.88	50.00	41.76%	29.12
Council Totals		<u>1,290.88</u>	<u>2,265.88</u>	<u>14,105.00</u>	<u>16.06%</u>	<u>11,839.12</u>

100 - General Fund	Administration	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-02-5001	Appreciation	0.00	0.00	3,000.00	0.00%	3,000.00
100-02-5002	Bank Charges	0.00	0.00	50.00	0.00%	50.00
100-02-5003	Codification Expense	1,195.00	1,195.00	4,195.00	28.49%	3,000.00
100-02-5008	Awards	0.00	0.00	200.00	0.00%	200.00
100-02-5101	Christmas Lights	0.00	0.00	200.00	0.00%	200.00
100-02-5190	Elections	0.00	0.00	10,500.00	0.00%	10,500.00
100-02-5201	Computer Maintenance	1,152.75	3,632.25	13,125.00	27.67%	9,492.75
100-02-5202	Copier Lease	862.70	1,276.68	5,000.00	25.53%	3,723.32
100-02-5203	Computer Hardware	0.00	0.00	1,500.00	0.00%	1,500.00
100-02-5205	Computer - Software Updates	43.28	2,799.54	15,456.00	18.11%	12,656.46
100-02-5312	Dues/Membership	125.00	1,157.50	2,905.00	39.85%	1,747.50
100-02-5313	Education (Education, Training, C	1,149.14	1,149.14	4,185.00	27.46%	3,035.86
100-02-5402	Minor Equipment	0.00	0.00	500.00	0.00%	500.00
100-02-5601	Admin Fees	0.00	0.00	50.00	0.00%	50.00
100-02-5621	Janitorial	150.00	300.00	1,900.00	15.79%	1,600.00
100-02-5627	Legal Fees	4,919.60	10,123.10	50,000.00	20.25%	39,876.90
100-02-5633	Professional Fees	925.59	2,881.59	30,000.00	9.61%	27,118.41
100-02-5702	AD&D	4.00	12.00	72.00	16.67%	60.00
100-02-5708	Dental	81.32	243.96	1,463.76	16.67%	1,219.80
100-02-5713	Health	1,640.52	4,889.40	29,529.36	16.56%	24,639.96
100-02-5715	Life	17.80	53.40	349.20	15.29%	295.80
100-02-5718	Vision	19.56	56.98	352.08	16.18%	295.10
100-02-5751	Salaries/Wages Expense	19,451.20	57,640.90	319,665.14	18.03%	262,024.24
100-02-5754	Social Security - Employer Paid	1,230.92	3,592.79	19,878.14	18.07%	16,285.35
100-02-5755	Medicare Expense	287.87	840.21	4,648.92	18.07%	3,808.71
100-02-5756	Longevity	450.00	450.00	450.00	100.00%	0.00
100-02-5759	TMRS-Employer Contribution	1,261.74	3,682.98	22,376.56	16.46%	18,693.58
100-02-5786	Overtime	0.00	0.00	500.00	0.00%	500.00
100-02-5791	Hotel Expense	458.10	458.10	3,910.00	11.72%	3,451.90
100-02-5792	Meals & Entertainment	133.44	133.44	920.00	14.50%	786.56
100-02-5793	Mileage	0.00	565.48	2,755.50	20.52%	2,190.02
100-02-5794	Parking & Tolls	0.00	0.00	260.00	0.00%	260.00
100-02-5796	Contract Labor	5,600.00	9,130.00	0.00	0.00%	(9,130.00)

100-02-5801 Building Maintenance	0.00	0.00	5,000.00	0.00%	5,000.00
100-02-5857 Subscriptions	0.00	0.00	4,175.00	0.00%	4,175.00
100-02-5858 Records Retention	1,559.00	1,559.00	1,895.00	82.27%	336.00
100-02-5901 Cleaning Supplies	0.00	0.00	750.00	0.00%	750.00
100-02-5902 Consumables	0.00	0.00	100.00	0.00%	100.00
100-02-5903 Office Furniture - Admin	43.99	43.99	250.00	17.60%	206.01
100-02-5904 Office Supplies	696.00	696.00	2,500.00	27.84%	1,804.00
100-02-5905 Postage Meter Rental	89.85	89.85	1,500.00	5.99%	1,410.15
100-02-5906 Postage	34.92	34.92	2,500.00	1.40%	2,465.08
100-02-5909 Postage Supplies	0.00	0.00	500.00	0.00%	500.00
100-02-5951 Electric	151.90	375.91	3,000.00	12.53%	2,624.09
100-02-5954 Telephones/Broadband/Internet	537.24	1,513.52	7,500.00	20.18%	5,986.48
100-02-5964 Gas / Propane	0.00	228.99	1,000.00	22.90%	771.01
Administration Totals	<u>44,272.43</u>	<u>110,806.62</u>	<u>580,566.66</u>	<u>19.09%</u>	<u>469,760.04</u>

100 - General Fund	Police	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-03-5181	Community Outreach	749.91	749.91	1,200.00	62.49%	450.09
100-03-5201	Computer Maintenance	128.09	403.60	1,240.00	32.55%	836.40
100-03-5202	Copier Lease	862.70	1,276.68	5,000.00	25.53%	3,723.32
100-03-5203	Computer Hardware	0.00	0.00	3,500.00	0.00%	3,500.00
100-03-5205	Computer - Software Updates	0.00	0.00	11,550.00	0.00%	11,550.00
100-03-5312	Dues/Membership	50.00	470.00	3,000.00	15.67%	2,530.00
100-03-5313	Education (Training, Hotel, Meals)	1,294.75	5,564.75	14,000.00	39.75%	8,435.25
100-03-5315	Tuition Reimbursement	0.00	0.00	4,000.00	0.00%	4,000.00
100-03-5401	Investigations	0.00	75.00	3,000.00	2.50%	2,925.00
100-03-5402	Minor Equipment	0.00	13,583.25	47,589.00	28.54%	34,005.75
100-03-5403	Grants/Donations	0.00	0.00	5,000.00	0.00%	5,000.00
100-03-5621	Janitorial	0.00	0.00	0.00	0.00%	0.00
100-03-5702	AD&D	14.00	42.00	268.80	15.63%	226.80
100-03-5708	Dental	284.62	853.86	4,879.20	17.50%	4,025.34
100-03-5713	Health	5,741.82	17,112.90	98,431.20	17.39%	81,318.30
100-03-5714	Law Enforcement Liability	0.00	8,000.72	14,560.55	54.95%	6,559.83
100-03-5715	Life	62.30	186.90	1,303.68	14.34%	1,116.78
100-03-5716	Mobile Equipment	0.00	612.50	1,700.00	36.03%	1,087.50
100-03-5718	Vision	68.46	199.43	1,173.60	16.99%	974.17
100-03-5719	Workmen's Comp TML-IRP	0.00	0.00	17,286.19	0.00%	17,286.19
100-03-5720	Animal Boarding	0.00	0.00	1,000.00	0.00%	1,000.00
100-03-5751	Salaries/Wages Expense	40,608.66	115,207.34	655,945.20	17.56%	540,737.86
100-03-5754	Social Security - Employer Paid	2,641.87	7,534.15	40,668.60	18.53%	33,134.45
100-03-5755	Medicare Expense	617.86	1,762.03	9,511.21	18.53%	7,749.18
100-03-5756	Longevity	1,145.00	1,145.00	1,210.00	94.63%	65.00
100-03-5759	TMRS-Employer Contribution	2,772.31	7,739.95	44,976.19	17.21%	37,236.24
100-03-5760	Uniforms Allowance - Police	0.00	0.00	3,800.00	0.00%	3,800.00
100-03-5761	Uniforms/Apparel - Police	0.00	1,035.00	3,400.00	30.44%	2,365.00
100-03-5762	Safety Body Armor	0.00	0.00	4,000.00	0.00%	4,000.00
100-03-5764	Certification Pay	250.00	750.00	5,200.00	14.42%	4,450.00
100-03-5770	Employment Costs-Police	16.49	16.49	500.00	3.30%	483.51
100-03-5786	Overtime	794.49	4,978.19	10,000.00	49.78%	5,021.81
100-03-5801	Building Maintenance	6.48	6.48	4,000.00	0.16%	3,993.52

100-03-5811 Fuel	1,670.50	3,398.88	36,000.00	9.44%	32,601.12
100-03-5815 Vehicle Repair & Maintenance	180.49	626.92	15,000.00	4.18%	14,373.08
100-03-5852 Copy/Printing Expense	0.00	0.00	200.00	0.00%	200.00
100-03-5853 Dispatch (County Dispatch)	0.00	12,194.94	23,000.00	53.02%	10,805.06
100-03-5901 Cleaning Supplies	0.00	0.00	1,000.00	0.00%	1,000.00
100-03-5904 Office Supplies	22.86	22.86	3,000.00	0.76%	2,977.14
100-03-5906 Postage	9.68	9.68	50.00	19.36%	40.32
100-03-5909 Postage Supplies	0.00	0.00	50.00	0.00%	50.00
100-03-5951 Electric	258.19	562.01	4,000.00	14.05%	3,437.99
100-03-5954 Telephones/Broadband/Internet	1,304.02	2,071.40	15,000.00	13.81%	12,928.60
Police Totals	<u>61,555.55</u>	<u>208,192.82</u>	<u>1,120,193.42</u>	<u>18.59%</u>	<u>912,000.60</u>

100 - General Fund	Court	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-04-5201	Computer Maintenance	128.09	403.60	1,000.00	40.36%	596.40
100-04-5202	Copier Lease	304.50	442.49	1,700.00	26.03%	1,257.51
100-04-5205	Computer - Software Updates	43.28	8,036.41	5,200.00	154.55%	(2,836.41)
100-04-5312	Dues/Membership	0.00	0.00	55.00	0.00%	55.00
100-04-5313	Education (Education, Training, C	250.00	250.00	300.00	83.33%	50.00
100-04-5402	Minor Equipment	0.00	0.00	400.00	0.00%	400.00
100-04-5628	Municipal Court Judge	2,400.00	4,800.00	15,000.00	32.00%	10,200.00
100-04-5629	Municipal Court State Fees	0.00	0.00	0.00	0.00%	0.00
100-04-5630	Prosecutor	0.00	0.00	5,500.00	0.00%	5,500.00
100-04-5633	Professional Fees	0.00	0.00	1,500.00	0.00%	1,500.00
100-04-5636	Municipal Court Collection Serv	165.00	165.00	1,000.00	16.50%	835.00
100-04-5702	AD&D	2.00	6.00	24.00	25.00%	18.00
100-04-5708	Dental	40.66	121.98	487.92	25.00%	365.94
100-04-5713	Health	820.26	2,444.70	9,843.12	24.84%	7,398.42
100-04-5715	Life	8.90	26.70	116.40	22.94%	89.70
100-04-5718	Vision	9.78	28.49	117.36	24.28%	88.87
100-04-5751	Salaries/Wages Expense	4,161.61	12,935.08	50,590.80	25.57%	37,655.72
100-04-5754	Social Security - Employer Paid	262.19	796.51	3,136.63	25.39%	2,340.12
100-04-5755	Medicare Expense	61.32	186.29	733.57	25.39%	547.28
100-04-5756	Longevity	145.00	145.00	145.00	100.00%	0.00
100-04-5759	TMRS-Employer Contribution	273.03	829.26	3,541.36	23.42%	2,712.10
100-04-5791	Hotel Expense	0.00	0.00	300.00	0.00%	300.00
100-04-5792	Meals & Entertainment	0.00	0.00	322.50	0.00%	322.50
100-04-5793	Mileage	0.00	0.00	350.00	0.00%	350.00
100-04-5794	Parking & Tolls	0.00	0.00	120.00	0.00%	120.00
100-04-5854	Municipal Court Bldg Security	0.00	0.00	2,241.00	0.00%	2,241.00
100-04-5856	Notary Public	0.00	0.00	100.00	0.00%	100.00
100-04-5870	Subscriptions	0.00	0.00	600.00	0.00%	600.00
100-04-5904	Office Supplies	28.89	28.89	1,000.00	2.89%	971.11
100-04-5906	Postage	0.00	0.00	70.00	0.00%	70.00
Court Totals		9,104.51	31,646.40	105,494.66	30.00%	73,848.26

100 - General Fund	Parks and Streets	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-05-5155	Tree Trimming	0.00	0.00	3,500.00	0.00%	3,500.00
100-05-5800	Maintenance & Infrastructure	850.00	850.00	20,000.00	4.25%	19,150.00
100-05-5908	Paving Materials	0.00	0.00	43,600.00	0.00%	43,600.00
100-05-5951	Electric	1,134.93	1,134.93	15,500.00	7.32%	14,365.07
100-05-5953	Street Lighting	0.00	1,248.43	2,000.00	62.42%	751.57
Parks and Streets Totals		<u>1,984.93</u>	<u>3,233.36</u>	<u>84,600.00</u>	<u>3.82%</u>	<u>81,366.64</u>

100 - General Fund	Non-Department	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-06-5002	Bank Charges	0.00	0.00	100.00	0.00%	100.00
100-06-5100	Chamber of Commerce (Payment	0.00	0.00	0.00	0.00%	0.00
100-06-5104	B. C. South Library Dis	0.00	0.00	1,000.00	0.00%	1,000.00
100-06-5321	Emergency Expenses	0.00	0.00	1,000.00	0.00%	1,000.00
100-06-5324	Contingency	0.00	0.00	20,000.00	0.00%	20,000.00
100-06-5611	Legal Notices/Publications	0.00	0.00	1,200.00	0.00%	1,200.00
100-06-5622	Audit Services	0.00	0.00	48,820.00	0.00%	48,820.00
100-06-5623	Bldg Insp/Bureau Veritas	0.00	0.00	30,000.00	0.00%	30,000.00
100-06-5625	Appraisal District	8,610.89	8,610.89	30,000.00	28.70%	21,389.11
100-06-5704	Automobile Physical Damage	0.00	4,002.32	6,000.00	66.71%	1,997.68
100-06-5709	Errors & Omissions	0.00	2,960.58	6,482.77	45.67%	3,522.19
100-06-5711	Liability Deductible	0.00	0.00	1,000.00	0.00%	1,000.00
100-06-5712	General Liability Insurance	0.00	1,397.48	3,300.00	42.35%	1,902.52
100-06-5717	Real & Personal Property	0.00	33,621.84	15,412.80	218.14%	(18,209.04)
100-06-5719	Workmen's Comp TML-IRP	0.00	21,438.48	41,800.00	51.29%	20,361.52
100-06-5720	Animal Mortality	0.00	0.00	853.78	0.00%	853.78
100-06-5721	Automobile Liability	0.00	4,802.98	8,089.53	59.37%	3,286.55
100-06-5722	Crime Coverage	0.00	220.50	220.00	100.23%	(0.50)
100-06-5727	Cyber Insurance	0.00	980.00	1,250.00	78.40%	270.00
100-06-5857	Subscriptions	4,008.00	4,953.00	3,000.00	165.10%	(1,953.00)
100-06-5907	Po Box Rental - Non-Department.	0.00	0.00	130.00	0.00%	130.00
100-06-5951	Electric	208.93	345.56	2,500.00	13.82%	2,154.44
Non-Department Totals		<u>12,827.82</u>	<u>83,333.63</u>	<u>222,158.88</u>	<u>37.51%</u>	<u>138,825.25</u>
Expense Totals		<u><u>131,036.12</u></u>	<u><u>439,478.71</u></u>	<u><u>2,127,118.62</u></u>	<u><u>20.66%</u></u>	<u><u>1,687,639.91</u></u>

City of Blanco
 Financial Statement
 As of December 31, 2024

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200 - Enterprise Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other Revenues	850.00	6,440.33	750.00	858.71%	(5,690.33)
Utility Revenue	203,299.82	643,824.54	2,569,800.00	25.05%	1,925,975.46
Fees	2,480.00	5,136.20	32,500.00	15.80%	27,363.80
Interest Income	24,165.68	65,612.63	120,000.00	54.68%	54,387.37
Revenue Totals	<u>230,795.50</u>	<u>721,013.70</u>	<u>2,723,050.00</u>	<u>26.48%</u>	<u>2,002,036.30</u>
Expense Summary					
Bond Agent Fees	0.00	350.00	1,150.00	30.43%	800.00
Other Expenses	(94,730.46)	240,859.21	104,494.47	230.50%	(136,364.74)
Utilities	162,646.38	502,969.20	1,613,750.00	31.17%	1,110,780.80
Loans	8,350.00	8,350.00	170,000.00	4.91%	161,650.00
Computers	839.74	12,135.40	22,000.00	55.16%	9,864.60
Outside Services	7,125.00	22,198.84	178,000.00	12.47%	155,801.16
General Insurance	2.00	6.00	24.00	25.00%	18.00
Personnel	2,404.52	12,634.95	65,612.53	19.26%	52,977.58
Maintenance	0.00	60.00	8,000.00	0.75%	7,940.00
Chemicals and Materials	0.00	0.00	5,500.00	0.00%	5,500.00
Water	28,612.28	86,955.18	407,368.20	21.35%	320,413.02
Supplies	543.09	1,168.75	6,900.00	16.94%	5,731.25
Interest Expense	0.00	0.00	71,296.00	0.00%	71,296.00
Expense Totals	<u>115,792.55</u>	<u>887,687.53</u>	<u>2,654,095.20</u>	<u>33.45%</u>	<u>1,766,407.67</u>

City of Blanco
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200 - Enterprise Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other Revenues					
200-4170 Miscellaneous Income	800.00	6,340.33	250.00	2536.13%	(6,090.33)
200-4326 NSF - Insufficient Funds	50.00	100.00	500.00	20.00%	400.00
Other Revenues Totals	<u>850.00</u>	<u>6,440.33</u>	<u>750.00</u>	<u>858.71%</u>	<u>(5,690.33)</u>
Utility Revenue					
200-4620 CSI - Non-Refundable (Customer	310.00	655.00	5,000.00	13.10%	4,345.00
200-4703 Late Fees	2,285.05	5,855.00	20,000.00	29.28%	14,145.00
200-4901 Garbage	29,264.49	88,779.03	355,000.00	25.01%	266,220.97
200-4902 Infrastructure Fees (Cielo Springs)	20.00	60.00	0.00	0.00%	(60.00)
200-4903 Sales Tax Revenue	0.00	0.00	1,000.00	0.00%	1,000.00
200-4904 Sewage	53,752.92	173,259.42	430,000.00	40.29%	256,740.58
200-4905 Water	117,436.99	374,864.55	1,755,000.00	21.36%	1,380,135.45
200-4909 Septage Receiving	220.00	320.00	1,800.00	17.78%	1,480.00
200-4911 Income - Other	10.37	31.54	0.00	0.00%	(31.54)
200-4950 Water Meter Deposit (Water Meter	0.00	0.00	2,000.00	0.00%	2,000.00
Utility Revenue Totals	<u>203,299.82</u>	<u>643,824.54</u>	<u>2,569,800.00</u>	<u>25.05%</u>	<u>1,925,975.46</u>
Fees					
200-4701 Effluent Surcharge	0.00	2,006.20	10,000.00	20.06%	7,993.80
200-4702 Service Call Fees-Water	0.00	0.00	500.00	0.00%	500.00
200-4906 Sewer Tap	1,200.00	1,200.00	5,000.00	24.00%	3,800.00
200-4907 Water Tap	1,200.00	1,200.00	10,000.00	12.00%	8,800.00
200-4951 Connection Fee - Non Refundable	80.00	730.00	7,000.00	10.43%	6,270.00
Fees Totals	<u>2,480.00</u>	<u>5,136.20</u>	<u>32,500.00</u>	<u>15.80%</u>	<u>27,363.80</u>
Interest Income					
200-4805 Interest Income	<u>24,165.68</u>	<u>65,612.63</u>	<u>120,000.00</u>	<u>54.68%</u>	<u>54,387.37</u>
Interest Income Totals	<u>24,165.68</u>	<u>65,612.63</u>	<u>120,000.00</u>	<u>54.68%</u>	<u>54,387.37</u>

Revenue Totals

<u>230,795.50</u>	<u>721,013.70</u>	<u>2,723,050.00</u>	<u>26.48%</u>	<u>2,002,036.30</u>
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City of Blanco
 Financial Statement
 As of December 31, 2024

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200 - Enterprise Fund	Water	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Bond Agent Fees		0.00	0.00	500.00	0.00%	500.00
Chemicals and Materials		0.00	0.00	3,000.00	0.00%	3,000.00
Computers		516.04	6,299.27	11,000.00	57.27%	4,700.73
General Insurance		2.00	6.00	24.00	25.00%	18.00
Loans		300.00	300.00	0.00	0.00%	(300.00)
Maintenance		0.00	60.00	3,000.00	2.00%	2,940.00
Other Expenses		(94,730.46)	240,859.21	103,619.47	232.45%	(137,239.74)
Outside Services		5,535.00	18,308.84	74,200.00	24.67%	55,891.16
Personnel		1,642.05	7,628.42	38,362.49	19.89%	30,734.07
Supplies		543.09	1,168.75	5,900.00	19.81%	4,731.25
Utilities		53,222.23	209,209.40	645,500.00	32.41%	436,290.60
Water		28,612.28	86,955.18	407,368.20	21.35%	320,413.02
Water Totals		<u>(4,357.77)</u>	<u>570,795.07</u>	<u>1,292,474.16</u>	<u>44.16%</u>	<u>721,679.09</u>

200 - Enterprise Fund	Sewer	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Bond Agent Fees		0.00	350.00	650.00	53.85%	300.00
Chemicals and Materials		0.00	0.00	2,500.00	0.00%	2,500.00
Computers		323.70	5,836.13	11,000.00	53.06%	5,163.87
Interest Expense		0.00	0.00	71,296.00	0.00%	71,296.00
Loans		8,050.00	8,050.00	170,000.00	4.74%	161,950.00
Maintenance		0.00	0.00	5,000.00	0.00%	5,000.00
Other Expenses		0.00	0.00	875.00	0.00%	875.00
Outside Services		1,590.00	3,890.00	103,800.00	3.75%	99,910.00
Personnel		762.47	5,006.53	27,250.04	18.37%	22,243.51
Supplies		0.00	0.00	1,000.00	0.00%	1,000.00
Utilities		109,424.15	293,759.80	968,250.00	30.34%	674,490.20
Sewer Totals		<u>120,150.32</u>	<u>316,892.46</u>	<u>1,361,621.04</u>	<u>23.27%</u>	<u>1,044,728.58</u>

Expense Total

<u>115,792.55</u>	<u>887,687.53</u>	<u>2,654,095.20</u>	<u>33.45%</u>	<u>1,766,407.67</u>
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City of Blanco
 Financial Statement
 As of December 31, 2024

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200 - Enterprise Fund	Water	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-01-5052	Bond Agent Fees CTSRCO 2017A	0.00	0.00	500.00	0.00%	500.00
200-01-5056	CIP WTP 2020	(94,730.46)	240,639.21	97,644.47	246.44%	(142,994.74)
200-01-5070	INFRAMARK	51,070.90	204,283.61	615,000.00	33.22%	410,716.39
200-01-5076	HR Green (HRG) GIS System	0.00	220.00	5,600.00	3.93%	5,380.00
200-01-5124	TWDB Escrow Fees for 2017A	300.00	300.00	0.00	0.00%	(300.00)
200-01-5201	Computer Maintenance	64.04	201.78	1,000.00	20.18%	798.22
200-01-5331	Computer - Software & Updates	0.00	5,374.69	6,500.00	82.69%	1,125.31
200-01-5332	Pre-Printed Water Bills	452.00	722.80	3,500.00	20.65%	2,777.20
200-01-5641	Legal Fees	1,310.00	3,905.00	25,000.00	15.62%	21,095.00
200-01-5642	Permits	0.00	2,070.89	1,200.00	172.57%	(870.89)
200-01-5643	Permitting/Legal - Discharge	0.00	2,672.95	3,000.00	89.10%	327.05
200-01-5644	Professional Fees	4,225.00	9,660.00	45,000.00	21.47%	35,340.00
200-01-5646	Janitorial	0.00	0.00	375.00	0.00%	375.00
200-01-5702	AD&D	2.00	6.00	24.00	25.00%	18.00
200-01-5708	Dental	40.66	121.98	487.92	25.00%	365.94
200-01-5713	Health	820.26	2,444.70	9,843.12	24.84%	7,398.42
200-01-5715	Life	8.90	26.70	116.40	22.94%	89.70
200-01-5718	Vision	9.78	28.49	117.36	24.28%	88.87
200-01-5751	Salaries/Wages Expense	668.89	4,392.09	23,680.80	18.55%	19,288.71
200-01-5754	Social Security - Employer Paid	41.47	272.31	1,474.41	18.47%	1,202.10
200-01-5755	Medicare Expense	9.69	63.69	344.82	18.47%	281.13
200-01-5759	TMRS-Employer Contribution	42.40	278.46	1,657.66	16.80%	1,379.20
200-01-5783	Longevity	0.00	0.00	540.00	0.00%	540.00
200-01-5786	Overtime	0.00	0.00	100.00	0.00%	100.00
200-01-5821	Major Equipment	0.00	0.00	3,000.00	0.00%	3,000.00
200-01-5825	Equipment Rental	0.00	60.00	0.00	0.00%	(60.00)
200-01-5831	Aggregate	0.00	0.00	500.00	0.00%	500.00
200-01-5841	Chemicals	0.00	0.00	2,500.00	0.00%	2,500.00
200-01-5846	Leak Repair	0.00	0.00	2,000.00	0.00%	2,000.00

200-01-5847 CLWSC water	19,412.28	59,355.18	293,618.20	20.22%	234,263.02
200-01-5848 GBRA	9,200.00	27,600.00	111,000.00	24.86%	83,400.00
200-01-5870 Subscriptions	0.00	0.00	750.00	0.00%	750.00
200-01-5906 Postage	543.09	1,168.75	5,400.00	21.64%	4,231.25
200-01-5911 Office Supplies	0.00	0.00	500.00	0.00%	500.00
200-01-5963 Electric	1,919.67	4,336.89	25,000.00	17.35%	20,663.11
200-01-5964 Gas / Propane	0.00	0.00	2,000.00	0.00%	2,000.00
200-01-5965 Telephones/Broadband/Internet	231.66	588.90	3,500.00	16.83%	2,911.10
Water Totals	<u>(4,357.77)</u>	<u>570,795.07</u>	<u>1,292,474.16</u>	<u>44.16%</u>	<u>721,679.09</u>

200 - Enterprise Fund	Sewer	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
200-02-5031	Blanco CTSRCO 2017B - Interest	0.00	0.00	27,739.00	0.00%	27,739.00
200-02-5053	Bond Agent Fees CTSRCO 2017B	0.00	350.00	350.00	100.00%	0.00
200-02-5058	Bond Agency Fees-CTSRCO 2019	0.00	0.00	300.00	0.00%	300.00
200-02-5059	Lift Station 2023 (CIP)	8,050.00	8,050.00	0.00	0.00%	(8,050.00)
200-02-5060	Garbage	54,292.83	81,272.38	300,000.00	27.09%	218,727.62
200-02-5070	INFRAMARK	51,070.90	204,283.59	615,000.00	33.22%	410,716.41
200-02-5121	Blanco CTSRCO 2017B	0.00	0.00	100,000.00	0.00%	100,000.00
200-02-5122	Blanco CTSRCO 2019	0.00	0.00	70,000.00	0.00%	70,000.00
200-02-5127	Blanco CTSRCO 2019 - Interest E	0.00	0.00	43,557.00	0.00%	43,557.00
200-02-5201	Computer Maintenance	64.03	201.77	500.00	40.35%	298.23
200-02-5331	Computer - Software & Updates	259.67	5,634.36	10,500.00	53.66%	4,865.64
200-02-5611	Legal Notices/Publications	0.00	0.00	500.00	0.00%	500.00
200-02-5633	Professional Fees	0.00	0.00	500.00	0.00%	500.00
200-02-5641	Legal Fees	1,310.00	3,410.00	25,000.00	13.64%	21,590.00
200-02-5642	Permits	0.00	0.00	2,300.00	0.00%	2,300.00
200-02-5643	Permitting/Legal - Discharge	0.00	0.00	1,000.00	0.00%	1,000.00
200-02-5644	Professional Fees	280.00	480.00	65,000.00	0.74%	64,520.00
200-02-5645	Engineering - WWTP	0.00	0.00	10,000.00	0.00%	10,000.00
200-02-5646	Janitorial	0.00	0.00	375.00	0.00%	375.00
200-02-5751	Salaries/Wages Expense	668.89	4,392.11	23,680.80	18.55%	19,288.69
200-02-5754	Social Security - Employer Paid	41.47	272.31	1,468.21	18.55%	1,195.90
200-02-5755	Medicare Expense	9.70	63.66	343.37	18.54%	279.71
200-02-5759	TMRS-Employer Contribution	42.41	278.45	1,657.66	16.80%	1,379.21
200-02-5786	Overtime	0.00	0.00	100.00	0.00%	100.00
200-02-5821	Major Equipment	0.00	0.00	5,000.00	0.00%	5,000.00
200-02-5841	Chemicals	0.00	0.00	2,500.00	0.00%	2,500.00
200-02-5906	Postage	0.00	0.00	500.00	0.00%	500.00
200-02-5911	Office Supplies	0.00	0.00	500.00	0.00%	500.00
200-02-5963	Electric	4,020.28	8,123.58	45,000.00	18.05%	36,876.42
200-02-5964	Gas / Propane	0.00	0.00	2,000.00	0.00%	2,000.00
200-02-5965	Telephones/Broadband/Internet	40.14	80.25	5,000.00	1.61%	4,919.75
200-02-5966	Water's Edge Trash	0.00	0.00	1,250.00	0.00%	1,250.00

Sewer Totals	<u>120,150.32</u>	<u>316,892.46</u>	<u>1,361,621.04</u>	<u>23.27%</u>	<u>1,044,728.58</u>
Expense Totals	<u><u>115,792.55</u></u>	<u><u>887,687.53</u></u>	<u><u>2,654,095.20</u></u>	<u><u>33.45%</u></u>	<u><u>1,766,407.67</u></u>

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300 - I & S Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Ad Valorem Tax Revenue	49,791.50	105,709.49	867,498.00	12.19%	761,788.51
Interest Income	1,002.00	3,034.98	11,000.00	27.59%	7,965.02
Utility Revenue	0.00	3,673.02	0.00	0.00%	(3,673.02)
Revenue Totals	<u>50,793.50</u>	<u>112,417.49</u>	<u>878,498.00</u>	<u>12.80%</u>	<u>766,080.51</u>
Expense Summary					
Bond Agent Fees	0.00	850.00	650.00	130.77%	(200.00)
Loans	0.00	27,731.25	667,589.87	4.15%	639,858.62
Other Expenses	0.00	0.00	15,000.00	0.00%	15,000.00
Interest Expense	0.00	0.00	137,627.00	0.00%	137,627.00
Outside Services	0.00	1,500.00	0.00	0.00%	(1,500.00)
Expense Totals	<u>0.00</u>	<u>30,081.25</u>	<u>820,866.87</u>	<u>3.66%</u>	<u>790,785.62</u>

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300 - I & S Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Ad Valorem Tax Revenue					
300-4001 Current I&S	49,724.12	103,275.06	855,998.00	12.06%	752,722.94
300-4002 Current Interest (I &S)	0.00	48.97	1,100.00	4.45%	1,051.03
300-4003 Current Penalty (I & S)	0.00	82.33	2,800.00	2.94%	2,717.67
300-4004 Delinquent Interest (I&S)	30.09	287.71	1,500.00	19.18%	1,212.29
300-4005 Delinquent Penalty (I&S)	36.50	257.07	1,000.00	25.71%	742.93
300-4006 Delinquent I&S	0.00	1,757.56	5,000.00	35.15%	3,242.44
300-4013 Current Overages	0.79	0.79	100.00	0.79%	99.21
Ad Valorem Tax Revenue Totals	<u>49,791.50</u>	<u>105,709.49</u>	<u>867,498.00</u>	<u>12.19%</u>	<u>761,788.51</u>
Interest Income					
300-4805 Interest Income	<u>1,002.00</u>	<u>3,034.98</u>	<u>11,000.00</u>	<u>27.59%</u>	<u>7,965.02</u>
Interest Income Totals	<u>1,002.00</u>	<u>3,034.98</u>	<u>11,000.00</u>	<u>27.59%</u>	<u>7,965.02</u>
Utility Revenue					
300-4911 Transfers	<u>0.00</u>	<u>3,673.02</u>	<u>0.00</u>	<u>0.00%</u>	<u>(3,673.02)</u>
Utility Revenue Totals	<u>0.00</u>	<u>3,673.02</u>	<u>0.00</u>	<u>0.00%</u>	<u>(3,673.02)</u>
Revenue Totals	<u><u>50,793.50</u></u>	<u><u>112,417.49</u></u>	<u><u>878,498.00</u></u>	<u><u>12.80%</u></u>	<u><u>766,080.51</u></u>

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300 - I & S Fund	water	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Bond Agent Fees	0.00	350.00	650.00	53.85%	300.00
	Interest Expense	0.00	0.00	120,180.00	0.00%	120,180.00
	Loans	0.00	0.00	187,127.37	0.00%	187,127.37
	Other Expenses	0.00	0.00	15,000.00	0.00%	15,000.00
	Outside Services	0.00	1,500.00	0.00	0.00%	(1,500.00)
	water Totals	<u>0.00</u>	<u>1,850.00</u>	<u>322,957.37</u>	<u>0.57%</u>	<u>321,107.37</u>

300 - I & S Fund	Sewer	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Loans	0.00	27,731.25	245,462.50	11.30%	217,731.25
	Sewer Totals	<u>0.00</u>	<u>27,731.25</u>	<u>245,462.50</u>	<u>11.30%</u>	<u>217,731.25</u>

300 - I & S Fund	Non-Department	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Bond Agent Fees	0.00	500.00	0.00	0.00%	(500.00)
	Interest Expense	0.00	0.00	17,447.00	0.00%	17,447.00
	Loans	0.00	0.00	235,000.00	0.00%	235,000.00
	Non-Department Totals	<u>0.00</u>	<u>500.00</u>	<u>252,447.00</u>	<u>0.20%</u>	<u>251,947.00</u>
	Expense Total	<u><u>0.00</u></u>	<u><u>30,081.25</u></u>	<u><u>820,866.87</u></u>	<u><u>3.66%</u></u>	<u><u>790,785.62</u></u>

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300 - I & S Fund	water	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
300-01-5051	Bond Agent Fees-Wilmington Tru	0.00	0.00	300.00	0.00%	300.00
300-01-5052	Bond Agent Fees CTSRCO Water	0.00	350.00	350.00	100.00%	0.00
300-01-5054	CIP Water 2017A (L1000633) - P	0.00	0.00	100,000.00	0.00%	100,000.00
300-01-5056	WTP 2020 (L1001127) - Principal	0.00	0.00	15,000.00	0.00%	15,000.00
300-01-5117	Blanco CTSRCO 2020 - Interest E	0.00	0.00	50,180.00	0.00%	50,180.00
300-01-5128	Certificates of Obligation Series 2	0.00	0.00	87,127.37	0.00%	87,127.37
300-01-5129	Certificates of Obligation Series 2	0.00	0.00	70,000.00	0.00%	70,000.00
300-01-5644	Professional Fees	0.00	1,500.00	0.00	0.00%	(1,500.00)
water Totals		<u>0.00</u>	<u>1,850.00</u>	<u>322,957.37</u>	<u>0.57%</u>	<u>321,107.37</u>

300 - I & S Fund	Sewer	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
300-02-5059	Lift Station 2023 - Interest Only ,	0.00	27,731.25	55,462.50	50.00%	27,731.25
300-02-5065	Lift Station 2023 - Principal	0.00	0.00	190,000.00	0.00%	190,000.00
Sewer Totals		<u>0.00</u>	<u>27,731.25</u>	<u>245,462.50</u>	<u>11.30%</u>	<u>217,731.25</u>

300 - I & S Fund	Non-Department	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
300-06-5032 2015 Series - (TIB) Interest		0.00	0.00	17,447.00	0.00%	17,447.00
300-06-5033 2015 Series - (TIB) Principal		0.00	0.00	235,000.00	0.00%	235,000.00
300-06-5034 Bond Agent Fees CO Series 2024		0.00	500.00	0.00	0.00%	(500.00)
Non-Department Totals		<u>0.00</u>	<u>500.00</u>	<u>252,447.00</u>	<u>0.20%</u>	<u>251,947.00</u>
Expense Totals		<u><u>0.00</u></u>	<u><u>30,081.25</u></u>	<u><u>820,866.87</u></u>	<u><u>3.66%</u></u>	<u><u>790,785.62</u></u>

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400 - Municipal Court Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Court Fines and Fees	205.07	1,346.58	8,500.00	15.84%	7,153.42
Interest Income	537.17	1,635.84	7,500.00	21.81%	5,864.16
Revenue Totals	<u>742.24</u>	<u>2,982.42</u>	<u>16,000.00</u>	<u>18.64%</u>	<u>13,017.58</u>
Expense Summary					
Services	<u>0.00</u>	<u>0.00</u>	<u>1,750.00</u>	<u>0.00%</u>	<u>1,750.00</u>
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>1,750.00</u>	<u>0.00%</u>	<u>1,750.00</u>

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400 - Municipal Court Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Court Fines and Fees					
400-4301 CTF (Court Technology Fund -	63.88	418.03	4,000.00	10.45%	3,581.97
400-4307 MCBS (Municipal Court Building	76.35	491.18	4,500.00	10.92%	4,008.82
400-4312 Mun Court Svc Fee Retained	64.84	437.37	0.00	0.00%	(437.37)
Court Fines and Fees Totals	<u>205.07</u>	<u>1,346.58</u>	<u>8,500.00</u>	<u>15.84%</u>	<u>7,153.42</u>
Interest Income					
400-4805 Interest Income	537.17	1,635.84	7,500.00	21.81%	5,864.16
Interest Income Totals	<u>537.17</u>	<u>1,635.84</u>	<u>7,500.00</u>	<u>21.81%</u>	<u>5,864.16</u>
Revenue Totals	<u><u>742.24</u></u>	<u><u>2,982.42</u></u>	<u><u>16,000.00</u></u>	<u><u>18.64%</u></u>	<u><u>13,017.58</u></u>

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400 - Municipal Court Fund	Court Fur	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Services		0.00	0.00	1,750.00	0.00%	1,750.00
Court Fund Totals		0.00	0.00	1,750.00	0.00%	1,750.00
Expense Total		0.00	0.00	1,750.00	0.00%	1,750.00

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400 - Municipal Court Fund	Court Fun	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
400-04-5855 Municipal Court Technology Fund		0.00	0.00	1,750.00	0.00%	1,750.00
Court Fund Totals		0.00	0.00	1,750.00	0.00%	1,750.00
Expense Totals		0.00	0.00	1,750.00	0.00%	1,750.00

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500 - Hotel/Motel Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Tax Revenue	0.00	13,047.50	130,100.00	10.03%	117,052.50
Interest Income	358.85	1,092.81	11,000.00	9.93%	9,907.19
Revenue Totals	<u>358.85</u>	<u>14,140.31</u>	<u>141,100.00</u>	<u>10.02%</u>	<u>126,959.69</u>
Expense Summary					
Community Aide and Events	0.00	196,993.00	203,994.00	96.57%	7,001.00
Expense Totals	<u>0.00</u>	<u>196,993.00</u>	<u>203,994.00</u>	<u>96.57%</u>	<u>7,001.00</u>

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500 - Hotel/Motel Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Tax Revenue					
500-4130 Hotel Occupancy Tax	0.00	13,047.50	130,000.00	10.04%	116,952.50
500-4140 Hotel Occupancy Interest	0.00	0.00	100.00	0.00%	100.00
Tax Revenue Totals	<u>0.00</u>	<u>13,047.50</u>	<u>130,100.00</u>	<u>10.03%</u>	<u>117,052.50</u>
Interest Income					
500-4805 Interest Income	<u>358.85</u>	<u>1,092.81</u>	<u>11,000.00</u>	<u>9.93%</u>	<u>9,907.19</u>
Interest Income Totals	<u>358.85</u>	<u>1,092.81</u>	<u>11,000.00</u>	<u>9.93%</u>	<u>9,907.19</u>
Revenue Totals	<u><u>358.85</u></u>	<u><u>14,140.31</u></u>	<u><u>141,100.00</u></u>	<u><u>10.02%</u></u>	<u><u>126,959.69</u></u>

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500 - Hotel/Motel Fund	Non-Departn	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Aide and Events		0.00	196,993.00	203,994.00	96.57%	7,001.00
Non-Department Totals		0.00	196,993.00	203,994.00	96.57%	7,001.00
Expense Total		0.00	196,993.00	203,994.00	96.57%	7,001.00

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500 - Hotel/Motel Fund	Non-Departm	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
500-06-5100 Chamber of Commerce (Payment		0.00	196,244.00	196,244.00	100.00%	0.00
500-06-5102 Blanco Historic Preservation		0.00	0.00	4,500.00	0.00%	4,500.00
500-06-5105 HOT Funds Distribution		0.00	749.00	0.00	0.00%	(749.00)
500-06-5151 Keep Blanco Beautiful		0.00	0.00	2,500.00	0.00%	2,500.00
500-06-5152 Keep Blanco Beautiful: Streetscap		0.00	0.00	750.00	0.00%	750.00
Non-Department Totals		<u>0.00</u>	<u>196,993.00</u>	<u>203,994.00</u>	<u>96.57%</u>	<u>7,001.00</u>
Expense Totals		<u><u>0.00</u></u>	<u><u>196,993.00</u></u>	<u><u>203,994.00</u></u>	<u><u>96.57%</u></u>	<u><u>7,001.00</u></u>

**STAFF
POLICE
DEPARTMENT**

CONSENT

ITEM #1

**REGULAR MEETING
OF THE GOVERNING BODY OF
THE CITY OF BLANCO**

**Meeting Minutes
December 10, 2024**

A regular meeting of the City Council, City of Blanco, Texas was held on December 10, 2024, at 6:00 pm at the Byars Building, 308 Pecan Street, Blanco, Texas.

The meeting was called to order at 6:00 pm by Mayor Arnold, followed by roll call announcing a quorum was present. The Invocation and the Pledge of Allegiance was led by Rev. Bryn Caddell. Council members present: Mayor Arnold, Mayor Pro-Tem Mack-McClung and Council Members Swinson, Moses, Cargill, and Moore.

City staff present: Warren Escovy, City Administrator, Laurie Cassidy, City Secretary, and Chief Jerry Thornhill.

Mayor Arnold made the following announcements:

- The Lighted Christmas Parade will be held on December 21, 2024 at 6:00 pm.
- The Blanco County Burn Ban is on and expires January 14, 2025 at noon.

Public Comments:

- None

AD-HOC COMMITTEE PRESENTATIONS:

CIAMAC Bond Presentation, OJ Armstrong, Chair

Objective to establish a sustainable maintenance program for City infrastructure and emergency repairs, develop sustainable processes to manage future growth and viable infrastructure plan. 30-year program. Addresses long-term planning, financing options and executable action items for elected Council members, allows flexibility for project selections, establish timelines for design, construction and funding, and provides a roadmap for seamless execution of an ever-changing landscape to provide utility services in a growth corridor. CIAMAC recommends 1) A 10-year bond authorization Program, 2) This Bond Program is the first phase of a long-term program to update the entire water, wastewater, and street infrastructure to the fullest extent that the City can afford.; and 3) Rescind a 1987 ordinance allocating a ½ penny of sales tax to subsidize ad valorem taxes.

Staff Presentations:

1. City Hall, Warren Escovy, City Administrator, shared the following, Laurie Cassidy, City Secretary was awarded at \$500 scholarship toward her TRMC recertification, 2024A Certificates of Obligation projects to be discussed tonight, water plant progress, pumps, need \$40,000 additional funds, utility billing customers portal system is online, meter program almost finished, 15 remaining “problem” meters that Inframark is completing, billing issue, complete form and contact city office for assistance, roller has been ordered and is on the way.
2. City Hall, Dana Bundick, Interim Finance Director was absent from the meeting.
3. Police Department, Chief Thornhill presented the November 2024 monthly report and said thank you all for supporting the Good Sam Center.

Consent Agenda: *The following items may be acted upon in one motion.* No separate discussion or action is necessary unless requested by the Mayor or a Council Member, in which those items will be pulled for separate consideration.

1. Approval of Minutes from the November 12, 2024, Regular Meeting and Public Hearing
2. Approval of Minutes from the November 26, 2024, Special Meeting.

A motion was made by Council Member Moore to approve the consent agenda items one and two as presented, seconded by Council Member Swinson all in favor, motion carried unanimously.

NEW BUSINESS: Consider, discuss, and take appropriate action on the following:

1. Consideration, Discussion, and Take Possible Action on Approval of Ordinance approving policy for Tik-Tok ban on govt-issued phones. Attorney Tim Tuggey said this falls in line with Statewide ban, going to supreme court, statewide agencies ban on Tik-Tok. Prepare Ordinance for January. **No action taken.**
2. Consideration, Discussion, and Take Possible Action on Selection of City Engineer for City Administrator to Negotiate Contract. Warren Escovy, City Administrator shared we received four RFQ's from Freeland Turk, HR Green, Schaumburg & Polk, Inc, (SPI), and Atlas Design. Scoring out of 100 points maximum per person with four people scoring (total of 400 points): Atlas 231, HR Green 258, SPI 312, and Freeland Turk-no score. **A motion was made by Mayor Pro-Tem Mack-McClung to authorize City Administrator to negotiate contract (amended by Moses) to include monthly allotment to assist CIAMAC, seconded by Council Member Moses, all in favor, motion carried unanimously.**
3. Consideration, Discussion, and Take Possible Action on Selection of IT Services Provider for City Administrator to Negotiate Contract (Warren Escovy, City Administrator). The City received three bids; Tech-on-Purpose was disqualified due to not being CIJS certified. Two other bids were received from VC3 and Hill Country IT. Chief Thornhill checked all references, VC3 has a large number of representatives to support the City and comes highly recommended. **A motion was made by Council Member Moses to authorize the City Administrator to negotiate IT Services Contract with VC3, seconded by Council Member Moore, all in favor, motion carried unanimously.**
4. Consideration, Discussion, and Take Possible Action on approval of proposed Certificate of Obligation Series 2024A Project List, with associated budgeted levels for each with cost figures. A Certificate of Obligation of \$1.5 million was awarded at the Tuesday, November 12, 2024 Council meeting. The remainder of the funds (about \$1,000,000) needs to be approved by the Council. The projects will be paid for through our debt service (I&S) fund. **\$600,000** (\$505,000 after reimbursement) for **sewer line** from 15th Street to north City limits line minus \$95,000 reimbursement from Neighbors Market., **Retaining wall** for Town Creek about \$150,000 (an estimate has been received by Dirt works), **Portable generator** - \$50k (for Cielo water system and Pittsburg lift station), **Generator (permanent) at PD-\$2SK, 10 Fire hydrants-** \$100k, **Dowdy and 14th to 281Sewer line:** \$40,000 to NOT exceed \$115,000 If you bare out the numbers and extend an additional 1100' along Dowdy you're looking at a construction cost of \$84,770 and probably needing \$30,000 for engineering plan set. **\$945,000 total obligation** (with the reimbursement) of the remaining \$1,000,000. The Council discussed these citywide projects.

A motion was made by Council Member Mack-McClung to move forward with the plan for sewer line extension city services (from 15th Street to north City limits line minus \$95,000 reimbursement from Neighbors Market)(\$505,000 after reimbursement) to include Dowdy and 14th to 281 sewer line (\$40,000 to NOT to exceed \$115,000) and authorize the City Administrator to negotiate cost sharing and impact fees with property owners, and to approve the following projects Retaining Wall for Town Creek at \$150,000, Portable Generator for Cielo water system and Pittsburg lift station at a cost of \$50,000, Generator (permanent) at the Police Department (\$25,000), and 10 Fire Hydrants (\$100,000.00) at a total cost not to exceed \$945,000, seconded by Council Member Swinson, motion carried 3-0 with Council Members Moses and Moore abstained from vote.

OLD BUSINESS: Consider, discuss, and take appropriate action on the following:

- 1. Consideration, Discussion, and Take Possible Action on Approval of Ordinance 2024-O-012, Amendments to the current Sign Ordinance 2011-392. The Council discussed. A motion was made by Council Member Cargill to approve Ordinance 2024-O-012 Adoption of new Sign Ordinance as amended, seconded by Council Member Moore, all in favor, motion carried unanimously.**
- 2. Consideration, Discussion, and Take Possible Action on Approval of Ordinance 2024-O-013 Adoption of Ethics Policy. The Council discussed and Attorney Tim Tuggey thanked Council Member Moses. A motion was made by Council Member Moses to approve the adoption of the Ethics Policy by approving Ordinance 2024-O-013, seconded by Mayor Pro-Tem Mack-McClung, all in favor, motion carried unanimously.**

Closed regular meeting at 7:56 pm and convened into executive session.

Executive Session in accordance with Texas Government Code: in accordance with the authority contained in the Texas Government Code, Sections 551.071, 551.072, and 551.074.

1. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding legal issues associated with the Water Treatment Plant Project; Bids, Contract. Award and Notice to Proceed.
2. Texas Government Code Sections 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct; Consultation with City Attorney regarding Economic Development Project.
3. Texas Government Code Section 551.071 (Consultation with City Attorney) and Section 1.05, Texas Disciplinary Rules of Professional Conduct. Confer with City Attorney regarding Pending Legal Matters.

Closed executive session at 9:16 pm and convened into regular meeting.:

Adjournment:

A motion was made by Council Member Moses to adjourn the meeting, seconded by Mayor Pro-Tem Mack-McClung, all in favor.

The meeting was adjourned at 9:16 pm.

Respectfully submitted,

Mike Arnold, Mayor

ATTEST:

Laurie Cassidy, City Secretary, TRMC

These minutes were approved on the _____ day of _____, 2025.

CONSENT
ITEM #2

**SPECIAL MEETING
OF THE GOVERNING BODY OF
THE CITY OF BLANCO**

**Meeting Minutes
December 30, 2024**

A special meeting of the City Council, City of Blanco, Texas was held on December 30, 2024, at 6:00 pm at the Byars Building, 308 Pecan Street, Blanco, Texas.

The meeting was called to order at 6:00 pm by Mayor Mike Arnold, followed by roll call announcing a quorum was present. Council members present: Mayor Mike Arnold, Mayor Pro-Tem Mack-McClung and Council Members Moses, Moore and Cargill. Council Member Swinson was absent. The Pledge of Allegiance was led by Council Member Cargill.

City staff present: Warren Escovy, City Administrator and Laurie Cassidy, City Secretary.

Announcements: None

Public Comments:

- None

WORKSHOP:

Council Discussion:

- *Bond Program Discussion (to fund restoration/replacement of infrastructure)* – OJ Armstrong, CIAMAC Chair did a presentation on the City’s need for a Bond Program to cover Infrastructure of Water/Sewer/Streets and the need to develop an Asset Management Plan. The Council discussed next steps: 1) Need to hold a minimum of three workshops to inform the public and receive feedback, 2) Mail out information flyer in the January water bill and/or a survey and also in the newspaper, 3) Form a bond committee. The residents will want to know how much this will increase their taxes paid annually and the public needs to see a list of projects these fees will fund.
- *City Hall Relocation* – Warren Escovy shared assumptions for revenue and remodel costs at City Hall, the Byars Building, and the old fire station (break-even of 4 years before making a profit). The Council discussed various ideas to utilize the old fire station including building city offices and chamber space of 50% and rental of the other 50%, lease building to a tenant in 50% of fire station space. Will need to tear down to metal frame and rebuild, could complete the work in stages.
- *Communication and Social Media Policy* – Warren shared talking points to introduce communications items and how to improve two-way communication between the City/City Council and the residents of Blanco. The Council discussed revisiting at the January regular meeting and possibly taking action then.

Items for next Council meeting: Bond Program (discussion only) and Communication Policy.

Questions from the Public:

Bill Depew said maybe we need a PR/Open Communication Committee to get residents involved. Inspiration of community engagement.

Amy Arnold added happy hour with Council or 1-800 call Warren.

Donna Ledvina said she still has a water leak at her house. Inframark has been notified.

Adjournment:

A motion was made by Council Member Moses to adjourn the meeting, seconded by Council Member Moore, all in favor.

The meeting was adjourned at 7:49 pm.

Respectfully submitted,

Mike Arnold, Mayor

ATTEST:

Laurie A. Cassidy, City Secretary

These minutes were approved on the _____ day of _____, 2024.

NEW BUSINESS

ITEM #1

SHORT-TERM RENTAL PERMIT APPLICATION

The Applicant is responsible to provide accurate and complete information and plans to comply with the requirements of Ordinance 2022-O-005 and all applicable laws and regulations. The City of Blanco is not responsible for the accuracy of information or plans provided to the City for its review or approval.

A determination of whether an application is complete will be made by the City Staff within fifteen (15) working days.

RECEIVED

Date: 11/20/2024

NOV 25 2024

Fee: See schedule below (due with application) Paid CK# 653 CASH _____
CC _____

12/10/24 pd.

SECTION 1: OWNER/APPLICANT'S INFORMATION

OWNER'S NAME: <u>Texas Heritage Homes, LLC</u>	
HOME ADDRESS: <u>305 Poco Ranch Rd.</u>	APT. NUMBER:
CITY, STATE: <u>Dripping Springs, TX</u>	ZIP: <u>78620</u>
PHONE NUMBER: <u>(512) 431-0778</u>	
EMAIL ADDRESS: <u>jamesp@pgarchitects.com</u>	

SECTION 2: OPERATOR'S INFORMATION

OPERATOR'S NAME: <u>Ann Connolly</u>	
ADDRESS: <u>305 Poco Ranch Rd.</u>	APT. NUMBER:
CITY, STATE: <u>Dripping Springs, TX</u>	ZIP: <u>78620</u>
PHONE NUMBER: <u>(512) 500-9806</u>	
EMAIL ADDRESS: <u>annadairconnolly@gmail.com</u>	

SECTION 3: LOCAL CONTACT PERSON'S INFORMATION

LOCAL CONTACT PERSON'S NAME: Bill Polkington	
ADDRESS: 1379 River Run	APT. NUMBER:
CITY, STATE: Blanco, TX	ZIP: 78604
24-HOUR PHONE NUMBER: (830) 237-9685	
EMAIL ADDRESS: bill@polkarchitectural.com	

Property ID# 88093

SECTION 4: PROPERTY INFORMATION

NAME OF SHORT-TERM RENTAL:		
ADDRESS AND/OR LOCATION OF REQUEST 1312 Greenlawn Parkway		
PROPERTY LEGAL DESCRIPTION (ATTACH SITE PLAN AND FLOOR PLAN): Greenlawn Place Subd., Lot 6, Acres. 2767		
EXISTING ZONING: R1/R2 R3	NUMBER OF BEDROOMS: 3	OCCUPANCY LIMIT: 6
GENERAL DESCRIPTION OF ANY FOOD SERVICE TO BE OFFERED TO GUESTS: N/A		

**I certify that I am the owner/or properly authorized representative of the property described in this petition and authorized to file this application.

Signature of Owner/Applicant: James B. Powell Date: 11/20/2024


<p>FOR CITY USE ONLY</p> <p>PERMIT #: _____</p> <p><input type="checkbox"/> Update Short-Term Rental List/Map <input type="checkbox"/> Life Safety Inspection <input type="checkbox"/> Email Financial Dept. Information</p>	<p>FEES:</p> <p>\$300 per permit; to be paid annually</p>
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The Applicant/Owner must provide the following with this application:

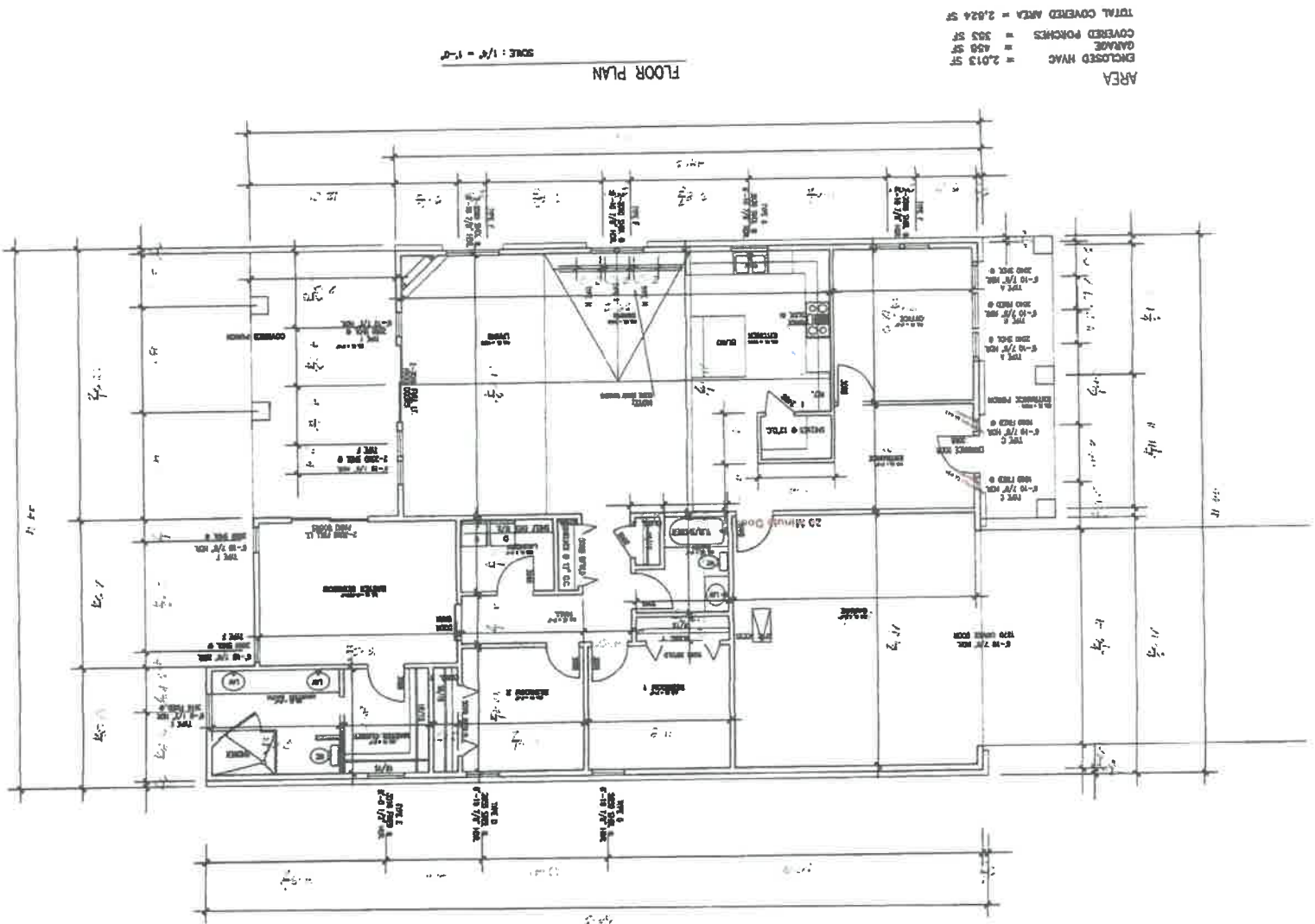
<input checked="" type="checkbox"/>	A site plan showing the proposed layout of the property use and any on-site parking available for the short-term rental. The site plan shall also include any proposed spas, hot tubs, pools, fire pits, bars, cabanas, and any other proposed uses or structures.
<input checked="" type="checkbox"/>	A copy of the floorplan of the existing or proposed structure to include bedroom sizes and dimensions.
<input checked="" type="checkbox"/>	If the short-term rental was in operation prior to May 10, 2022, and the Applicant/Owner claims vested rights based upon this prior operation, attach documented evidence of such operation.

AFFIRMATION: I hereby certify that I have carefully read the application and that all the information contained therein is true and correct upon penalty of perjury. I understand that any false statement made by me on this application could cause the City to revoke the permit. I understand that I am required to abide by all rules and regulation of the City of Blanco Short-Term Rental Ordinance. Further, I authorize the City of Blanco to investigate and verify the facts claimed by me on this application.

AUTHORIZATION: This application must be signed by the applicant if the person is an individual; if the person applying is a partnership, by a general partner; if the person applying is a corporation, by an officer.

Signature of Applicant:  Date: 11/20/2024

City Approval: _____ Date: _____



AREA
 ENCLOSED HVAC = 2,013 SF
 GARAGE = 450 SF
 COVERED PORCHES = 303 SF
 TOTAL COVERED AREA = 2,824 SF

FLOOR PLAN

SCALE: 1/4" = 1'-0"

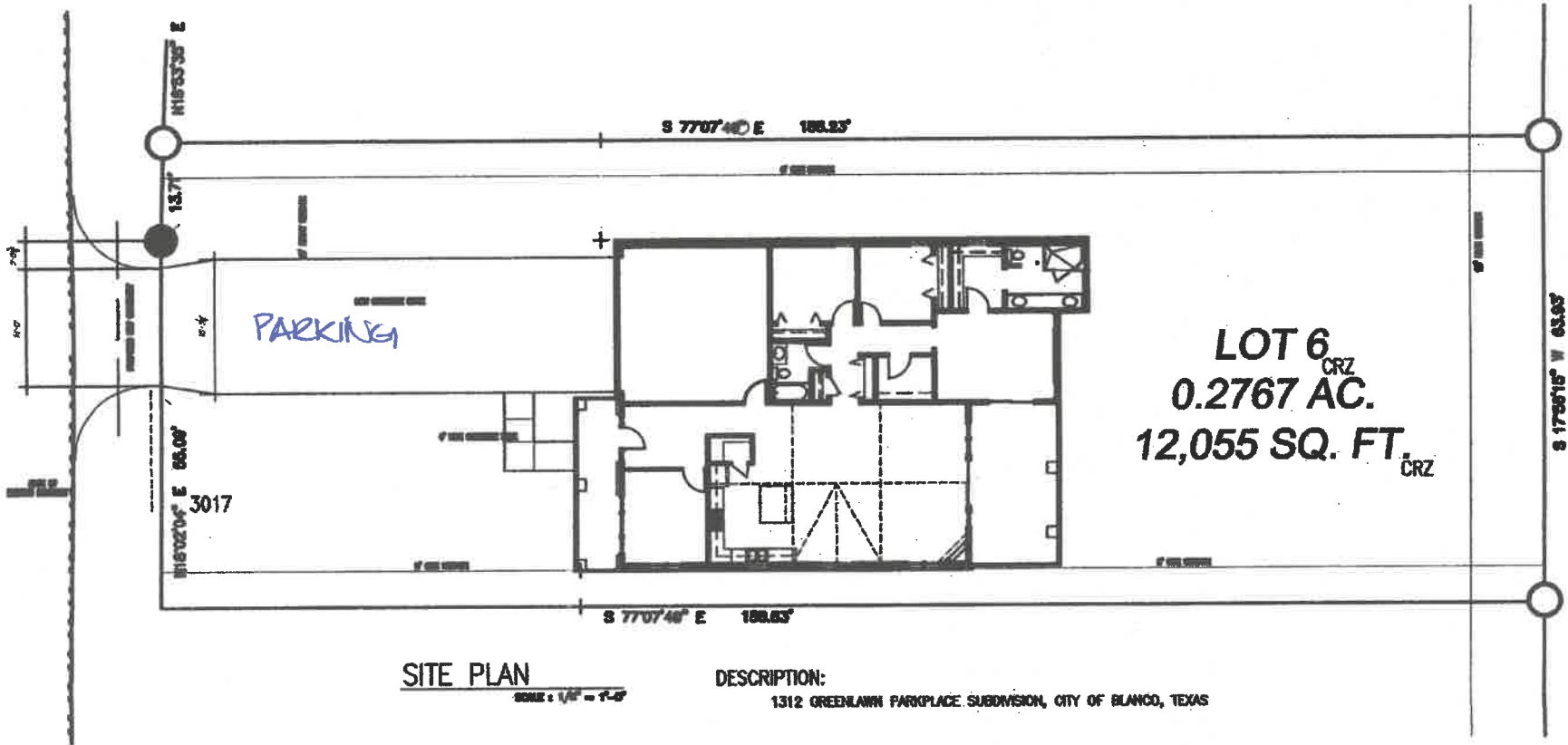
Sheet No. **A3.1**
 Floor No. **1st**

Polkington Group Architects, Inc.
 408 South West 40th Street, Suite 200, Fort Lauderdale, FL 33308
 Phone: (954) 575-1111 Fax: (954) 575-1112

8/3/2004



NEW HOME FOR
LOT 6, GREENLAWN PLACE SUBDIVISION
 TEJAS HERITAGE HOMES, LLC
 XXXXX GREENLAWN PARKWAY
 BLANCO, TEXAS 78808

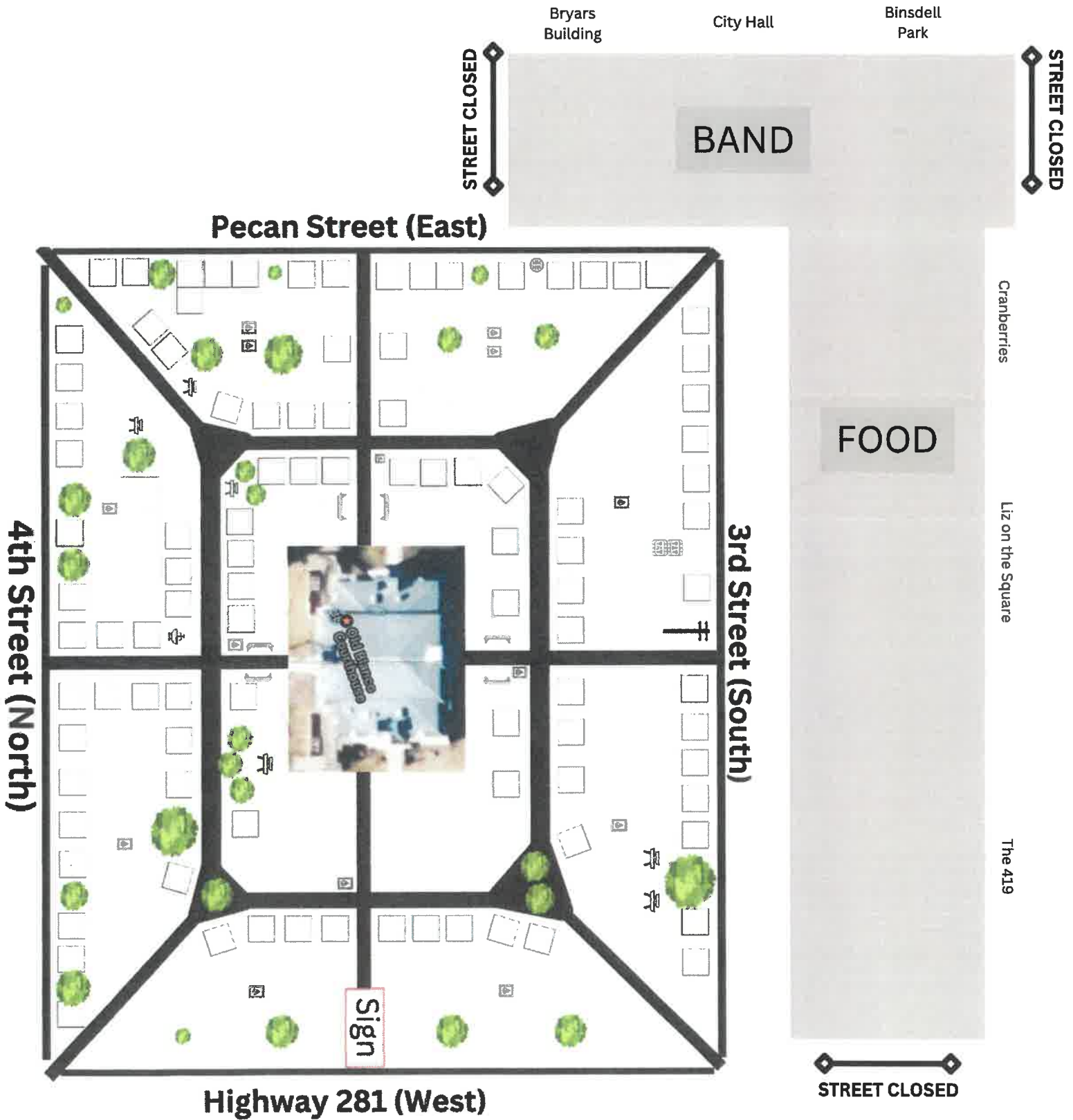


NEW BUSINESS

ITEM #2

2nd Annual Blanco Founders Day - Proposed Street Closure

March 22, 2025



NEW BUSINESS

ITEM #3

**ELECTION SERVICES CONTRACT
BETWEEN THE
BLANCO COUNTY ELECTIONS OFFICER AND THE
CITY OF BLANCO, TEXAS**

THIS ELECTION SERVICES CONTRACT (“Contract”) is entered into and made by and between the CITY OF BLANCO, Texas (“Entity”) and Rosemary Adame, Blanco County Elections Administrator (“Elections Officer”), collectively “the Parties”, under authority of the Texas Election Code Chapters 31 and 271, and approval of the Blanco County Commissioners Court and the City Council of the City of Blanco, for the May 3, 2025 Uniform Election (“Election”) services to be administered by the Elections Officer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set out herein, **IT IS AGREED** as follows:

SECTION 1. DUTIES AND SERVICES OF ELECTIONS OFFICER

The Elections Officer shall perform the following duties:

- (1) Contact the owner(s) or custodian(s) of County designated polling places and arrange for their use. In the event such voting location is not available, arrange for use of an alternate location and post notice at the previous polling place stating that the polling location has changed and providing the new address location;
- (2) Prepare, procure, and distribute all necessary election supplies, including:
 - i. ballots and ballot cards;
 - ii. qualification field systems - "KNOWink Poll-Pads";
 - iii. election kits;
 - iv. voting booths, privacy dividers, ballot boxes; and
 - v. all necessary ADA compliant voting equipment;
- (3) Oversee and arrange for the eligibility, training, and administration, including compensation, of the election judges and poll workers;
- (4) Notify election judges of the date, time, and place of the Election and early voting, the distribution of election supplies, and the number of election clerks at the polling location;
- (5) Arrange for the use of a central counting station and for personnel and equipment needed at the counting station, and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment;
- (6) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (7) Establish and operate the central counting station to receive and tabulate the voted ballots in accordance with the Texas Election Code and this Contract;
- (8) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;
- (9) File copies of this Contract with the County Treasurer and the County Auditor of Blanco County, Texas; and
- (10) Perform all election duties in accordance with the Texas Election Code.

SECTION 2. DUTIES AND SERVICES OF THE ENTITY

The Entity shall perform the following duties:

- (1) Certify in writing each candidate's name as each is to appear on the ballot, the order on the ballot, and the office sought. Such certification shall be provided to the Election Officer as soon as possible after the filing deadline;
- (2) Upon compilation by the Election Officer, approve the appointment of the presiding election judge(s) and alternate election judge(s) for each Vote Center/polling place listed in "Exhibit A", attached hereto and incorporated fully herein; and
- (3) Submit payment for its pro rata share of the election costs within 60 days after submission of the Actual Costs Report invoice by the Elections Officer to the City.

SECTION 3. JOINT ELECTION; EARLY VOTING; RUNOFF; RECOUNTS

- (a) Joint Election. It is acknowledged that this Election is a Joint Election under Texas Election Code Chapter 271. The Elections Officer may enter into a Joint Election Services Contract with other political subdivision(s) in the County, ("Participating Parties"), as listed in "Exhibit B", attached hereto and incorporated fully herein. The election costs of common polling places, ballots, programming, voting equipment, and election workers will be shared on a pro rata basis with the other Participating Parties as outlined herein.
- (b) Early Voting. This Contract shall apply to Early Voting. The Elections Officer shall serve also as the Early Voting Clerk.
- (c) Runoff Election. A Participating Party shall have the option of extending the terms of this Contract through a runoff election, if conducted. A Participating Party reserves the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The cost of such runoff election will be borne by the affected Entity and will be contracted for at such time.
- (d) Recount. A recount may be obtained as provided by the Election Code. The Election Officer shall serve as the recount supervisor. The recount shall take place at a location designated by the Election Officer. Costs of the recount shall be assessed on the requestor of the recount.

SECTION 4. EXPENSES AND ALLOCATION OF COSTS

- (a) Costs. The Participating Parties shall pay for actual costs of equipment, supplies, services and administrative costs of the Election as provided herein. The actual costs shall include costs for voting equipment, polling location staff, programming equipment, and ballot production. Estimates of costs are contained in "Exhibit C", attached hereto and incorporated fully herein. Allocation of actual costs shall be pro-rated among the Participating Parties by each Participating Party's percentage of registered voters of the total registered voters of all participating authorities as demonstrated below:

Costs Allocation Example

	# Registered Voters Per Entity	Total Voters Per Entity/ Aggregate Total	Cost Allocation Per Entity
County	10,157	10,157/13,855 =	73.31%
Entity A	1,224	1,224/13,855 =	8.83%
Entity B	<u>2,474</u>	2,474/13,855 =	<u>17.86%</u>
Aggregate Total Voters:	13,855		100.00%

- (b) Administrative Fee. Each Participating Party shall be assessed and pay an administrative fee equal to 10% of the Entity's share of the Election costs or a minimum of \$75.00, whichever is higher.
- (c) Costs Adjustments. If a Participating Party terminates this Contract, withdraws from this Contract, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will be adjusted and itemized in the final Actual Cost Report.

SECTION 5. CANCELLATION OF ELECTION AND CONTRACT

The Entity may cancel this Contract at any time without cause. In the event of cancellation, Entity shall be responsible only for its share of expenses incurred prior to cancellation.

SECTION 6. GENERAL PROVISIONS

- (a) Nothing contained in this Contract shall serve to authorize or permit the Entity to change the Elections Officer, the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or to perform any of the other nontransferable functions specified by Texas Election Code Section 31.096.
- (b) The Elections Officer is the agent of the Entity for the purpose of contacting third parties regarding election expenses. The Elections Officer is not liable for the Entity's failure to pay a third-party claim.
- (c) All election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the City or Participating Parties. Except for the Elections Officer, no election personnel shall be entitled to the rights, privileges, or benefits of the City or Participating Parties' employees, nor shall any election personnel hold himself out as an employee or agent of the City or Participating Parties.
- (d) This Contract is subject to the written approval of the political subdivision involved in the

election and shall not be binding on the Entity until such written approval is obtained.

- (e) **LIABILITY FOR NEGLIGENCE. ALL PARTIES TO THIS CONTRACT SHALL BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTY UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.**

To the extent permitted by law, if legal action is filed against a party to this Contract, that party shall be solely responsible for their own respective costs and defense of that suit.

- (f) This Contract shall be construed under and in accordance with applicable Federal and State laws. All obligations of the Parties shall be performed in Blanco County, Texas.
- (g) In case 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, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract.
- (h) In the case of an election contest solely challenging this Entity's election results, the cost of such contest, challenge, or litigation will be borne by the Entity.
- (i) This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understanding of written or oral agreement between the Parties.
- (j) No amendment, modification, or alteration of the terms shall be binding unless in writing and executed by the Parties.
- (k) This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Signature Pages follow.

IN WITNESS WHEREOF, the undersigned have agreed to and executed this Contract on the dates indicated below, and the Contract is effective on the date the last Party signs:

CITY OF BLANCO, TEXAS

Hon. Mike Arnold, Mayor

Date: _____

Attest:

Laurie Cassidy, City Secretary

Date: _____

BLANCO COUNTY ELECTIONS OFFICER

Rosemary Adame, Elections Administrator
Blanco County, TX

Date: _____

BLANCO COUNTY COMMISSIONERS COURT

Hon. Brett Bray, County Judge

Date: _____

Attest:

Laura Walla, County Clerk

Date: _____

**ELECTION JUDGES AND
VOTING CENTERS/POLLING PLACES**

(To be incorporated by reference fully herein upon compilation of the judges and approval by the City Council of the CITY OF BLANCO.)

**BLANCO COUNTY ELECTIONS
AMENDED ORDER OF APPOINTMENT
2023-2025 PRESIDING JUDGES AND ALTERNATE JUDGES**


The Commissioner's Court of Blanco County does hereby appoint the following Election Judges and Alternate Judges for a two-year term to begin September 1, 2023 and will expire August 31, 2025, pursuant to Chapter 32, of the Texas Election Code


PRECINCT	LOCATION	PRESIDING JUDGE	ALTERNATE JUDGE
102	First Baptist Church 1200 4th Street Blanco, TX 78606	Candy Rudy	Rachelle Willgren
201	Good Shephard Catholic Church 285 281 Loop Road Johnson City, TX 78636	Diane Radocha	Brenda Thomas
302	Courthouse Annex-Hoppe Ann 101 East Cypress Street Johnson City, TX 78636	Ralph Merlesdorf	James Eric Porter
303	Round Mountain Fire Dept 9480 US Highway 281 Round Mountain, TX 78663	Amadea Buck	Julia McComas
401	South Blanco County Annex 402 Blanco Avenue Blanco, TX 78606	Kelly Barrows	Chris Langfeld
Early Voting Ballot Board	County Courthouse Annex 101 East Cypress Street Johnson City, TX 78636	Frank Blagg	Mary Sward
Central Count	County Courthouse Annex 101 East Cypress Street Johnson City, TX 78636	Vicky Blagg	Denise Adams


it is hereby directed that this Amended Order be filed with the clerk of this court and that a copy be given to the custodian of the election records for Blanco County


The Blanco County Elections Administrator is hereby instructed to send notice of appointment to each Election Judge and Alternate Judge to notify them of their appointment in accordance with Section 32.009 Texas Election Code


APPROVE AND PASSED this 27th day of August 2024



 Hon. Brett Bray
 Blanco County Judge


 Hon. Tommy Weir
 County Commissioner, Precinct 1


 Hon. Chris Liesmann
 County Commissioner, Precinct 3


 Hon. Erin Ray Wecker
 County Commissioner, Precinct 2


 Hon. Charles Riley
 County Commissioner, Precinct 4

ATTEST

 Hon. Laura Walla
 Blanco County Clerk

**POLITICAL SUBDIVISIONS
PARTICIPATING IN JOINT ELECTION
("Participating Parties")**

(To be incorporated by reference fully herein upon completion of assembly of the Parties.)

*City of Johnson City, Johnson City, Texas
Blanco-Pedernales Groundwater Conservation District*

ELECTION COSTS ESTIMATE

(To be incorporated by reference fully herein upon compilation of costs by the Election Officer.)

Election Expenses	Additional Info	Election Summary
Section A. Cost of Election		
Thermal Cards		\$500.00
Layout		\$500.00
Audio / Coding		\$6,000.00
Ballots (Absentee, Sample, PreCoded Test)		\$300.00
Media		\$600.00
Kits (Absentee/Military, Provisional)		\$200.00
Posting (Notice of Election/Public Testing)		\$350.00
	SUBTOTAL	\$8,450.00
Section B. Early Voting Workers		
Early Voting Workers (3)		
2 sites: Johnson City & Blanco		\$4,000.00
	SUBTOTAL	\$4,000.00
Section C. Election Day Workers		
Election Day Judges & Clerks (4)		
Precinct 102		\$800.00
Precinct 201		\$800.00
Precinct 302		\$800.00
Precinct 303		\$800.00
Precinct 401		\$800.00
Training - Election Workers		
Early Voting Clerks / Election Day Judges & Clerks	(Included Above)	500.00
Delivery of Election Equipment and Supplies		
Election worker		125.00
Early Voting Ballot Board / Central Count Station		
Judges	EVBB	\$400.00
Clerks	EVBB	\$400.00
Clerks	CSS	\$400.00
Provisional & Late Ballot Board		
Judges & Clerks		\$300.00
Site Support / Elections Office Personnel		
Vendor Site Support (ordered at Poli Sub req)	(ES&S)	\$5,026.00
	SUBTOTAL	\$11,151.00
Section D. Miscellaneous Expenses		
Communication	MIFI	\$125.00
Equipment Rentals	50 devices @ \$100.	\$5,000.00
	SUBTOTAL	\$5,125.00
Sections A-D Total		\$28,726.00
Section E. Administrative Fee		
Elections Services Contract Administrative Fee	(Election Total x 10%)	\$2,872.60
	SUBTOTAL	\$2,872.60
TOTAL COST OF ELECTION:		\$31,598.60

NEW BUSINESS

ITEM #4

CITY OF BLANCO, TEXAS
GENERAL ELECTION ORDER

ORDINANCE 2025-O-001

AN ORDINANCE OF THE CITY OF BLANCO, TEXAS,
PROVIDING FOR THE HOLDING OF A GENERAL
ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF
ELECTING ONE MAYOR AND TWO (2) COUNCIL
MEMBERS; AND PROVIDING DETAILS RELATING TO
THE HOLDING OF THE ELECTION.

WHEREAS, the laws of the State of Texas provide that on May 3, 2025, there shall be a general election for municipal officers; and

WHEREAS, the term for the Mayor and two City Council Members At-Large are scheduled to expire at the next uniform election date.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLANCO THAT:

SECTION 1. ELECTION

- A. A General Election is called and ordered for May 3, 2025, at which election the qualified voters of the City of Blanco may vote for the purpose of electing the Mayor and two (2) City Council Members At-Large.
- B. Candidates for the above offices may file their application beginning at 8:00 a.m. January 15, 2025 and shall file their applications no later than 5:00 p.m. February 14, 2025, on the 78th day before the date of the election, as provided in Sections 141.031 and 143.007 of the Texas Election Code. All candidates for the offices to be filled in the election to be held on May 3, 2025, shall file their sworn application with the City Secretary of the City of Blanco at City Hall, 300 Pecan Street, Blanco, Texas, said applications shall be on a form as prescribed by the Election Code of the State of Texas.

The City Secretary shall note on the face of each application the date and time of its filing. All applications shall include a clear reference to the office the candidate is seeking.

- C. The present boundaries of the City of Blanco shall constitute one election precinct. The polls shall be open for voting 7:00 a.m. to 7:00 p.m. at the following countywide polling places:

ELECTION DAY POLLING PLACES

First Baptist Church
1200 4th Street
Blanco, TX 78606

Good Shepherd Catholic Church
285 281 Loop Road
Johnson City, TX 78636

Blanco County Courthouse Annex-Hoppe
101 E. Cypress Street
Johnson City, TX 78636

Round Mountain Fire Department
8480 US Highway 281
Round Mountain, TX 78663

Blanco County South Annex
402 Blanco Avenue
Blanco, TX 78636

SECTION 2. APPOINTMENTS

- A. The Election Officer is authorized to appoint the Presiding Election Judge, and the Alternate Presiding Election Judge. The Election Officer is authorized to appoint additional alternates, if necessary. The Presiding Judge at each polling place shall have the authority to appoint no more than two (2) clerks to assist in the holding of the election, but in no event serve as the early voting ballot board for the election and the Presiding Judge of the election precinct shall also serve as the presiding officer of the Early Voting Ballot Board. The Board shall process early voting results in accordance with the Texas Election Code. Compensation for each Election Judge(s) and Clerks shall be in accordance with Section 32.091 and 32.092 of the Texas Elections Code.
- B. The Election Officer is hereby appointed clerk for early voting. The Election Officer is authorized to appoint a deputy clerk or clerks for early voting in accordance with Chapter 83, Subchapter B of the Election Code.

SECTION 3. EARLY VOTING BY MAIL

Blanco County Elections Officer shall serve as Early Voting Clerk for the purpose of receiving ballot applications for ballots to be voted by mail. Ballot applications submitted by mail shall be addressed to the City's Early Voting Clerk at the following address:

Early Voting Clerk
P. O. Box 13
Johnson City, Texas 78636

SECTION 4. EARLY VOTING BY PERSONAL APPEARANCE

- A. The Election Officer shall serve as the Early Voting Clerk for early voting by personal appearance. The Early Voting Clerk shall have the authority to designate such deputy early voting clerks as may be necessary to staff the Early Voting Polling Place established under this Order.
- B. The place for early voting for the election shall be:

EARLY VOTING POLLING PLACE

Blanco County Courthouse-Annex-Hoppe
101 E. Cypress Street
Johnson City, TX 78636

Blanco County South Annex
402 Blanco Avenue
Blanco, TX 78606

- C. The election clerks shall keep the office open from 8:00 a.m. until 5:00 p.m., for early voting on each day that which is not a Saturday, a Sunday, or an official state holiday, beginning April 22, 2025, and continuing through April 29, 2025 for early voting by personal appearance. The clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the Blanco County Elections office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The Blanco County Elections mailing address is P.O. Box 13, Johnson City, Texas, 78636 where ballot applications and ballots voted by mail may be sent. The early voting clerk shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent, in accordance with the provisions of the Election Code. The roster shall be maintained in a form approved by the Secretary of State.

SECTION 5. CONDUCT OF ELECTION

- A. Electronic voting shall be used for the election, both in early voting and for voting on election day, in accordance with the Election Code. The use of at least one (1) voting station that complies with Section 61.012 of the Texas Election Code, which provides a practical and effective means for voters with physical disabilities to cast a secret ballot is hereby authorized.
- B. A central counting station is established at the place designated in Blanco County Annex-Conference Room at 101 E. Cypress, Johnson City, TX 78636 . The Election Officer will be appointed as the Central counting station manager and the Election Clerk will be appointed as the Tabulation Supervisor.
- C. All expenditures necessary for the conduct of the election, the purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Election Code. The Election Officer is hereby authorized and directed to furnish all necessary election supplies to conduct the election.
- D. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Election Code. The City Secretary shall post a notice in her office, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by such candidate, shall have a right to be present and observe the drawing.
- E. The Mayor and two (2) City Council Member candidates receiving the highest number of votes shall be declared elected to such positions.
- F. Notice of this election shall be given in accordance with the provisions of the Election Code. The Mayor shall issue all necessary orders and writs for such election and returns of the election shall be made to the City Secretary immediately after the closing of the polls.
- G. All election materials shall be printed in English and Spanish as required by Section 272.001 of the Texas Election Code.
- H. The election shall be held in accordance with the applicable requirements of the Texas Election Code. If any provisions of this ordinance conflicts with a mandatory provision of the Election Code, it is the intention of the City Council that the provision of the Election Code shall control.

SECTION 6. CANVASSING OF RETURNS

The Election Officer shall make a written return of the Election Results to the City Council in accordance with the Election Code. The City Council shall canvass the returns and declare the results of the Election in accordance with the Texas Election Code.

SECTION 7. AUTHORIZATION TO EXECUTE

The Mayor of the City of Blanco is authorized to execute, and the City Secretary is authorized to attest this Ordinance on behalf of the City Council. The Mayor is further authorized to do all other things legal and necessary in connection with the ordering, holding and consummation of the Election.

SECTION 8. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

SECTION 9. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 10. PROPER NOTICE & MEETING

A quorum of the City Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED this, the _____ day of _____, 2025, by a vote of _____ *ayes*, _____ *nays*, _____ *abstentions* of the City Council of the City of Blanco, Texas.

CITY OF BLANCO, TEXAS

Mike Arnold, Mayor

ATTEST:

Laurie Cassidy, City Secretary, TRMC

NEW BUSINESS

ITEM #5



City of Blanco

P.O. Box 750 Blanco, Texas 78606

Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 1/14/25

DESCRIPTION: Pumps and motors needing to be replaced at the Water Treatment plant paid through either the Interest and Sinking fund or Enterprise fund for the amount of \$47,000.

ANALYSIS: The Water treatment plant was completed in November of 2024 but existing pumps and motors from the original treatment plant closed in 2019 were included in the engineering plans. Because they were not replaced by the plans these pumps and motors need to be replaced now are not in this year's (25') budget.

Staff is requesting guidance on whether the funds should be taken from the \$55,000 of reserve in the I&S fund or taken from the reserves in the Enterprise fund (about \$300,000). The cost of replacing the pumps and motors is \$47,000.

FISCAL IMPACT:

RECOMMENDATION:



Austin Armature Works, LP
 496 Commercial drive, Buda, TX 78610
 Phone (512)312 0088 Fax (512)312 0988

Customer ID	Quote Date
002178	1/3/2025
Attn	cc
Damon Berryman	

Quote Number
FRQ4251

Customer Information

INFRAMARK, LLC
 2002 WEST GRAND PKWY NORTH
 STE 100
 KATY, TX 77449

Ship To Information

Inframark- Blanco
 1015 Fulcher St
 BLANCO, TX 78606

Quote By:	Jozua van der Merwe
PO #:	
RFQ #:	
Salesperson:	Jozua van der Merwe
Phone:	(580) 216-4395 x
Fax:	(512) 716-0024 x
Terms:	Net 30

Quote Information

Reason Sent For Repair: Inframark Blanco- Fulcher Booster Pumps

Required Work: FR14038 -Removal

Arrived on site verified power was off and how to bypass HOA since power to switches wasn't connected. Took bonnet off and pulled key out. pulled motor coupling and attempted to spin. Motor was locked up and was missing bearings for ratchet assembly. Customer told us to go ahead and pull both pumps and motors to make sure they run properly since station needs to be up and running ASAP.

SRQ8154 -Pump Rebuild and New Motors

Replacement Motor: V4017 - 30HP,4P,286,230/460V, OPEN, WPI

*Recondition Turbine Pump:

- Measurements & Disassembly Photos
- Complete teardown & inspection
- Clean all parts and check mechanical fits
- Prep/Blast/Burn all pump parts
- Remove all broken bolts or damaged lines
- Complete mechanical Turbine inspection form
- Includes the following:
 - Shaft run out, on all shafting
 - Bowl assembly clearances
 - All data will be checked to HI (Hydraulic Institute) standards

Machine Work:

- Full Pump Head & Stuffing box Recondition
- Machine Custom connection flange for Head/Column
- Machine new Bowl shaft - For retrofit
- Machine new Motor shaft
- Provide & Install New Bowl Assembly
- Assemble Pump with photos
- Provide & Install new hardware (as required)
- Provide & Install new Cartridge Seal/ PTFE Packing as required
- Final Prep/Prime/Paint, Gun
 - Red Oxide primer (0340-10101)
 - Head, Bowl Assembly, & Columns (Tnemec 0340-00412)

Subtotal : 47,052.84

Lead Time

Tax : 0.00

Total for Quote FRQ4251 : 47,052.84

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED): _____

Ship Via: _____

Our Tax ID:

Your Tax ID:

Sales Tax Code 1: No Sales Tax



Quote

Customer ID	Quote Date	Quote Number
002178	1/3/2025	FRQ4251
Attn	cc	
Damon Berryman		

Customer Information	Ship To Information	Quote By: Jozua van der Merwe
INFRAMARK, LLC 2002 WEST GRAND PKWY NORTH STE 100 KATY, TX 77449	Inframark- Blanco 1015 Fulcher St BLANCO, TX 78606	PO #:
		RFQ #:
		Salesperson: Jozua van der Merwe
		Phone: (580) 216-4395 x
		Fax: (512) 716-0024 x
		Terms: Net 30

Topcoat Head to match incoming, If required
Provide Can & Discharge gaskets
Final QA with Photos

FRQ4251-Reinstall and Startup

Transport New Equipment to Site
Install New Pumps and Motors
Wire and Verify Rotation
Perform Start-up

		Unit Price	Ext Price
FR14038			
1	Pump Removal	1,955.00	1,955.00
Total for FR14038 :			1,955.00
FRQ4251			
1	Pump Install and Startup	5,000.00	5,000.00
Total for FRQ4251 :			5,000.00
SRQ8154			
1	V4017 - 30HP,4P,286,230/460V,OPEN,WPI,SMALL AC MOTOR	3,968.22	3,968.22
1	V4017 - 30HP,4P,286,230/460V,OPEN,WPI,SMALL AC MOTOR	3,968.22	3,968.22
2	Custom Turbine Build per SOW on front sheet. New pump end installed on customers existing head.	16,080.70	32,161.40
Total for SRQ8154 :			40,097.84

Quotes are only Valid for 30 days.

Any & All repair jobs past 90 days are subject to scrap out and inspection billing unless arrangements have been made.

Subtotal :	47,052.84
Tax :	0.00
Total for Quote FRQ4251 :	47,052.84

Lead Time

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Ship Via: _____

Our Tax ID:

Your Tax ID:

Sales Tax Code 1: No Sales Tax

New Unit



Old Pumpend



NEW BUSINESS

ITEM #6

NEW BUSINESS

ITEM #7

The City Manager Form of Government - Chapter 25

Any general law city with less than 5,000 in population may adopt the city manager form of government under Chapter 25 of the Local Government Code. Upon presentation of a petition signed by at least 20 percent of the number of voters for mayor in the last preceding city election, the mayor must call an election on the question of adopting the city manager plan. Id. §§ 25.022; 25.023; 25.025. If a majority of the votes cast at the election favor adoption of the city manager plan, the council must, within 60 days after the election, appoint a city manager and fix his or her salary by ordinance. Id. § 25.026. Procedures for repealing the city manager plan are essentially the same as for adopting it. Id. § 25.071.

If a general law city adopts the city manager form of government under the procedural requirements of Chapter 25, the administration of the city is to be placed in the hands of the city manager, who serves at the pleasure of the city council. Id. § 25.028. In any city where the city manager plan has been approved by a Chapter 25 election, all officers of the city, except members of the governing body, thereafter, are appointed as provided by ordinance. Id. § 25.051. The city manager administers the city business, and the governing body of the city ensures that the administration is efficient. Id. § 25.029. The city manager is the budget officer for the city. Id. § 102.001. The governing body by ordinance may delegate to the city manager any additional powers or duties the governing body considers proper for the efficient administration of city affairs. Adopting the city manager plan does not change the basic governmental framework of a city operating under the commission or aldermanic form of government. Rather, it is an administrative mechanism added to the basic structure. However, any city can appoint a city manager, city administrator, or other managerial employee, regardless of whether the city has adopted Chapter 25 of the Local Government Code. Id. § 25.051.

NEW BUSINESS

ITEM #8

NEW BUSINESS

ITEM #9

Blanco Heritage Organization Concept Paper

December, 2024

Background:

An important part of the City of Blanco's governance responsibility is to preserve and protect the quality of life for the Citizens of Blanco as well as the greater Blanco area that consider Blanco their hometown. To satisfy that mission, the City of Blanco is currently engaged in many efforts to develop resources to improve the quality of life for residents of our entire community by addressing, parks and recreation, and attractive community gathering spaces for personal interaction, infrastructure, water quality, water resources, wastewater services, and economic development. The City of Blanco has established relationships with various governmental entities to assist in meeting our mission and see the need to promote partnerships with non-governmental entities to enhance community participation and investment in the preservation and protection of Blanco community heritage, natural resources, promoting the arts, education, and enhance the general quality of life. The investment is not just monetary, but also refers to the community commitment to seeing that Blanco resources are used appropriately and for the shared benefit of the community and the environment.

An effective means of engaging the community's participation and investment desired is through the creation of a non-profit foundation. The foundation would serve as the community advocate—beyond what may be appropriate for the City of Blanco or other governmental entities to promote—for the resources of the City of Blanco and the surrounding areas of Blanco.

Currently many initiatives throughout the Blanco area require more than the governments can provide to achieve the desired level of success. These include but are not limited to the Downtown Revitalization Streetscape Project, enhancements to the Pecan Bottom park area, developing recreational uses, community walkability to include walkable access along the Blanco River in partnership with the Blanco State Park, and implementing educational programs to promote the public's affinity for preserving and protecting the natural resources and enhancing the quality of Community life, and other related enhancement programs.

The Vision:

The Blanco Heritage Organization will help the City of Blanco and other governmental partners ensure sustainable enhancements to The City of Blanco and surrounding areas of the County that represent the Greater Blanco Community to benefit quality of life and the environment through fund raising, education, and advocacy.

The Mission:

The Blanco Heritage mission is to preserve, support, enhance, and sustain the Blanco Texas Community vision for a vibrant cultural, historical, ecological, and recreational life-style experience for community members and visitors in the Greater Blanco Texas Community

Organization:

Board of Directors—limited membership less than 20

Membership represents the entire community of Southern Blanco County.

Noteworthy individuals-recognizable

Must be viewed as reputable, charitable and advocates of the Blanco Community

Long range planning

Policy oversight

Budget oversight

Staff direction

Advisory Committee(s) - broader membership

Membership representing the entire community (more than just board members)

Committee structure may be modified to support the foundation’s project priorities

Make recommendations for project priorities

Implementation of foundation’s approved plan, projects/programs

Fundraising programs

Staff

In formation period: Three to six months

Recruiting Executive Director: \$4,000 in recruiting expense

Permanent staff:

Executive Director \$80,000/yr

Administrative Assistance \$48,000/yr

Blanco Heritage Organization will initially seek private donations from individuals and corporate donors to support recruiting efforts for the two paid staff and operating expenses for first 6 to 12 months of operations. Approx \$175,000

Timeline

The goal is to have the foundation to be operational by Q2 2025 to coincide with the timeline for the City to execute an approved Downtown Streetscape plan, and can be potentially assist in funding the goals of the City of Blanco’s updated Comprehensive Master Plan.

Initial projects suggested for funding:

- Beautification and revitalization projects on the north, south, and eastern sides of Blanco Square known as the **Streetscape Project**.
- The Pecan Bottom on the south side of the historic square

**MEMORANDUM OF AGREEMENT AMONG BLANCO
HERITAGE, A NON-PROFIT CORPORATION; CITY OF
BLANCO; AND STREETScape COMMITTEE, A
COMMITTEE APPOINTED BY THE CITY**

This MEMORANDUM OF AGREEMENT ("MOA") is entered into among the Streetscape Committee, appointed by the City of Blanco ("Streetscape"), Blanco Heritage, a Texas non-profit organization ("BH") and the City of Blanco (the "City") (collectively, the "Parties")

WHEREAS the City established Streetscape to develop a plan for the preservation and economic improvement of the Blanco Historic District and is willing to support such a plan as described. Below;

WHEREAS BH's mission is to preserve, support, enhance, and sustain the Blanco Texas Community vision for a vibrant cultural, historical, ecological, and recreational lifestyle experience for community members and visitors in the Greater Blanco Texas Community;

WHEREAS BH is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and to promote the public interest- in the general improvement of the community of Blanco, Texas;

WHEREAS BH is interested and willing to work with Streetscape and the City to raise funds for the downtown revitalization Streetscape Plan (the "Project") to be approved by City Council; and

WHEREAS the purposes of this Agreement are consistent with the objectives and purposes of both BH and the City and serve the public interest and welfare;

NOW THEREFORE in consideration of the mutual interests and objectives of the Parties, BH, Streetscape, and the City agree as follows:

1. Term. This Agreement shall commence on the later of the date it is executed by the parties or January 15, 2025, and shall terminate upon the earlier of either the City or BH giving the other thirty (30) days written notice of termination or upon the completion of the Project.
2. Definition of Relationship.
 - a. The City supports and encourages the services of BH to raise funds to assist in paying for the expense of development and completion of the Project. The City will participate in funding a plan for the Project as described below.
 - b. BH and Streetscape will collect funds for the Project and deposit such funds in a separate agency bank account.
 - c. BH and Streetscape will maintain accurate records of funds received and disbursed.

- d. BH will not have contractual or management responsibility for the Streetscape Plan and Project. Any such responsibility shall be held by Streetscape and the City as described below.
- e. From time-to-time and as dictated by any contract between the City and the organization (to be determined after bid selection) selected to develop the Blanco Streetscape Master Plan, Streetscape will request funds from BH to satisfy contractual invoices.
- f. The City will provide BH with a list of persons authorized to request funds along with a sample signature of each individual so authorized.
- g. The format of the fund request will be determined by the City and BH but will always include a signature by a designated representative of the City.
- h. From time-to-time and as requested by the City, BH will furnish designated Streetscape and City officials with a status of funds received, disbursed and remaining in the account established to support the Project.
- i. Any funds remaining in the account upon completion of the Project will be used to satisfy the goals and mission objectives of BH in regard to other projects benefiting the City.

3. Solicitation and Coordination of Funds.

- a. The City and BH agree to work together to coordinate the solicitation of funds for the Project.
- b. The City and BH agree to each appoint an individual whose responsibility will be to coordinate all issues relating to the Project, but especially as related to fundraising and disbursement, pursuant to this Agreement.

4. City Participation; Limitation and Delegation of Authority; Streetscape Responsibility

- a. The City has budgeted certain funds in the past to assist in funding the initial work of Streetscape, and any related contractor. The City will have no other specific requirement for such funding unless an approved budget allows.
- b. The City and BH hereby authorize Streetscape, using the available City funding, and any funds raised by BH to contract directly with an architect or professional planner for the initial work in development of a vision and plan of the Project, and any related work. Any such contract shall hold the City, Streetscape and BH harmless of any negligence or intentional misconduct of any architect or professional planner.
- c. Streetscape shall closely inform the City and BH of all activity related to the Project, including the execution and performance of any contract, and all related matters.

5. Further Covenants of BH and Streetscape.
 - a. HB and Streetscape agree to act in a prudent and businesslike manner in managing and disbursing funds appropriated or raised for the Project. The City may at any reasonable time request an accounting of all funds.
 - b. At the completion of the Project, Streetscape will provide the City and BH with a copy of all Project documents, and an accounting of any funds received and disbursed in support of the Project.

6. Termination. This Agreement may be terminated upon thirty (30) days written notice by either the City or BH to the other or immediately by any party in the event that a party breaches any provision hereof, on the receipt by the other party of a written notice containing a reasonably detailed description of the breach.
 - a. Miscellaneous. Each party agrees to hold the other harmless from and against all claims whatsoever involving negligent acts or omissions or intentional misconduct of the other, arising from or related to the Project and this MOA.
 - b. Any notice required or permitted to be given or made under this Agreement will be in writing and will be deemed given or made when delivered in person or upon the expiration of three days after being sent by United States certified mail to the party at the following addresses, or to such other address as a party will provide to the other parties in writing in accordance with this section:

City: _____

Streetscape: _____

BH: _____

- c. This Agreement constitutes the entire agreement between the parties hereto with respect to the Project. No other agreements exist regarding the Project. Any supplements or modifications to this agreement will be executed in writing. The headings contained herein are for convenient reference only and will not be used to construe or interpret this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the later of January 15, 2025, or the last date affixed below.

CITY:

DATE:

City Administrator

STREETSCAPE:

DATE:

Chair

BH:

DATE:

Chair or Authorized Representative

NEW BUSINESS

ITEM #10

NEW BUSINESS

ITEM #11



Laurie Cassidy <citysec@cityofblancotx.gov>

TDA Downtown Revitalization Program

Angela Sifuentes <angela@lcmsinc.com>

Mon, Dec 9, 2024 at 5:07 PM

We are preparing for the next round of Downtown Revitalization Program applications. Below is some information to help you evaluate your pursuit of this grant opportunity.

Downtown Revitalization Program - Application 2025

Description: Most funds are used for the Downtown District and Must meet the National Program Objective of Elimination of Slum and/or Blight Conditions

Eligible Applicant Requirements:

- Nonentitlement general purpose units of local Government
- Levy and Collect a Local Property Tax or Local Sales Tax in the Current Fiscal Year
- Meet Progress Thresholds for existing TXCDBG Grant Agreements

Award Amount: \$1,000,000 with a Match Amount TBD with Release of TDA Application Guide

Application Method: TDA-GO grant management system

Application Deadline: March 2025

If you wish assistance in completing an application, you will need to procure administration services per grant requirements. We recommend starting this process now to ensure there is enough time to submit the Phase 1 application.

Please feel free to contact me should you wish to apply, and I will get you set up with some sample procurement documents to secure an administration service to assist you with the application.

Angela Sifuentes
Community Development Team Manager



9017 W. State Hwy 29, Suite 206, Liberty Hill, Texas 78642
Office: 512.452.0432 **Cell:** 737.215.9771
LCMSinc.com / Facebook / LinkedIn

OLD BUSINESS

ITEM #1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

City of Blanco, Texas (“Owner”) and

Schaumburg & Polk, Inc. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for [3] years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Specific Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
 6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 - 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order. ***[Note: The parties should prepare a specific, modified Exhibit A for each specific Task Order, state the scope of services for the Specific Project directly in the specific Task Order, or incorporate all or portions of Exhibit A by reference.]***
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders. ***[Note: In Paragraph 4, “Owner’s Responsibilities,” of the Task Order form, Owner and Engineer may modify or supplement the terms of the Agreement’s Exhibit B to suit the needs of the Specific Project.]***
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order. ***[Note: Incorporate this Exhibit with a specific Task Order if applicable; see Paragraph 2, “Engineer’s Services,” of the Task Order form, and Paragraph A1.05 of Exhibit A.]***
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, “Services of Engineer,” and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, “Services of Engineer,” of the specific Task Order.

- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders. ***[Note: Include any special insurance requirements for a specific Task Order in Paragraph 8, "Other Modifications to the Agreement and Exhibits," of the Task Order form.]***
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

[Note: If an exhibit is not to be included as part of the Agreement, indicate "not used" after that exhibit in the list above.]

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By:

Print Name:

Title:

Date Signed:

ENGINEER:

By:

Print Name:

Title:

Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of :



Allen R. Ross, P.E.

Principal

January 9, 2025

F-000520, State of Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

187 Elmhurst Dr.

Suite B

Kyle TX 78640

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

John Schmeling, P.E.

Title:

Title: Project Manager

Phone Number:

Phone Number: 512-242-0440

E-Mail Address:

E-Mail Address: jschmeling@spi-eng.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

- E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents,	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	\$[]	[]
	a. Study and Report Phase (A1.01)	\$[]	[]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
	c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
	d. Construction Phase (A1.05)*	\$[]	[]
	e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
	f. Post-Construction Phase (A1.06)	\$[]	[]
	g. Commissioning Phase (A1.07)	\$[]	[]
	h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)		\$[]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Task Order** dated [].

Engineer's Services for Task Order

[Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

Exhibit A – Engineer's Services

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13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User

Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's

Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.
 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do

- not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be

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performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 20. Preparation of operation, maintenance, and staffing manuals.
 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization

from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following: *[Here list any additional Owner responsibilities]*.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [REDACTED].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ [REDACTED]/hour
Billing Class VII	\$ [REDACTED]/hour
Billing Class VI	\$ [REDACTED]/hour
Billing Class V	\$ [REDACTED]/hour
Billing Class IV	\$ [REDACTED]/hour
Billing Class III	\$ [REDACTED]/hour
Billing Class II	\$ [REDACTED]/hour
Billing Class I	\$ [REDACTED]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit E – Notice of Acceptability of Work

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 Designing to Construction Cost Limit

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit

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This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$ _____
 - 2) Bodily injury by disease, each employee: \$ _____
 - 3) Bodily injury/disease, aggregate: \$ _____
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$ _____
 - 2) General Aggregate: \$ _____
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$ _____
 - f. Professional Liability –
 - 1) Each Claim Made: \$ _____
 - 2) Annual Aggregate: \$ _____
 - g. Other (specify): \$ _____

Exhibit G - Insurance

2. By Owner:
- a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident \$ _____
 - 2) Bodily injury by disease, each employee \$ _____
 - 3) Bodily injury/disease, aggregate \$ _____
 - c. General Liability –
 - 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
 - e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____
 - f. Other (specify): \$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

H6.09 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by **[here insert name of mediator, or mediation service]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

- A. *Arbitration:* ~~All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the **[here insert name of a specified arbitration service or organization]** rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Paragraph H6.08.A will be specifically enforceable under the prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the **[name of specified arbitration service or organization]**. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute, where the amount in controversy of any such Dispute, is more than \$_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$_____ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

Exhibit H – Dispute Resolution

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- ~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award; and (b) a written explanation of the award specifically citing the Agreement and Task Order provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the terms of this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning the Specific Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.C.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

[NOTE: Select one of the three alternatives listed below for I6.11.A.1]

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project, Engineer's or its Consultants' services, or the specific Task Order, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under the specific Task Order, whichever is greater. Higher limits are available for an additional fee.

[or]

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the specific Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under the specific Task Order.

[or]

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other

Exhibit I – Limitations of Liability

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provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].

[NOTE TO USER: If appropriate and desired, include I6.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]

-
2. ***Exclusion of Special, Incidental, Indirect, and Consequential Damages:*** To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to:

[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]

[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$_____."]

[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph I6.11.B.]

Exhibit I – Limitations of Liability

- B. *Indemnification by Owner*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

OLD BUSINESS

ITEM #2

OLD BUSINESS

ITEM #3

CITY OF BLANCO

RESOLUTION NO. 2025-R-001

A RESOLUTION APPROVING A MODEL “TIK TOK” POLICY IN COMPLIANCE WITH THE 88TH TEXAS LEGISLATURE PASSED SENATE BILL 1893 PROHIBITING THE USE OF COVERED APPLICATIONS ON GOVERNMENTAL ENTITY DEVICES; DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS the 88th Texas Legislature passed Senate Bill 1893 to create Chapter 620 of the Texas Government Code, which requires all Texas municipalities to adopt a policy prohibiting the installation or use of certain applications on government-owned devices; and

WHEREAS, to comply with applicable provisions of Chapter 620, Texas Government Code, the City Council for the City of Blanco has determined that it is necessary and appropriate to adopt the policy set forth herein; and

WHEREAS the governing body finds that the policy approved this date and attached as Exhibit “A” hereto is required by law and necessary for the good governance and operation of the City;

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

SECTION 1. AMENDMENT. The City of Blanco adopts the policy attached as Exhibit “A” hereto and orders it implemented in the manner prescribed thereby. The policy may be updated by the City Administrator by policy directive with notice to the city council, if required by state law, change in city circumstance or otherwise.

SECTION 2. DISTRIBUTION. All employees shall be provided with a copy of the policy and sign an acknowledgement of receipt. The City Secretary shall keep copies of each acknowledgment in the employee’s personnel file.

SECTION 3. PUBLIC INTEREST. The City finds the adoption of the policy is in the public interest.

SECTION 4. INCORPORATION OF RECITALS. The City hereby finds the statements set forth in the recitals of this resolution are true and correct and incorporates such recitals as findings of fact.

SECTION 5 REPEALER. All resolutions or parts of resolutions and minute orders in conflict herewith are repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any provision of this resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this resolution would have been enacted without such invalid provision.

SECTION 7. EFFECTIVE DATE. This resolution will become effective immediately following its adoption by the City Council of the City of Blanco.

RESOLVED and ORDERED in Blanco, Texas, this the ___ day of January 2025.

Mike Arnold, Mayor

ATTEST:

Laurie Cassidy, City Secretary

EXHIBIT A
City of Blanco
Covered Applications and Prohibited Technology Policy
Adopted: January __, 2025

1. PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on governmental entity devices.

2. SCOPE AND DEFINITIONS

This policy applies to all City of Blanco ("City") full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City employees are responsible for complying with this policy. A covered application is:

- a. The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- b. A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

3. COVERED APPLICATIONS ON CITY-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. Educate employees about the policy changes described herein.
- b. Reserve the right to conduct random device checks to ensure compliance with this policy.

4. ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state. DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then the City will remove and prohibit the covered application. The City may also prohibit social media applications or services in addition to those specified by the proclamation of the Governor.

5. COVERED APPLICATION EXCEPTIONS

The City may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620. Government Code Section 620.004 only allows the City to install and use a covered application on an applicable device to the extent necessary for:

- a. Providing law enforcement; or
- b. Developing or implementing information security measures.

If the City authorizes an exception allowing for the installation and use of a covered application, the City must use measures to mitigate the risks posed to the state during the application's use as recommended by the Texas Department of Information Resources. The City must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

6. POLICY COMPLIANCE

All City employees shall sign a document annually confirming their understanding of the agency's covered applications and prohibited technology policies. Governmental entities that are subject to Senate Bill 1893 but not subject to the Governor's December 07, 2022, directive may elect not to require employees to complete an annual certification.

The City will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.