CITY OF ROLLINGWOOD
CITY COUNCIL MEETING
AGENDA

Wednesday, November 19, 2025

Notice is hereby given that the City Council of the City of Rollingwood, Texas will hold a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on November 19, 2025 at 7:00 PM. Members of the public and the City Council may participate in the meeting virtually, as long as a quorum of the City Council and the presiding officer are physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: https://us02web.zoom.us/j/5307372193?pwd=QmNUbmZBQ1IwUlNjNmk5RnJrelRFUT09

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 530 737 2193

Password: 9fryms

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. If a member of the public is having difficulties accessing the public meeting, they can contact the city at mrodriguez@rollingwoodtx.gov. Written questions or comments may be submitted up to two hours before the meeting. A video recording of the meeting will be made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL REGULAR CITY COUNCIL MEETING TO ORDER

1. Roll Call

SWEARING-IN CEREMONY OF NEWLY ELECTED OFFICIALS

2. Swearing-In ceremony of newly elected officials: Council Member Brook Brown, Council Member Phil McDuffee, and Council Member Kevin Schell

3. Recess meeting for five minutes

4. Call City Council meeting back to order

5. Discussion and possible action on approval of a resolution honoring outgoing Councilmember Alec Robinson

6. Nomination and election of the Mayor Pro Tempore for a term of one year and to perform the duties of Mayor in the Mayor's absence

PUBLIC COMMENTS

Citizens wishing to address the City Council for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

7. Discussion and possible action on the minutes from the October 15, 2025 City Council meeting

8. Discussion and possible action on the minutes from the November 17, 2025 Special City Council meeting for canvassing returns of the Special Election

9. Discussion and possible action regarding acceptance of Kevin Schell's resignation from the Board of Adjustment

10. Discussion and possible action on a resolution to deny the rate application proposed by Texas Gas Service

REGULAR AGENDA

11. Discussion and possible action on awarding a Request for Proposal for the City of Rollingwood’s 2025 Mill and Overlay Project for street improvements

12. Discussion and possible action on installation of a valley gutter at the intersection of Vale Street and Bettis Boulevard and other water diversion structures

13. Discussion and possible action on a recommendation from the Utility Commission to credit the utility bill appeal for 104 Kristi Drive in the amount of $4,786.86

14. Discussion and possible action on an ordinance amending Chapter 107, Section 107-3 and adding Section 107-85 of the Rollingwood Code of Ordinaces related to Playhouses and Playscapes

15. Discussion and possible action on a request from Rollingwood Women's Club to display holiday lights in the park

16. Discussion and possible action on a request from Western Hills Girls Softball for Field 2 improvements at Rollingwood Park exceeding $1,000

17. Discussion and possible action to amend the lease agreement with Western Hills Little League to modify the required approval amount of $1,000 for improvements

18. Discussion and direction on the City's Park Master Plan

19. Discussion and possible action to establish a requirement for parking plans or permits for events and construction activities to designate where multiple vehicles will be parked in the City

20. Discussion and possible action on clarifying or establishing rules for food trucks, catering vehicles, and coffee trucks operating within the City limits

21. Discussion and possible action to adopt a revised parking ordinance applicable during the time(s) of Austin City Limits (ACL) and other events held in Zilker Park

22. Discussion and possible action on a resolution casting votes for the Travis Central Appraisal District Board of Directors

EXECUTIVE SESSION

23. Executive Session pursuant to section 551.072 of the Texas Government Code for deliberation regarding the purchase, exchange, lease, or value of real property

REPORTS

All reports are posted to inform the public. No discussion or action will take place on items not on the regular or consent agenda.

24. City Administrator's Report

25. Chief of Police Report

26. Municipal Court Report

27. City Financials for October 2025- Fiscal Year 2025-2026

28. RCDC Financials for October 2025 - Fiscal Year 2025-2026

29. Contract Invoices - Crossroads Utility Services, Water and Wastewater Service, K. Friese + Associates, City Engineer

30. Crossroads Utility Services Report on Water and Wastewater

31. City Engineer Report - K. Friese + Associates

32. Travis Central Appraisal District and Tax Assessor - Notices, Letters, Documents

33. Texas Gas Services - Notices, Letters, Documents

ADJOURNMENT OF MEETING

CERTIFICATION OF POSTING

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov prior to 5:00 p.m. on November 13, 2025.

Makayla Rodriguez

Makayla Rodriguez, City Secretary

NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The City Council will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the city's attorney(s) pursuant to Texas Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Government Code;
discussion of personnel matters pursuant to section 551.074 of the Texas Government Code;
real estate acquisition pursuant to section 551.072 of the Texas Government Code;
prospective gifts pursuant to section 551.073 of the Texas Government Code;
security personnel and device pursuant to section 551.076 of the Texas Government Code;
and/or economic development pursuant to section 551.087 of the Texas Government Code.
Action, if any, will be taken in open session.



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY that at a General Election held on November 4, 2025,

Brook Brown

was duly elected

Council Member

of the City of Rollingwood, Texas.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Rollingwood to be affixed this 19th day of November, 2025

Makayla Rodriguez, City Secretary



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY that at a General Election held on November 4, 2025,

Phil McDuffee

was duly elected

Council Member

of the City of Rollingwood, Texas.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Rollingwood to be affixed this 19th day of November, 2025

Makayla Rodriguez, City Secretary



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY that at a General Election held on November 4, 2025,

Kevin Schell

was duly elected

Council Member

of the City of Rollingwood, Texas.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Rollingwood to be affixed this 19th day of November, 2025

Makayla Rodriguez, City Secretary

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on approval of a resolution honoring outgoing Councilmember Alec Robinson

Description:

This agenda item provides for the adoption of a formal resolution in honor of Councilmember Alec Robinson's service to the City of Rollingwood.

Action Requested:

To consider and possible adopt the resolution

Fiscal Impacts:

No fiscal impact on the City is expected.

Attachments:

Proposed resolution

CITY OF ROLLINGWOOD

RESOLUTION NO. 2025-11-19-05

A RESOLUTION HONORING ALEC ROBINSON'S SERVICE TO THE CITY OF ROLLINGWOOD

WHEREAS, on behalf of the residents of the City of Rollingwood, Texas, in appreciation of Councilmember Alec Robinson and his service to the residents of the City of Rollingwood, Texas, as a member of the City Council; and

WHEREAS, after prior years of service to the community through service on the City Council and has served the community with dignity, honor, and respect; and

WHEREAS, on behalf of the entire City Council, we want to express our sincere appreciation to Councilmember Robinson for his commitment to the residents of Rollingwood through his service as a member of the City Council,

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

The Mayor and Council of the City of Rollingwood, Texas, in recognition of the outstanding contributions of Alec Robinson, do gladly thank Alec Robinson for his dedicated service to our community and wish him the very best in his future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Rollingwood Texas, to be affixed this resolution, on this the 19th day of November, 2025.

PASSED AND APPROVED by the City Council of the City of Rollingwood, Texas, on the 19th day of November, 2025

_____

Gavin Massingill, Mayor

ATTEST:

_____

Makayla Rodriguez, City Secretary

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Nomination and election of the Mayor Pro Tempore for a term of one year and to perform the duties of Mayor in the Mayor's absence

Description:

Section 2-57(b) of the City's Code of Ordinances requires that:

> "At the first meeting following each regular city election, or as soon thereafter as practicable, the city council shall elect one councilmember to serve as mayor pro tempore for a term of one year and to perform the duties of the mayor in the event of the mayor's failure, inability or refusal to act. If the mayor and the mayor pro tempore are absent, any councilmember may be appointed to preside at a meeting."

This agenda item affords Council the opportunity to conduct the election of the Mayor Pro Tempore.

Action Requested:

To elect a Mayor Pro Tempore for a term of one year

Fiscal Impacts:

No fiscal impact on the City is expected.

Attachments:

None

CITY OF ROLLINGWOOD
CITY COUNCIL MEETING
MINUTES

Wednesday, October 15, 2025

The City Council of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on October 15, 2025. Members of the public and the City Council were able to participate in the meeting virtually, as long as a quorum of the City Council and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL REGULAR CITY COUNCIL MEETING TO ORDER

1. Roll Call

   Mayor Gavin Massingill called the meeting to order at 7:01 p.m.

   Present Members: Mayor Gavin Massingill, Mayor Pro Tem Sara Hutson, Council Member Brook Brown, Council Member Kevin Glasheen, and Council Member Phil McDuffee

   Also Present: City Administrator Alun Thomas, City Secretary Makayla Rodriguez, Assistant to the City Administrator Lindsay Saenz, Development Services Manager Nikki Staitzenberger, Finance Director Abel Campos, Public Works Director Izzy Parra, Police Chief Kristal Muñoz, and City Attorney Charles Zech

PUBLIC COMMENTS

The following individuals spoke during public comments:

Thom Farrell, resident and 3220 Park Hills Drive, discussed progress with the MoPac South Expansion project and shared concerns regarding the proposed plans for the intersection of MoPac and Bee Caves Road. He requested that City Council discuss the issue at the November City Council meeting.

Romuald Jouero of the US Small Business Administration Office of Disaster Recovery and Resilience shared information regarding disaster loan programs for individuals impacted by the July 2, 2025, severe storm and flooding event.

PRESENTATIONS

2. Presentation and discussion on the Quarterly Investment Report for the 4th Quarter

   The Quarterly Investment Report was given.

3. Presentation and discussion on the Budget Review for the 4th Quarter

   The Budget Review for the 4th Quarter was given.

CONSENT AGENDA

4. Discussion and possible action on the minutes from the September 17, 2025 City Council meeting

5. Discussion and possible action to appoint an election agent during the election period in the absence of the City Secretary

6. Discussion and possible action on the reapproval of City of Rollingwood's Covered Applications and Prohibited Technology policy

7. Acceptance of the final meeting minutes and final report from the Comprehensive Residential Code Review Committee (CRCRC)

   Council Member Brook Brown moved to approve items 4, 5, and 6 on the Consent Agenda. Mayor Pro Tem Sara Hutson seconded the motion. The motion carried with 4 in favor and 0 against.

   Council Member Brook Brown removed item 7 from the Consent Agenda.

   Council Member Brook Brown discussed edits to the CRCRC Final Report. City Administrator Alun Thomas stated that there was an updated final report submitted that reflected the changes mentioned.

   Council Member Brook Brown moved to approve the final report of the Comprehensive Residential Code Review Committee as contained in the Council packet and commend the Comprehensive Residential Code Review Committee and Chair Dave Bench for their work, and adopt the final meeting minutes of the Comprehensive Residential Code Review Committee. Mayor Pro Tem Sara Hutson seconded the motion. The motion carried with 4 in favor and 0 against.

REGULAR AGENDA

8. Discussion and possible action on an ordinance amending Chapter 107, Section 107-3 and adding Section 107-85 of the Rollingwood Code of Ordinances related to Playhouses and Playscapes

   Development Services Manager Nikki Stautzenberger stated that the draft ordinance has been through the public hearing process and that the Planning and Zoning Commission recommended approval of the draft ordinance. Ms. Stautzenberger mentioned that Mayor Pro Tem Sara Hutson and Council Member Brook Brown agreed to bring additional edits from the previous meeting.

   Council Member Brook Brown stated that further work is needed on the ordinance and Mayor Pro Tem Sara Hutson stated that there is no consensus on an appropriate solution.

   Members of Council discussed accessory buildings, the permitting process, how other cities address playhouses and playscapes, and possible solutions. They also discussed definitions, placement, and dimensions of playhouses and playscapes.

Dave Bench, 1 Randolph Place and Chair of the Planning and Zoning Commission, encouraged City Council to review the Planning and Zoning's recommendation on the matter. Mayor Gavin Massingill confirmed that the minutes from the September Planning and Zoning meeting as well as the recommendations made will be included in next month's packet.

Members of Council discussed the Planning and Zoning Commission's recommendation with Dave Bench.

Mayor Gavin Massingill stated that staff will bring back the draft ordinance containing Council Member Brook Brown's edits, the Planning and Zoning Commission's proposed ordinance, and have legal draft up an ordinance with blanks on criteria for City Council to deliberate and fill in next month.

9. Discussion and possible action on authorizing the purchase of one new half-ton pickup truck and one new three-quarter-ton pickup truck for use by the Public Works department

Mayor Gavin Massingill stated that City Council has budgeted for the Public Works vehicles during the budget process. Public Works Director Izzy Parra stated that he received quotes for the two proposed trucks and would like to proceed with the quotes from Covert Bee Cave located in Bee Cave, Texas.

Council Member Kevin Glasheen moved to approve the purchase of one new half ton truck and one new three-quarter ton truck for use by the Public Works department. Council Member Phil McDuffee seconded the motion. The motion carried with 4 in favor and 0 against.

10. Discussion and possible action regarding vegetation maintenance on corners and sight distances

City Administrator Alun Thomas stated that following last City Council meeting, four addresses have been identified that have overgrown vegetation and were given two weeks to come in compliance. Mr. Thomas stated that vegetative maintenance is going to be a reoccurring item to address.

Chief Kristal Muñoz discussed that a citation was issued to one of the properties due to repeatedly being out of compliance and asked Council if there should be any amendments to the Code of Ordinance to address repeat offenders.

Members of City Council discussed and asked questions regarding the citation process, addressing situations in which properties are out of compliance, and possible ways to address repeat offenders.

City Administrator Alun Thomas shared the provided information on the door hanger distributed to properties when vegetation is out of compliance. Mayor Gavin Massingill discussed amendments to the door hanger.

City Council and City Attorney Charles Zech discussed the clearing vegetation in the City's right-of-way as well as enforcement.

11. Discussion and possible action on park improvements, parking lot improvements, and sprinkler system projects at Rollingwood Park

    Melissa Morrow, resident at 2502 Timberline Drive and Chair of the Park Commission, discussed that a subcommittee has been formed for the project and will meet with the landscape architect next week to walk the park. She also discussed that the Park Commission voted in support of getting a plan for the field and irrigation improvement project.

    Council Member Kevin Glasheen discussed irrigation system components and that the proposed project will be on the next RCDC agenda for their consideration.

    City Council and Melissa Morrow discussed and asked questions regarding the scope of work, planting of trees, irrigation system components, and timeline of the project.

12. Discussion and possible action on paving projects and possible inclusion of striping and rumble strips for improved streets

    Council Member Kevin Glasheen discussed road striping and street resurfacing planning. City Administrator Alun Thomas discussed the pending paving project with WSB Engineers. He discussed the timeline of work, scope, and bidding process.

    Members of Council Kevin Glasheen suggested adding yellow striping on steep and winding streets within the City.

    Council Member Brook Brown discussed the striping visibility issues at the Shops at Mira Vista. Chief Kristal Muñoz stated that she will get in touch with the property regarding striping issues.

13. Discussion and possible action on the addition of roadway marking and signage at the intersection of Rollingwood Drive and MoPac Service Road

    Council Member Kevin Glasheen discussed the lack of signage and markings at the intersection and would like Chief Kristal Muñoz to reach out to City of Austin to remedy the issue.

    Chief Kristal Muñoz stated that she will reach out to City of Austin and TxDot.

    City Administrator Alun Thomas discussed a recent call with TxDot and Council Member Paige Ellis of the City of Austin, and that they are considering possible improvements to the intersection. He stated that a public hearing to be held in January in conjunction with the MoPac South Expansion project and noted that the City will receive a formal notification of the hearing once finalized.

    Christopher Bray, resident at 103 Vale Street, echoed the concerns voiced by Council Member Kevin Glasheen and recommended ways to bring more awareness to the existing signage at the intersection.

14. Discussion and possible action on RCDC funding priorities and City Council project priorities

    Council Member Kevin Glasheen discussed the RCDC and proposed that the corporation explore alternative funding opportunities that are available under the law as opposed to economic development for the next couple of years. He suggested passing a resolution to encourage RCDC

to consider prioritizing funding for capital improvements, park improvements, and other City improvements.

Mayor Gavin Massingill stated that there are statutory restrictions on the use of RCDC funds.

Council Member Brook Brown discussed the commercial corridor, benefits of improving the park, accessibility to the commercial corridor, and the new City Hall project. Ms. Brown and Council Member Kevin Glasheen continued to discuss language for a resolution.

Mayor Gavin Massingill explained that a resolution has not been prepared for the item. He discussed that he would like to look at the statute to ensure what is being requested is legal.

Council Member Kevin Glasheen discussed that he would like to start having joint meetings with RCDC and City Council to discuss funding priorities and to improve communications.

Council Member Kevin Glaheen moved to have a joint meeting to discuss RCDC funding priorities and City Council priorities. Council Member Phil McDuffee seconded the motion. The motion carried with 4 in favor and 0 against.

15. Discussion and possible action on Austin City Limits (ACL) funding, history of payments to Rollingwood, and future negotiation

    Council Member Kevin Glasheen discussed that he would like to get a better understanding of what the City is paid during the Austin City Limits musical festival and how well it covers related expenditures.

    Chief Kristal Muñoz stated that the City receives $55,000 annually from the City of Austin for the Austin City Limits event, which covers the associated costs, and noted that there were excess funds this year.

16. Discussion and possible action on License Plate Reading Camera vendor alternatives

    Council Member Kevin Glasheen discussed that he received privacy concerns from the community as well as discussed the possibility of limiting the operation of cameras for certain hours a day to mitigate the concerns and shared research regarding alternative companies. He requested that Chief Kristal Muñoz to gather information about alternative companies and make a recommendation.

    Chief Kristal Muñoz recommended not moving forward with the Flock Safety Cameras and stated that she is open to looking into alternatives.

    City Council and Chief Kristal Muñoz discussed camera data collection, a recent burglary incident, and negative impacts of restricting hours of operation.

    Christopher Bray stated that he believes limiting hours of operation for cameras do not adequately address privacy concerns. He encouraged Council to consider how the data is protected and who has access to it.

    Members of Council continued discussion on burglaries, protecting property, and data access for cameras. Mayor Gavin Massingill discussed the Lorex security camera system and for staff to look into the capabilities of alternative companies.

City Council discussed contract terms and conditions, data storage, and security cameras on and near Treemont Drive.

17. Discussion, update, and possible action on new City Hall planning, budget, funding, and scope of project

    Mayor Gavin Massingill explained that he reached out to resident Duke Garwood to get a working document to share with members of the Task Force for the new City Hall. He stated that he would like to post for a work session meeting to tour the new West Lake Hills City Hall to gain insight and share experiences. The City Council agreed to have a work session.

ADJOURNMENT OF MEETING

The meeting was adjourned at 9:19 p.m.

Minutes adopted on the _____day of _____, 2025.

_____
Gavin Massingill, Mayor

ATTEST:

_____
Makayla Rodriguez, City Secretary

CITY OF ROLLINGWOOD
SPECIAL CITY COUNCIL MEETING FOR CANVASSING RETURNS OF SPECIAL ELECTION
MINUTES

Monday, November 17, 2025

The City Council of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on November 17, 2025. Members of the public and the City Council were able to participate in the meeting virtually, as long as a quorum of the City Council and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL SPECIAL CITY COUNCIL MEETING TO ORDER

1. Roll Call

   (Per Section 67.004 of the Texas Election Code, two members of the City Council constitute a quorum for the purposes of canvassing an election)

   Mayor Gavin Massingill called the meeting to order at 8:02 a.m.

   Present Members: Mayor Gavin Massingill, Mayor Pro Tem Sara Hutson, and Council Member Phil McDuffee

   Also Present: City Administrator Alun Thomas, City Secretary Makayla Rodriguez, Assistant to the City Administrator Lindsay Saenz, and Development Services Manager Nikki Stautzenberger

PUBLIC COMMENTS

There were no public comments.

REGULAR AGENDA

2. Discussion and possible action on a Resolution canvassing the returns and declaring the results of the Special Election held November 4, 2025 for the purpose of reauthorizing the adoption of a local sales and use tax at the rate of one-fourth of one percent to provide for maintenance and repair of municipal streets

   City Administrator Alun Thomas discussed that the special election proposition of reauthorizing sales tax for street maintenance passed.

Mayor Pro Tem Sara Hutson moved to approve Resolution 2025-11-17-02. Council Member Phil McDuffee seconded the motion. The motion carried with 2 in favor and 0 against.

ADJOURNMENT OF MEETING

The meeting was adjourned at 8:04 a.m.

_____
Gavin Massingill, Mayor

ATTEST:

_____
Makayla Rodriguez, City Secretary

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action regarding acceptance of Kevin Schell's resignation from the Board of Adjustment

Description:

On November 7, 2025, staff received Councilmember-Elect Schell’s resignation from the Board of Adjustment. This item allows Council to formally accept his resignation from the Board.

Action Requested:

To accept Kevin Schell’s resignation from the Board of Adjustment.

Fiscal Impacts:

No fiscal impact on the City is expected.

Attachments:

Resignation email

Outlook

BoA Resignation

From Kevin Schell [redacted]

Date Fri 11/7/2025 11:11 AM

To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Nikki Stautzenberger <nstautz@rollingwoodtx.gov>

My. Mayor, appreciate your nomination of me to the BoA. It has been a great experience and I was proud to serve. Unfortunately, I need to resign effective immediately to take on a less time consuming job. :-)

Sincerely, I hope in the future if the situation arises, you will consider me again for a future nomination on the BoA.

K-

Kevin Schell
300 Pleasant Dr

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on a resolution to deny the rate application proposed by Texas Gas Service

Description:

On June 30, 2025, Texas Gas Service Company (TGS or Company) filed a Statement of Intent to Increase Rates application with each of the cities in its Central-Gulf, West North, and Rio Grande Valley service areas. In the filing, the Company asserted that it is entitled to a $41.1 million increase or a 9.83% increase over current adjusted revenues, excluding gas costs.

In June, the Cities Served by Texas Gas Service Company (TGS Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, TGS Cities' attorney recommends that all TGS Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, TGS will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with TGS' filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 28202) currently pending at the Railroad Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until November 17, 2025. As such, all cities with original jurisdiction will need to adopt the resolution no later than November 17. However, due to Rollingwood's meeting schedule, it was agreed that the City of Rollingwood could take action during its November 19, 2025 regular meeting

Accordingly, the purpose of the Resolution is to deny the rate application proposed by TGS.

Action Requested:

To consider the resolution and adopt it if desired.

Fiscal Impacts:

This resolution is not expected to have a direct fiscal impact on the City.

Attachments:

Proposed resolution

RESOLUTION NO. 2025-11-19-XX

A RESOLUTION OF THE CITY OF ROLLINGWOOD, TEXAS FINDING THAT TEXAS GAS SERVICE COMPANY'S, A DIVISION OF ONE GAS, INC., STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Rollingwood, Texas ("City") is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc., ("TGS" or "Company") within the unincorporated areas of the Central-Gulf, West North, and Rio Grande Valley Service Area, and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City is a member of Cities Served by Texas Gas Service Company (such participating cities are referred to herein as "TGS Cities"), a coalition of similarly situated cities served by TGS that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in TGS' Central-Gulf, West North, and Rio Grande Valley Service Area; and

WHEREAS, on or about June 30, 2025, TGS filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas revenues by $41.1 million annually and to all customers residing in the City; and

WHEREAS, TGS Cities has coordinated its review of TGS' Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, TGS Cities' consultants determined that TGS' proposed rates are excessive; and

WHEREAS, TGS Cities' members and attorneys recommend that TGS Cities members deny the Statement of Intent; and

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

SECTION 1. That the rates proposed by TGS to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by TGS within 30 days of the adoption of this Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to TGS representatives Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED by the City Council of the City of Rollingwood, Texas, on the 19th day of November, 2025

_____
Gavin Massingill, Mayor

ATTEST:

_____
Makayla Rodriguez, City Secretary

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on awarding a Request for Proposal for the City of Rollingwood's 2025 Mill and Overlay Project for street improvements

Description:

During its September 17, 2025 meeting, City Council gave Mayor Massingill the authority to issue a Request for Proposal for street paving of the prioritized streets as outlined and adopted by City Council in the 2024 Pavement Priorities Plan, and to execute a contract if necessary for those services in an amount not to exceed the appropriation adopted by City Council in the 2025-2026 adopted budget.

As is noted for the public's information on the Fiscal Year 2026 Paving Projects page of the City's website (https://www.rollingwoodtx.gov/administration/page/fiscal-year-2026-paving-projects), the overall timeline for this project is:

Completed:

- October 26, 2025: 1st advertisement in the *Austin-American Statesman*
- November 2, 2025: 2nd advertisement in the *Austin-American Statesman*
- November 6, 2025: 10:00 a.m. non-mandatory pre-bid meeting (held virtually only)
- November 7, 2025: Addendum No. 1 released to document the pre-bid meeting and any clarifications to the documents
- November 12, 2025: 2:00 p.m. public bid opening at Rollingwood City Hall.

Yet to be Completed:

- November 19, 2025: 7:00 p.m. public consideration of contract award by City Council
- November 21, 2025: targeted date for fully-executed construction contract
- December 3, 2025 (or sooner): hold the pre-construction meeting, give the Notice to Proceed
- December 15, 2025 (or later, dependent on the weather): construction to begin

This item allows Council the opportunity to review the bids received, the bid tabulation sheet, and the recommendation from the WSB Engineering on which bidder to select for award.

Action Requested:

To award the bid for Fiscal Year 2026 Paving Projects to the best bidder

Fiscal Impacts:

The fiscal impact of this item is included in the City's FY2025-2026 budget. The exact impact will depend upon the cost of the successful bid.

Attachments:

- IFB Mill and Overlay Project
- 2025 Mill and Overlay Project - Addendum No. 1 Combined
- 2025 Mill and Overlay Project - Addendum No. 2
- Bid from Alpha Industries
- Bid from Bennett Paving
- Bid from Lone Star Paving
- Bid Opening Sign-In Sheet
- Letter of Recommendation from WSB Engineering

CITY OF ROLLINGWOOD, TEXAS

SPECIFICATIONS AND CONTRACT
DOCUMENTS FOR THE CONSTRUCTION OF

2025 Mill and Overlay Project

Prepared By:
WSB, LLC
1221 S. MoPac Expressway Suite 355
Austin, Texas 78746

For:
City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746



10/24/2025

October 2025

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NOTICE TO BIDDERS

Sealed bids addressed to the Honorable Mayor and City Council will be received at the office of Makayla Rodriguez, City Secretary, City of Rollingwood, City Hall; 403 Nixon Drive, Rollingwood, Texas 78746, until 2:00 P.M. on November 12, 2025 for the construction of the **2025 Mill and Overlay Project** in the City of Rollingwood, Texas. The bids shall be labeled:

2025 Mill and Overlay Project
Rollingwood, Texas

Bids must be submitted on the Bid Form provided and must be accompanied by a cashier's check, certified check or acceptable bidder's bond payable without recourse to the City of Rollingwood, Texas in an amount not less than five (5) percent of the bid submitted as a guarantee that the bidder will enter into a contract and execute a Performance Bond and a Payment Bond within ten (10) days after the notification of the award of the contract.

The bids will be publicly opened and read aloud at the City of Rollingwood City Hall at 2:00 P.M. on November 12, 2025. The City Council will officially review the bids at their next regularly scheduled meeting and award the contract as soon thereafter as practical.

The estimated cost of the base bid is $375,000. There is one add alternative bid for this project.

The City of Rollingwood reserves the right to accept or reject any and all bids, as the best interest of the City may require, and to waive any informality in bids received. The City of Rollingwood also reserves the right to award the Contract as may be advantageous to the City. Construction services for this project will be selected through sealed bids in accordance with Chapter 2269, of the Texas Government Code.

Per 2258.022 of the Texas Government Code, the City specifies in this call for bids that the prevailing wage rates determined in the specifications are to be paid.

Plans, specifications and bidding documents may be secured beginning October 24, 2025 at the office of the City of Rollingwood, Makayla Rodriguez, City Secretary, 403 Nixon Drive, Rollingwood, Texas 78746; (512) 327-1838. The plans and specs may be obtained electronically by emailing Makayla Rodriguez at mrodriguez@rollingwoodtx.gov.

A **non-mandatory** pre-bid conference will be held virtually at 10:00 A.M., on November 6, 2025 via **Microsoft Teams.** Meeting ID: 222 492 246 029 3 Passcode: Eb7Cu93Q
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2FmMGYwZjAtYjFmNy00YzVmLWE5MDktNTAzZTNlZGY4NjIz%40thread.v2/0?context=%7b%22Tid%22%3a%22252a2aee-2fa0-4e6b-818a-f7d17c7aa6c4%22%2c%22Oid%22%3a%224685fcfa-4dc5-4208-be36-dcdb303b2084%22%7d

Publications:
October 26, 2025
November 2, 2025

CITY OF ROLLINGWOOD, TEXAS

SPECIAL PROJECT INFORMATION TO BIDDERS/CONTRACTORS

A. **All questions and inquiries about the project should be directed to Makayla Rodriguez, City Secretary, until 5:00 P.M. on November 5, 2025**. Questions after that time and date will not be addressed and the Engineer and/or Owner shall not be bound by any references or dates obtained by the Bidders unless an official addendum is produced and released by the City of Rollingwood by email to the plan holders list. Responses to inquiries that directly affect an interpretation or effect a change to this Issued for Bid (IFB) will be issued in writing by addendum. All such addenda issued by City before the submittal deadline shall be considered part of the IFB. The City will not be bound by any reply to an inquiry unless such reply is made by such formal written addendum. Direct all questions to the City Secretary by email to mrodriguez@rollingwoodtx.gov.

B. A non-mandatory pre-bid conference will be held prior to bid opening for the project.

C. Addenda will be forwarded to firms which are on the plan holder's list.

D. On-site construction observation will be provided by WSB, LLC.

E. Contract Administration and Pay Estimate Approvals will be provided by WSB, LLC.

F. Bid Items for Mobilization, Bonds and Insurance shall not exceed 5% of the total amount Bid for any particular Section of the Bid Submitted.

G. Anticipated Schedule.

   a. Deadline for submittal of written questions: November 5, 2025 by 5:00 P.M.

   b. Sealed response to IFB due & opened by City: November 12, 2025 at 2:00 P.M.

   c. Anticipated bid review: November 13, 2025.

   d. Week of November 17, 2025 - City to work with Contractor to execute the contract.

   e. Week of December 3, 2025 - City and WSB will hold the preconstruction meeting. Notice to Proceed will be given to begin the project as December 15, 2025. Weather conditions and holidays will be considered at that time. The contractor shall provide a schedule of activities to the City at the preconstruction meeting.

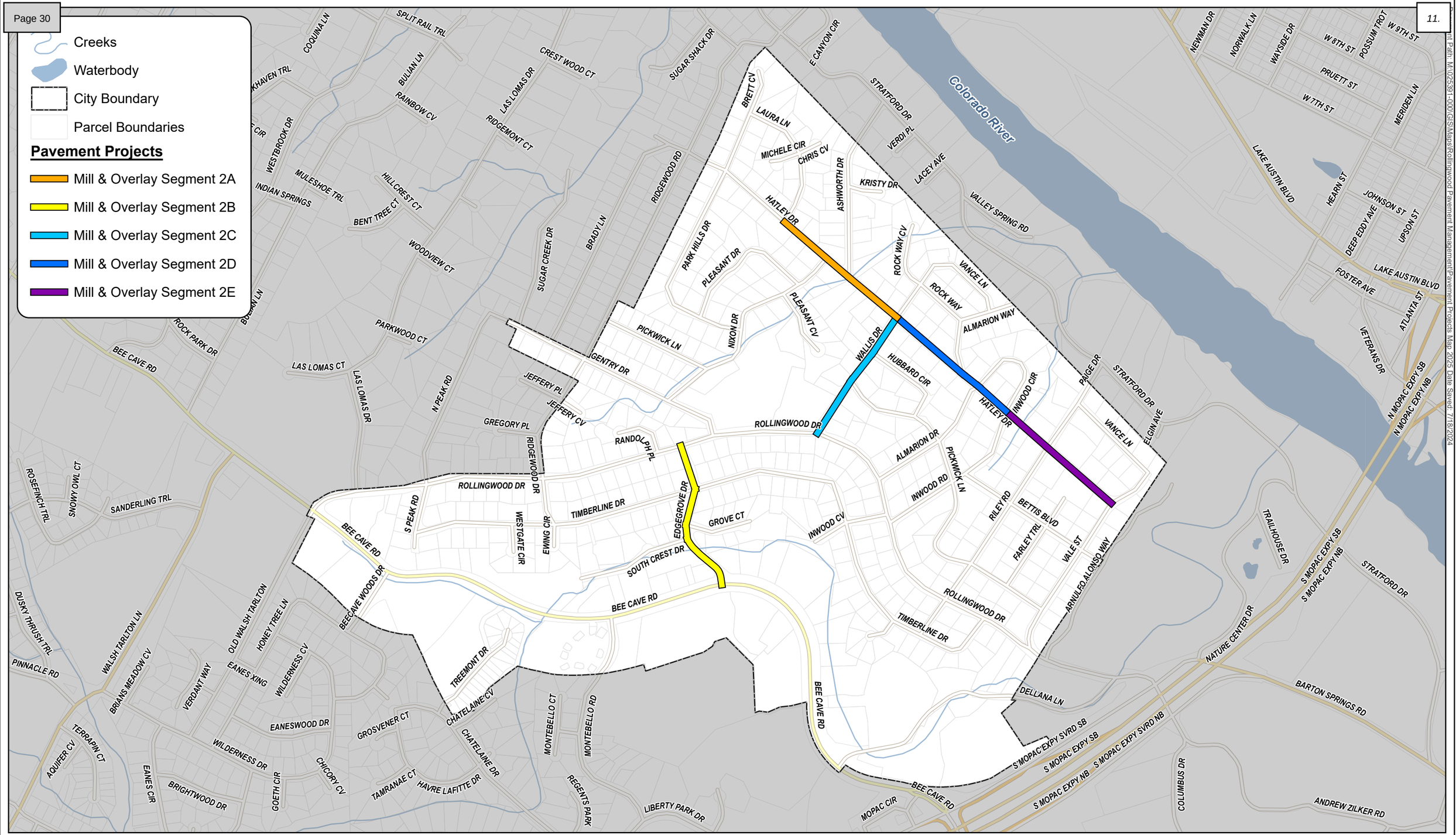
   f. Contractors shall submit bids only if they can perform the work and on this anticipated schedule.

H. The streets to receive a mill and HMAC Type "D" overlay are the following:

Creeks
Waterbody
City Boundary
Parcel Boundaries

Pavement Projects

Mill & Overlay Segment 2A
Mill & Overlay Segment 2B
Mill & Overlay Segment 2C
Mill & Overlay Segment 2D
Mill & Overlay Segment 2E



2025 Pavement Maintenance Projects

Pavement Management
City of Rollingwood, Texas

N
0 700 1,400 Feet
1 inch = 700 feet

File Path: M:\025391-000\GIS\Maps\Rollingwood Pavement Management\Pavement Projects Map 2025 Date Saved: 7/18/2024

Base Bid Streets Include:

Street ID	Treatment	Location	Approx. Square Yards
2A	1.5" Mill and Overlay	Hatley Drive between Laura Lane and Wallis Drive 2A begins at the western radii at the intersection of Hatley and Laura Lane. The work on Hatley will include the radii north of Hatley on Laura Lane. Saw cut perpendicular to Laura Lane. 2A also includes the intersection of Hatley and Wallis Drive. Contractor shall match and sawcut the north line of Hatley across Wallis. Contractor shall include the radii on the east side of Wallis, on Hatley. Contractor shall also include the radii on the south side of Hatley, on Wallis.	4,329
2B	2" Mill and Overlay	Edgewood Drive between Rollingwood Drive and Bee Cave Road 2B does not include pavement on Rollingwood Drive or Bee Caves Road	4,117
2C	1.5" Mill and Overlay	Wallis Drive between Rollingwood Drive and Hatley Drive 2C does not include pavement on Rollingwood Drive	3,759

Alt Bid 1 Streets Include:

Alternative Add Bid No. 1 will include the following full or portion of streets to receive a mill and overlay. City's bid award may include as little as 100 SY on Street 2D up to the full length or square yards listed below. It is to the City's discretion to award none, portions, or all of Alt Bid 1.

Street ID	Treatment	Location	Approx. Square Yards
2D	1.5" Mill and Overlay	Hatley Drive between Wallis Drive and Inwood Drive 2A begins at the western radii at the intersection of Hatley and Laura Lane. The work on Hatley will include the radii north of Hatley on Laura Lane. Saw cut perpendicular to Laura Lane. 2A also includes the intersection of Hatley and Wallis Drive. Contractor shall match and sawcut the north line of Hatley across Wallis. Contractor shall include the radii on the east side of Wallis, on Hatley. Contractor shall also include the radii on the south side of Hatley, on Wallis.	Up to 3,630
2E	2" Mill and Overlay	Hatley Drive between Inwood Drive and Vale Street 2E does not include the intersection of Riley Road. Contractor shall saw cut perpendicular to Hatley Drive	4,028

		starting at the curb returns for both sides of the road. The saw cut will be parallel to Riley Road. The mill and overlay on Hatley will include the full radii connecting to Riley Road. 2E does include the entire intersection of Hatley and Vale Street. The Engineer or City will mark the length to mill and overlay on Vale prior to construction, if this item is awarded in the bid. It is estimated the mill on Vale Street will be 60' in each direction of the centerline of Hatley.	

I. Contractor shall familiarize themselves with each roadway.

J. The Contractor shall make an examination of the project site and completely familiarize himself with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are questions regarding this or if there are any discrepancies between this IFB and actual site conditions, the Contractor shall notify the engineer prior to the submission of bids.

K. The bidders for this project shall familiarize themselves with all requirements of working in state and City of Rollingwood rights-of-way and easements. The bidders shall familiarize themselves with all insurance requirements for said work and shall include in their bids, insurance costs and insurance premiums that provide for the City of Rollingwood as additional insureds under the contractor’s policies.

L. Each street above has curb and gutter. Contractor shall mill up to the lip of the curb and gutter and shall not damage or remove the curb and gutter. Any damage to curb and gutter shall be promptly repaired by the Contractor at no cost to the City. Repairs shall be per the City's requirements and standard details. In the event a standard detail is not available, one will be provided.

M. Each street above has an existing 4" white pavement parking, both sides of the street, skipping intersections. The Contractor shall note the distance between the curb and this stripe prior to milling. Post-overlay, the Contractor shall place the new white stripe in the same location as existing. Contractor shall connect new striping to existing for a smooth, continuous line.

N. The following streets will also receive a new double yellow stripe per the bid item description.

   a. 2A Hatley from Ashworth to Wallis, Approximately 475 LF.

   b. 2B Entire length of Edgegrove Drive, Approximately 1,151 LF.

   c. 2C Wallis Drive between the intersection at Rollingwood Drive and south of 408 Wallis Drive. Match existing location of the single yellow but post-paving will be double yellow.

O. White hatching will be placed on Rollingwood Drive at Wallis intersection as part of the 2C street segment work. The white hatching will be field-designed and as anticipated to be placed similar to the following to prevent drivers from taking wide turns.



P. Traffic Control:

1. All barricades signs and traffic control for this project shall conform to the latest edition of Texas Manual on Uniform Traffic Control Devices for streets and highways. Refer to the Definitions of Bid Items for more information.
2. No public or private road shall be entirely closed at any point during the project. It shall be the responsibility of the Contractor to build and maintain one lane of traffic at all times and to properly barricade ay lane closures that might be required on and across the roads involved in the work included in this contract.
3. Access to offices, businesses and driveways along the project shall receive priority by the Contractor. Access to mailboxes and trash cans along the project shall receive priority by the Contractor. **Note, there is a postal box at Rollingwood Drive and Wallis Drive. Residents and postal workers will park in this area periodically. Contractor shall not block the postal box and assist in access to this area when needed.**
4. Contractor shall maintain access to public and private facilities at all times and in all weather conditions during construction.

Q. Utilities

1. Contractors shall note manholes and valve covers/boxes to protect during construction. Hand milling may be required around manholes and valve covers/boxes. Any damage to manholes and valve covers/boxes shall be promptly repaired by the Contractor at no cost to the City. Repairs shall be per

the City's requirements and standard details. In the event a standard detail is not available, one will be provided.

2. Utility locates were not performed for this project and therefore, location of existing utilities is not shown or provided. Contractor to field verify locations of existing utilities prior to the commencement of construction. If there are any conflicts between existing utilities and proposed work, then it shall be the contractor's responsibility to notify the city or other affected utility before proceeding with any construction. The Contractor shall be responsible for resolving all conflicts at his expense. The owner will consider any conflicts at said locations on a case-by-case basis in order to determine if the contractor should be reimbursed for this expense in solving conflict.
3. Contractor shall coordinate interruptions of all utilities and services with all applicable utility company or companies. All work to be in accordance with the requirements of the applicable utility company or agency involved.
4. When unlocated or incorrectly located underground piping or a break in a line or other utility and services are encountered during site work operations, the Contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor to cooperate with the applicable utility company in maintaining active services in operation.
5. The Contractor shall contact the City of Rollingwood at (512) 327-1838 for existing utility locations prior to any excavation. In advance of construction, the Contractor is to verify the locations of all utilities to be extended, tied to or altered or subject to damage/inconvenience by the construction operations.
6. The procurement and transportation of water required for inclusion in the project is the responsibility of the Contractor.

R. General Notes

1. All construction for this project shall conform to the requirement of the City of Rollingwood design and standard details manual and to the requirements of the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, unless otherwise stated in the contract documents.
2. The Contractor shall be responsible for protection of his materials and equipment from theft, vandalism, animals, fire, etc. while said materials and equipment are on the project whether stored or installed in place, until the project has been accepted by the City of Rollingwood.
3. The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practical and shall remove same from any portion of the job site as construction of that portion is completed. Upon completion of the project, the site(s) as defined herein, shall be cleaned of all debris and left in a neat and

presentable condition. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance.

4. The Contractor shall protect millings from entering into storm inlets and manholes. The Contractor shall also sweep gutters and remove millings as the project progresses and not wait until the end of the project construction.

S. Construction Layout/Project Coordination

1. The Contractor is responsible for finding and securing their own laydown area for equipment and materials.
2. The Contractor shall notify the City of Rollingwood a minimum of three (3) working days (Monday-Friday) in advance of construction startup. Contractor shall also give a minimum of three (3) working days (Monday-Friday) notice to all authorized inspectors, superintendents or persons in charge or private and public utilities affected by his operations prior to commencement of work.
3. The City will provide markings for the limits of each street improvement, if requested.
4. In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of other contractors.
5. Pre-construction conference
    a. Prior to beginning work on the project and soon after the award of the contract, a conference will be held among the representatives of the City of Rollingwood and the Contractor and any subcontractor that will be involved in the work. At the time the Contractor shall submit charts or briefs, outlining the manner of execution of the work that is intended in order to complete the specified work within the allotted time. This conference will more completely establish the sequence of work to be followed and establish the estimated progress schedule for completion of the various tasks.
    b. In addition, at this conference, the Contractor shall be responsible for furnishing the City with all of the following, as specified herein or as directed by the City:
        i. Samples/shop drawings/submittals of all materials to be used on the project with identification as to product name; name, location, phone number (including area code) and mailing address of product source and manufacturer, if different from source; content product; amount of each ingredient in the product, and manufacturer's directions as to use and application of the product, if applicable.

6. Private property shall be off limits unless written permission is given to the contactor by the owner. The City of Rollingwood will not be responsible for contactor operations or damages to the project site.
7. Where existing pavement adjoins new pavement, the existing pavement shall be sawed to a neat transverse line to permit adequate joining.

T. Site Management/Connection Notes

1. Contractor shall control dust caused by the work and comply with pollution control regulations of governing authorities.
2. Contractor shall remove built up material on adjacent public roadways resulting from his work. Cleaning to be at least once a day.
3. Contractor shall not stockpile material within the 100-year flood plain.
4. Any existing payment, curbs, and/or sidewalk damaged or removed by the contractor that are not a part of this contract are to be repaired by the contractor to at least the preexisting condition at his expense before Owner acceptance of the work.
5. The Contractor's attention is called to the fact that all adjoining pavement sections shall be protected during all phases of construction and any damages incurred due to Contractor's operation shall be repaired and/or replaced at the Contractor's expense.
6. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred because of these construction operations is to be repaired immediately by the Contractor to at least the preexisting condition at no additional cost to the owner. No trees or landscaping shall be removed or cut without the Owner's approval.
7. The Contractor shall protect all existing fences. If a fence must be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence. This will not be a separate pay item, unless specifically noted in these specifications.

U. Testing and Submittals

1. The Contractor shall be responsible for providing material sample submittals as well as any manufactures literature of materials used on this project as required by the engineer. Any cost associated with any materials sampling and testing prior to construction shall be the responsibility of the Contractor. These costs shall be considered as incidental and the contractor will not be entitled to any additional compensation.
2. The City shall coordinate and pay for all initial materials testing during construction. Tests which show unsatisfactory results are to be repeated at the expense of the contractor subsequent to the Contractor's remedial activities.

3. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections, of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.
4. All submittals submitted by subcontractors for review by the Owner shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
5. The Contractor shall check all subcontractor's submittals regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Submittals found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.
6. All details on submittals submitted for review shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for review.
7. The review of submittals, samples or product data by the Engineer shall not relieve the Contractor from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
8. No portion of the work requiring a submittal, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the review of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to reviewed shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
9. When the submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
10. One (1) electronic copy of each submittal shall be submitted for review. The one (1) copy requirement is also applicable to the Traffic Control Plan.

V. Job Site Safety Notes

1. All construction operations for this project shall be accomplished in accordance with applicable regulations of the United States Occupational safety and health administration (OSHA) Copies of the OSHA standards may be purchased from the U.S. Government printing office; information and related reference materials may be obtained from OSHA: 903 San Jacinto, Austin, TX.
2. These plans and contract requirements do not extend to or include designs or systems pertaining to the safety of the contractor or his employees, agents or representatives in the performance of the work. The seal of the City of

registered professional engineer hereon does not extend to any such safety systems that may now or hereafter in incorporated in the work.

3. The Contractor shall be responsible and liable for all job site safety, for management of job site personnel, for supervision of the use of job site equipment and for direction of all construction procedures, methods and elements required to complete the construction of the proposed improvements.
4. Blasting is not permitted on this project.
5. In addition to other safety requirements, all trucks used for hauling material and/or equipment to and/or from this project shall be equipped with an audible backup warning device that is in good operating condition.
6. Protection of vehicular and pedestrian traffic is of the utmost importance for the project. The traffic control and sequence of construction plan shall address all anticipated situations in this regard with sufficient detail. The Contractors plan will be reviewed by the City of Rollingwood.
7. The City of Rollingwood reserves the right to stop work without additional compensation or granting of additional time when a safety concern is noticed or reported.

W. Environmental Notes

1. Contractor is responsible for providing and maintaining sanitary facilities on this project for employees.
2. The City has to right to not allow the placement of asphalt products within 48 hours of forecasted rain.
3. Contractor shall comply with all applicable local, state, and federal requirements regarding excess and waste material, including methods of handling and disposal.
4. Contractor shall maintain access to public and private facilities during construction. Construction activities to be coordinated with the City of Rollingwood.
5. Contractor shall locate material storage areas away from stormwater conveyance systems. Contractor to provide protected storage areas for chemicals, paints, solvents, fertilizers and other potentially toxic materials.
6. Fuel storage is not allowed on this project.
7. Contractor shall advise owner immediately, verbally and in writing, of any fuel or toxic material spills onto the project construction area and the actions to be taken to remedy the problem.
8. Contractor is responsible for disposing of his fuels, materials and contaminated excavations in a legally approved manner.
9. Contractor is responsible for complying with all applicable environmental laws.
10. In the event that site grading and/or excavation reveals what might be

hazardous materials, all construction operations shall cease. The City of Rollingwood shall be called to the site to evaluate the situation. If required, the City of Rollingwood will authorize the hazardous materials response company which is under contract with the City of Rollingwood to begin remediation of the situation. At that same time, the City of Rollingwood will determine what construction activities may continue that would not endanger construction workers or citizens.

X. Pavement Structure Specification/Notes

1. Hot-mix Asphaltic Concrete Driving Surface shall meet the latest TxDOT Item 340, Type D.
2. Type D HMAC shall meet the following specifications, unless otherwise approved by the City.
    - The Tack Coat and the HMAC overlay shall be placed after a complete sweeping of the street surface to be overlaid and will be paid under the appropriate item as indicated on the Bid Form.
    - The Tack Coat shall be PG Binders; SS-1H, CSS-1H or EAP&T.
    - The Tack Coat shall be applied at a rate for the HMAC Overlay.
    - The Tack Coat is subsidiary to the Bid items for the HMAC Overlay.
    - If asphalt emulsion prime is recommended and used, the mixture shall be 60% oil to 40% water ratio by weight and a target application rate of 0.25 gallons per square yard.
3. When a yellow stripe is required to be replaced: immediately after paving, the Contractor shall install reflective temporary tabs prior to striping the pavement. This task is subsidiary to the striping bid item.
4. All millings are the property of the City. Upon collection of the millings, the Contractor shall transport the millings to the end of Dellana Lane, in the field immediately east of the lift station located at 3600 Dellana Lane. The City or the City's representative will clarify this location during the preconstruction meeting. The Contractor shall place the millings in loose piles.

Y. Bid Item Clarification

1. Bid Item 13 - Items Requested by Owner Not Identified in the Contract. The bid schedule contains one bid item titled "Items Requested by Owner Not Shown in the Construction Drawings, Complete For $5,000 per Lump Sum". Work under this item is intended to cover those work tasks that could arise during construction that may have not been anticipated or that may be additional work

that the Owner may want completed. Payment for work under this item will be actual direct cost plus 10 percent. Documentation of direct costs are required for inclusion in the pay requests for approval of payment. The intent of this item is to allow for continuous progress on the project if issues are encountered. The authorization to perform any additional work must be made by the City.

2. Payment of Mobilization, Bonds and Insurance: Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:
    a. Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
    b. Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
    c. When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
    d. When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
    e. When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
    f. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and Payment for the remainder of the lump sum bid for “Mobilization” will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

INSTRUCTION TO BIDDERS FOR CONTRUCTION

1. SCOPE OF WORK

The work to be done under the contract documents shall consist of the following:

2025 Mill and Overlay Project

The contractor shall furnish all labor, superintendence, machinery, equipment and all materials necessary to complete this project in accordance with contract documents.

2. CONTRACT DOCUMENTS

All work covered by this contract shall be done in accordance with contract documents described in the General Conditions.

All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

Notification of Errors or Omissions: Offerors shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this IFB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

3. PLANS FOR USE BY BIDDERS

It is the intent of the City of Rollingwood that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge or forfeiture of deposit. The contract documents may be examined without charge.

4. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions

there existing. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

5. INTERPRETATIONS OR ADDENDA

Requests for additional information regarding this solicitation should be directed in writing to the City Secretary, Makayla Rodriguez at mrodriguez@rollingwoodtxgov. Each request for additional information will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than one (1) day prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidder.

6. BIDS

a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings. The City may reject bids submitted on something other than the City's forms if the City determines in its sole discretion that the form(s) does not provide the same level of protection or information as the City's form(s).

b) All blank spaces in the forms shall be correctly filled in and the bidder shall state the price both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the price written in words and the price written in figures, the price written in words shall govern.

c) If the bid is submitted by an individual, his name must be signed by him or his duly authorized partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid.

d) Each bid shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:

   i. Bidder's name
   ii. Bid for **2025 Mill and Overlay Project**

e) Bids may be withdrawn and resubmitted at any time prior to the time set for

opening of the bids (with proper identification), but no bid may be withdrawn or altered thereafter.

f) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

g) The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

h) If contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents. The addition of the alternate bids will be at the discretion of the City at the time of award.

i) The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

i. The experience record of the bidder showing completed jobs of a similar nature to the one covered by the proposed contract and all work in progress with bond amounts and percentages complete.

ii. A sworn statement of the current financial condition of the bidder.

iii. Equipment schedule.

iv. Project completion schedule.

v. Signed W-9.

vi. House Bill 89 Verification Form: Passed by the Legislature in 2017, House Bill 89 prohibits a governmental entity, including a school district, from entering into a contract for goods or services with a company unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract (Texas Government Code 2270.002). The form must be completed for the bid award, unless exempted by the statute, in order to ensure compliance with House Bill 89.

vii. Conflict of Interest Questionnaire (Form CIQ): Per Chapter 176 of the Texas Local Government Code, a vendor who submits to the City of Rollingwood a response to a request for proposals or bids, shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity that meets the conditions of the statute.

If Offeror falls under the requirements of Chapter 176, and submits a bid in response to this IFB, a conflict-of-interest questionnaire should be completed and included with the bid. The form is also available at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

i. Local Certifications: Current Certificate of Liability and Workers Compensation Insurance.

ii. Anti-Terrorism Disclosure: Texas S.B. 252 provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

viii. Form 1295 Certificate of Interested Parties: If selected for award of a contract, the Offeror may be requested to file a Form 1295 with the Texas Ethics Commission. Texas law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity.

7. REQUIRED INFORMATION AND SUBMISSION FORMAT

a) Required Information:

i. The offeror's bid response to this solicitation must include information addressing all criteria listed for the submittal to be considered complete and to be fully evaluated by the City.

ii. To facilitate the efficient review of the responses, offerors shall follow the instructions under the section titled Submission Format. The intent of the format requirements is to expedite review and evaluation. It is not the intent to constrain offerors regarding content, but to assure that the specific requirements set forth in this IFB are addressed in a uniform manner amenable to review and evaluation. Failure to arrange your bid as requested may result in the disqualification.

iii. Your bid should be prepared in an easy to review format. Attach the documents requested. The response should be prepared as a straightforward concise description of a offeror's ability to meet the requirements of this solicitation. Emphasis should be placed on completeness and clarity of content. It is strongly

recommended that the offeror exactly follow the content order identified in this section of the IFB.

b) **Submission Format:**

In order for a response to this IFB to be considered complete, and to be evaluated for a contract award by the City, bidders must submit all of the following information by the bid opening date and time:

iii. **Bid Form Pages**
iv. **Bid Prices: Attach your detailed bid prices for the goods/services offered using the bid form documents provided in this solicitation.**
v. **Bond Affidavit.**
vi. **Bid Bond.**
vii. **Project Experience and References: Offeror shall provide at least three (3) references where Offeror has performed similar to or the same types of goods/services as described herein. Please provide the client contact information including phone and email, project description and date the work was performed.**

c) Contact:

No offeror shall directly or indirectly engage in any conduct (other than the submission of the proposal or invited discussions during evaluation) to influence any employee or elected official of the City of Rollingwood concerning award of a contract as a result of this solicitation. Violation of this policy will result in debarment from participation in future City solicitations or contracts.

d) Confidentiality of Documents:

ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT. In the event a request for public information is filed with the City, which involves a Firm or Individual's proprietary information submitted to the City in a proposal, the Firm or Individual affected by such public information request will be notified by the City of the request in order to give the affected Firm or Individual an opportunity to respond to the request. On each page where confidential information appears, the Firm or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Firm or Individual.

Note: Marking your entire Bid or Proposal as CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

e) Award of the Contract:

The City reserves the right to reject all bids received and terminate the solicitation process at any time

f) Non-Appropriations Clause:

In the event no funds are appropriated by the City Council for this project in a future fiscal year, the City of Rollingwood has the right to terminate any resulting contract without penalties of any sort.

8. BID BOND

a) A bid bond in the amount of 5% of the bid issued by the acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City may be submitted in lieu of the Bid Bond.

b) The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

9. AMOUNT OF CONTRACT

This contract is for an amount as identified in the Standard Form of Agreement. Unit prices are included for situations where quantities increase or decrease through a properly executed change order. Contractor will not be compensated for work performed before they have a written change order signed by the City Administrator in their possession.

10. TIME EXTENSION OF CONTRACT

Any time extension request must be submitted within seven (7) calendar days of the underlying cause for delay. Otherwise, no extension may be granted.

11. UNIT PRICE

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

12. CORRECTIONS

Erasures or other corrections in the bid must be noted over the signature of the bidder.

13. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept securely sealed. The officer appointed to open the bids shall decide when he specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is

shown to satisfaction of the City that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

14. OPENING OF BIDS

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

15. WITHDRAW OF BIDS

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the City. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

16. AWARD OF CONTRACT/REJECTION OF BIDS

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best BASE bid. The bidder selected will be notified at the earliest possible date. The City reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

a) Completeness: If a response to the IFB is incomplete or otherwise fails to conform to the requirements of the IFB, City alone will determine whether the variance is so significant as to render the Offer's proposal non-responsive, or whether the variance may be cured by the Offeror or waived by the City, such that the response to the IFB may be considered for award.

b) Ambiguity: Any ambiguity in the response to the IFB as a result of omission, error, lack of clarity or non- compliance by the Offeror with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard IFB requirements and details provided in Appendix A, the Appendix shall prevail.

c) Additional Information: City may request any other information necessary to determine Offeror's ability to meet the minimum standards required by this solicitation.

d) Evaluation and Contract Award Process: The City's intent is to award a contract to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in Appendix A of this solicitation.

e) Unit Prices and Extensions: If unit prices and their extensions are submitted in a

proposal and do not coincide, the unit price shall govern.

f) Contract Award: An award of a contract to provide the services specified herein will be made in accordance with the Texas statute, federal regulations (when applicable) and with the City's purchasing policy. The City will evaluate and rank all responses received. The acceptance and award of a contract is subject to approval by the City executive/and or City Council.

g) Contract: Upon successful completion of revision negotiations, the City will submit to the successful bidder a contract for execution. The City of Rollingwood will offer for execution its standard form of agreement with the successful firm chosen for award. No vendor contracts will be accepted. By submitting a proposal in response to this IFB, the offeror understands and accepts this requirement and that failure to execute the City's contract may result in rejection of the offeror's submitted proposal.

h) Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Offerors based on the responses to this IFB, or to reject any and all responses to the IFB and re-solicit the IFB, when deemed to be in the best interest of City.

i) Required Representations:

    i. Required Licenses: Offeror certifies that he holds any and all applicable licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

    ii. Authority to Submit Response and Enter Contract: The person signing on behalf of Offeror certifies that the signer has authority to submit a proposal on behalf of the Offeror and to bind the Offeror to any resulting contract.

j) Insurance Requirements: The City has the following financial responsibility provisions:

    i. Insurance: The Offeror certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

        a) Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

        b) Commercial General Liability insurance, including Blanket

Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

c) Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

ii. The awarded firm will be required to provide a current certificate of insurance to the City prior to execution of any agreement.

iii. The City of Rollingwood must be endorsed as a named additional insured to the applicable policies.

The City reserves the right to or not to award the alternative bid as an addition to the contract.

17. EXECUTION OF AGREEMENT/PERFORMANCE AND PAYMENT BONDS

The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, shall constitute a default and the City may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

18. TIME AND ORDER FOR COMPLETION

The construction covered by the contract documents shall be fully completed within twenty-one (21) calendar days of the Notice to Proceed as specified in the Notice to Proceed issued by the City to the successful bidder.

The Contractor will be permitted to prosecute the work in the order of his own choosing, provided however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to insure

completion of the project within the time specified.

Regardless, any and all work proposed by the Contractor shall be communicated and coordinated with the City Engineer five (5) business days in advance of the proposed work.

19. PERMITS

No permits are required to be obtained by the contractor for this project.

20. PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

21. AFFIDAVITS OF BILLS PAID

The City reserves the right, prior to final acceptance of this project, to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

22. MATERIALS AND WORKMANSIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the construction site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality which the City believes necessary to procure a satisfactory project.

23. GUARANTEES

All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Once the project has been accepted by the Engineer, the Engineer will issue a letter officially notifying the Contractor of the start of the one-year warranty period. The one-year warranty period shall begin at final acceptance. The one-year warranty requires the Contractor to remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within one year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the City.

The Contractor shall be responsible for repair and maintenance of all roadways and private and public properties, assets, or infrastructure damaged as a result of the construction of this project for a period of one year after completion or acceptance of the work. This includes as emulsions or oils that mark assets such as cars, mailboxes, planters, homes, etc. during construction.

Within this period of one year time, if it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

24. PLANS FOR THE CONTRACTOR

There are no plan sheets created for this project. The Contractor will be furnished a PDF of the contract documents for their use during construction. The Contractor shall then distribute copies to suppliers, subcontractors, or others, as required for proper prosecution of the work contemplated by the Contractor.

25. PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its Letter of Completion to Contractor.

26. TEXAS STATE SALES TAX

Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in any cost proposals negotiated as part of this solicitation. City will furnish a sales Tax Exemption Certificate upon request.

27. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City and/or other utility providers at Contractor's expense. Contractor may be required to work twenty-four (24) hours per day to repair damage.

28. BARRICADES AND SAFETY MEASURES

The Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, and shall take such other precautionary measures for the protection of

persons, property and the work as may be necessary.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs and lights shall not cease until the date of issuance to Contractor of the City's Letter of Acceptance/Completion of the project.

29. EXPLOSIVES

The use of explosives will not be permitted.

Explosive materials shall not be stored or kept at the construction site by the Contractor.

30. CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representatives may be reached during the time that the work contemplated by this contract is in progress.

31. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City, or in a form approved by the City's Attorney. Proof of Coverage shall be furnished to the City and written Notice of Cancellation or any material change will be provided thirty (30) days in advance of cancellation or change. All "endeavor to" language must be stricken. All language similar to "but failure to mail such notice shall impose no obligations or liability of any kind upon the company," must be stricken. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

The insurance certificates furnished shall name the City as an additional insured and shall further state that all subcontractors are named as additional insured, or in the alternative shall be accompanied by a statement from the Contractor to the effect that no work on this particular project shall be subcontracted.

All workers must be covered by worker's compensation insurance. Proof must be provided for all persons working for general or subcontractors, regardless of status as employee or independent contractor. No one may work on the project without such proof.

32. WORKING HOURS

Construction work under this contract will not be performed on weekends or holidays unless the following conditions exist:

a) The project being constructed is essential to the City's ability to provide the necessary service to its citizens.
b) Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.

Construction work under this contract will adhere to the following timeline and work-day restrictions:

c) In order to coincide with the Eanes ISD school schedule, Contractor shall not begin lane closures before 7:40am. Contractor shall open lane closures by 4:15pm.
d) In order to coincide with the City's trash collection service, Contractor shall not close lanes on a Monday or Thursday unless trash has already been collected on both sides of the street. If milling and overlay work is done post-trash collection, the Contractor is responsible for moving trash cans out of the way, carefully placing them upright and near each property's driveway.

Before construction work requiring an inspector is to be performed on weekends or City holidays, the Contractor must notify the City's Representative not less than three full working days prior to the weekend or City holiday he desires to do work and obtain written permission from the City's Representative to do such work. The final decision on whether to allow construction work, requiring an inspector on weekends or holidays will be made by the City's Representative. This City is not obligated to allow work on weekends or after 7:00 pm or before 7:00am.

In any event, if any conditions should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately cease work, regardless of the day of the week or the time of day, to correct or alleviate such conditions so that it is no longer dangerous to property or life.

33. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week.

The Contractor shall forfeit as a penalty to the City on whose behalf this contract is made, ten dollars ($10) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages

assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

34. CONTRACTOR EMPLOYMENT PRACTICES

The Contractor shall be solely responsible for and complete compliance with the Immigration Reform and Control Act of 1986, concerning of unlawful employment of aliens, the requirements for compliance to which statute are contained in Section 274A (8 U.S.C. 1324) (Public Law 99-603), and to which statute reference shall be made by the Contractor to insure compliance.

35. CONFLICT OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:
https://www.ethics.state.tx.us/forms/CIQ.pdf

See attached Form CIQ in relation to the following individuals. Contractor may be asked to submit a COI before bid award:

Local Government Officer	Title	Local Government Officer	Title
Gavin Massingill	Mayor	Makayla Rodriguez	City Secretary
Brook Brown	Council Member	Abel Campos	Director of Finance
Kevin Glasheen	Council Member	Sarah Teten	Presiding Judge
Sara Hutson	Council Member	Nikki Stautzenberger	Development Services Manager
Phil McDuffee	Council Member	Kristal Muñoz	Chief of Police
Alec Robinson	Council Member	Ismael Parra	Public Works Director
Alun Thomas	City Administrator		

SELECTION COMMITTEE MEMBERS NOT LISTED ABOVE MAY INCLUDE:

a) Jay Kennedy, WSB LLC, Vice President Municipal

b) Angellia Points, WSB LLC, Senior Project Manager Municipal

c) Jeremy Allamon, WSB LLC, Project Manager Municipal

BID FORM - *Submit entire form with Bid Proposal*

ISSUED FOR BID

2025 Mill and Overlay Project

Issued by the City of Rollingwood, Texas

Sealed bids will be accepted until 2:00 P.M., November 12, 2025 and then publicly opened and read aloud thereafter.

_____

Legal Name of Responding Firm SAM.GOV ID#

_____ _____

Contact Person Title

_____

Telephone Number E-Mail Address

_____

Street Address of Principal Place of Business City/State Zip

_____

Complete Mailing Address City/State Zip

Acknowledgment of Addenda: #1_____ #2 _____ #3 _____ #4 _____ #5 _____

Include the following with the bid submission:

Acknowledgement of Americans with Disabilities Act and Section 504 of the Rehabilitation Acti of 1973 Nondiscrimination Statement

_____

(Signature)

LE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746
Attention: Makayla Rodriguez

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda on the first page of this Bid Form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or

discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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 bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT

BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
2	Implement Traffic Control Plan, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for _____ Dollars and _____cents per Square Yard.	12205	SY		$ -
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for _____ Dollars and _____cents per Ton of Asphalt Used.	50	TON		$ -
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for _____ Dollars and _____cents per Square Yard.	4117	SY		$ -
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for _____ Dollars and _____cents per Square Yard.	8088	SY		$ -

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	6	EA		$ -
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	6475	LF		$ -
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for _____ Dollars and _____cents per EACH.	8	EA		$ -
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	25	LF		$ -
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	1	EA		$ -
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	1	EA		$ -

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY- I White Solid Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	1951	LF		$ -
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	$ 5,000.00	$ 5,000.00

TOTAL AMOUNT OF BASE BID

_____ **Dollars and** _____ **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
ALT BID 1 ***Submit with Bid Proposal*** **V: 10/23/2025** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for _____ Dollars and _____cents per Square Yard.	7658	SY		
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for _____ Dollars and _____cents per Ton of Asphlat Used.	15	TON		
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for _____ Dollars and _____cents per Square Yard.	4028	SY		
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for _____ Dollars and _____cents per Square Yard.	3630	SY		
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	3	EA		
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	4424	LF		

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
ALT BID 1 ***Submit with Bid Proposal*** **V: 10/23/2025** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for _____ Dollars and _____cents per EACH.	4	EA		

TOTAL AMOUNT OF ALT BID

_____ **Dollars and** _____ **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

LE 5 – BASIS OF BID

Note: The following bid sheets are to be completed and included in your bid response.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

BID SUMMARY

Submit with Bid Proposal

BASE BID TOTAL: $ _____

ADD ALT 1 BID TOTAL: $ _____

1. BIDDER agrees that all Work on each project will be substantially complete and ready for final payment by the dates indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

2. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Security in the form of five percent of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.

3. Communications concerning this Bid shall be addressed to:

   _____
   _____
   _____
   _____

4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 2025

If BIDDER is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

A Corporation

By: _____

By: _____ _____
(Corporation Name) (State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Corporate Seal)

_____
(Title)

Attest: _____
(Secretary)

Business address: _____

_____

Phone No.: _____

A Joint Venture

By: _____
(Name)

Business address: _____

_____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

_____

By:
[Signature] _____
[Printed name]_____

Bidder's License No.: _____
(where applicable)

End Bid Form Pages

BID BOND

Submit with Bid Proposal

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date: November 12, 2025 by 2:00 P.M.

Description: 2025 Mill and Overlay Project

BOND

Bond Number:

Date:

Penal sum_____ $_____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:_____	By:_____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest:_____	Attest:_____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If

any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

BOND AFFIDAVIT

Submit with Bid Proposal

To be completed by appropriate insurance agent

I, the undersigned Agent/Broker, certify that the bond requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Rollingwood, I will be able to, within thirty (30) days after being notified of such award, furnish valid bonds and appropriate "power of attorney" to the City meeting all of the requirements defined in this bid.

_____ _____

Agent (Signature) Agent (Print)

Name of Agent/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone Number: _____

Name of Contractor: _____

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions concerning these bond requirements or concerning the bid, please Makayla Rodriguez, City Secretary, (512) 237-1838.

Previous Experience and References for Similar Work ***Submit with Bid Proposal***						
Project Name	Owner's Name, Phone Number, Email	Brief Description of Work	Cost of Work	Design Engineer	Contract Start/End or Status	Notes or Other Information

CITY OF ROLLINGWOOD
STANDARD AGREEMENT

THE STATE OF TEXAS §
§
TRAVIS COUNTY §

This Agreement ("Agreement") is made and entered by and between the City of Rollingwood, Texas, (the "City") a general law municipality organized and existing under the laws of the State of Texas, and _____ ("Contractor").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Contractor shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Contractor holding the same professional license or performing the same skills and/or services.

(C) The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Contractor shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Contractor may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue

payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses*: Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Contractor shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Contractor shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Contractor. If the Contractor is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Contractor shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Contractor shall execute a supplemental agreement for the additional work and the City shall compensate the Contractor for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Contractor not previously approved as additional work shall be at risk of the Contractor.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Contractor shall have completed all tasks and services described in the Scope of Work.

The undersigned bidder agrees to commence work within ten (10) days after the date of written notice to commence work. The work will be substantially completed in

twenty-one (21) calendar days and final completion within 10 additional calendar days subject to the extensions of time as are provided in the General Conditions of the contract.

Refer to the Special Provisions included in Issued for Bid Documents for Liquidated Damages.

Section 6. Insurance.

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $1,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Cyber Security Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than $1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Contractor.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor

to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form. The City shall be named as an “additional insured” except for the Contractor Liability policy. Evidence of such insurance shall be attached as Exhibit “C”.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Contractor or furnished to the Contractor by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE CONTRACTOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY’S SOLE RISK AND WITHOUT LIABILITY TO THE CONTRACTOR. Where applicable, Contractor shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Contractor may, at Contractor’s expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Contractor may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* Not applicable.

(D) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(F) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. <u>Termination.</u>

(A) This Agreement may be terminated:

(1) City may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if City determines that

termination is in City's interest. City shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Contractor shall indemnify, defend and hold harmless the City of Rollingwood, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor ") (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in

this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services under this Agreement.

For Contractor Liability Claims, Contractor shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Contractor or Contractor 's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such

that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement includes documents Issued for Bid and any issued and signed addendum along with the signed documents provided at the time of Bid Opening and Contract Award, all of which are included in Exhibit A.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate

to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

EXECUTED, by the City on this the _____ day of _____, 2025.

CITY:

CONTRACTOR:

By:_____ By:_____

Name: _____ Name: _____
Title: _____ Title: _____

ADDRESS FOR NOTICE:

CITY

City of Rollingwood
Attn: City Administrator
403 Nixon Drive
Rollingwood, TX 78746

CONTRACTOR

_____
Attn: _____
_____
_____

with a copy to:

Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
Attn: Rollingwood City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

Exhibit “A”

Scope of Services, including Issued Bid Documents

See Issued for Bid and any issued addendum along with the signed documents provided at the time of Bid Opening and Contract Award.

Exhibit “B”

Compensation

Refer to Contractor’s bid form or Schedule of Values listed in Exhibit A.

Progress Payments; Retaining

City shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Agreement. All such payments will be measured by the Schedule of Values established as provided in the General Conditions of the Issued for Bid documents (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as City may withhold, including but not limited to liquidated damages, in accordance with the Agreement:

a. Ninety-five (95) percent of Work completed (with the balance being retainage).
b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, City shall pay an amount sufficient to increase total payments to Contractor to one-hundred (100) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one-hundred (100) percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment

Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions in the Issued Bid documents, City shall pay the remainder of the contract price as listed in the Issued for Bid documents and recommended by Engineer.

Exhibit “C”

Evidence of Insurance

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate officers or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the line in Section B.

A. Non-resident bidder in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law.

   Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: _____.

BIDDER:

_____ By_____

(Company Name) (please print)

Address:_____Signature:_____

_____ Title:_____

_____ (please print)

_____

City State Zip

CERTIFICATE OF LIABILITY INSURANCE

Successful bidder will be required to submit Certificate of Liability Insurance (ACORD 25 Form).

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

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the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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MAINTENANCE BOND

STATE OF TEXAS §

COUNTY OF _____§

KNOW ALL MEN BY THESE PRESENTS: That _____as Principal, _____

hereinafter called Contractor, and _____, as Sureties, _____

are held and firmly bound unto City of Rollingwood, as Obligee, hereinafter called Owner, in the amount of

_____

_____and _____Dollars ($ _____) [**100% of the Original Contract Price**], for the payment whereof Contractor and Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has completed the construction of _____in accordance with the drawings and specifications submitted to The City of Rollingwood and;

WHEREAS, the contractor hereby covenants and agrees that he will maintain and keep in repair such

improvements from any defects resulting from improper installation thereof or material defects, for a

period of **one (1) year**, commencing on the date of issuance of the Certificate of Completion for construction of said project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor shall promptly and faithfully perform as herein above provided, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

WHENEVER the Contractor shall be and declared by the Owner to be in default under aforesaid agreement to maintain and keep in repair, the Sureties shall promptly remedy the default or be responsible to the Owners for having performed Contractor's obligation thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ _____day of _____

_____ _____

By: _____ By: ____

Title: _____ Title: ___

Address: _____ Address: _____

_____ _____

_____ _____

The name and address of the Resident Agent of Surety is:

_____

_____

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror:_____

Signature of Authorized Representative:_____

Date:_____

HOUSE BILL 89 VERIFICATION
(REVISED)

I, _____, [Person Name] the undersigned representative of

_____ [Company or Business Name] (hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Texas Government Code Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of Rollingwood, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

a. it meets an exemption criterion under Section 2270.002; or

b. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

A. Contract between a governmental entity and a company with less than 10 full-time employees

B. Contract has a value of less than $100,000 paid wholly or partly from public funds of the governmental entity

Signature: _____ Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Sample
Notice of Award

Date: _____

Project: 2025 Mill and Overlay Project	
Owner: City of Rollingwood, Texas	Owner's Contract No.:
Successful Bidder:	
Bidder's Address:	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

2025 Mill and Overlay Project

The amount of your Contract is _____.

__1__ PDF of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [__1__] fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.

3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Rollingwood

By: _____
Signature

City Secretary
Title

Sample
Notice to Proceed

Date: _____

Contract: 2025 Mill and Overlay Project

Owner's Project No.:_____

To: _____

_____

_____

In accordance with the Agreement dated_____, by and between the City of Rollingwood, Texas (Owner) and _____(Contractor) for work to be performed in conjunction with 2025 Mill and Overlay Project. Construction shall be completed by _____.

1. Contractor is hereby notified to commence work on_____, 2025 and to complete the work on or before _____.

2. Liquidated damages to be paid by the Contractor for failure to complete the work by the completion date will be assessed at the rate of $ 500.00 per day for each calendar day after _____. The procedure and basis for the assessment of damages will be in accordance with the Special Conditions, Section 21.

ISSUED ON BEHALF OF	ACCEPTED ON BEHALF OF
The City of Rollingwood, Texas	_____
_____	_____
Makayla Rodriguez City Secretary	(Contractor Signature)
_____	_____
Date	Date

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.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the Glossary of Defined Terms located at the beginning of the Project Construction Manual. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or

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some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents (See Supplementary Conditions for changes)*

A. Owner shall furnish to Contractor one fully executed contract in electronic form (pdf).

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress

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payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor 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.

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ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent (See Supplementary Conditions for changes)*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the 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 is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions (See Supplementary Conditions for changes)*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site (See Supplementary Conditions for changes)*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions (See Supplementary Conditions for changes)*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance (See Supplementary Conditions for changes)*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other 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 such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the 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, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence (See Supplementary Conditions for changes)*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours (See Supplementary Conditions for changes)*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment (See Supplementary Conditions for changes)*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits (See Supplementary Conditions for changes)*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes (See Supplementary Conditions for changes)*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative (See Supplementary Conditions for changes)*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work (See Supplementary Conditions for changes)*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein 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.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal 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 Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: 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 is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work (See Supplementary Conditions for changes)*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. 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.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. 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 responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion (See Supplementary Conditions for changes)*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims (See Supplementary Conditions for changes)*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay 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 or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES *(See Supplementary Conditions for changes)*

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:90 day

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS *(See Supplementary Conditions for changes)*

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. 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 Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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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.

SUPPLEMENTARY CONDITIONS

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Supplementary Conditions has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC® C-700, 2013 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. The suggested language contained in the **Guide to the Preparation of Instructions to Bidders** (EJCDC® C-200, 2013 Edition) is also carefully integrated with the suggested language of this document. The full EJCDC Construction series of documents is discussed in the **Commentary on the 2013 EJCDC Construction Documents** (EJCDC® C-001, 2013 Edition).

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I. SUPPLEMENTARY CONDITIONS

A. *Caption and Introductory Statements*

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the Glossary of Defined Terms.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one fully executed counterpart of the Agreement in electronic portable document format (PDF).

SC-2.02 Add the following new paragraph immediately after Paragraph 2.02.B:

C. Conformed documents incorporate and integrate Addenda and amendments negotiated prior to the Effective Date of the Contract. The conformed documents are produced for the convenience of the user and are not binding on the Owner nor do conformed documents take the place of the Contract Documents.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Intent

SC-3.01 **Add the following new paragraphs immediately after Paragraph 3.01.E:**

F. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

G. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract

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Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 6.03 Contractor's Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		**Statutory**
Federal, if applicable (e.g., Longshoreman's):		**Statutory**
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	**$**	
Bodily injury by disease, aggregate	**$**	
Employer's Liability:		
Bodily injury, each accident	**$**	**500,000**
Bodily injury by disease, each employee	**$**	**500,000**
Bodily injury/disease aggregate	**$**	**500,000**

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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: **$** _____

Foreign voluntary worker compensation **Statutory**

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	**$**	**2,000,000**
Products - Completed Operations Aggregate	**$**	**1,000,000**
Personal and Advertising Injury	**$**	**1,000,000**
Each Occurrence (Bodily Injury and Property Damage)	**$**	**1,000,000**

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	**$**	**500,000**
Each accident	**$**	**1,000,000**

Property Damage:

Each accident	**$**	**1,000,000**

[or]

Combined Single Limit of	**$**	**1,000,000**

4. Excess or Umbrella Liability:

Per Occurrence	**$**	**1,000,000**
General Aggregate	**$**	**1,000,000**

5. Contractor's Pollution Liability:

Each Occurrence	**$**	**N/A**
General Aggregate	**$**	**N/A**

☒ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

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6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: WSB LLC.

7. Contractor's Professional Liability:

Each Claim	**$ N/A**
Annual Aggregate	**$ N/A**

SC-6.05 Property Insurance

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

City of Rollingwood, TX and WSB LLC

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

15. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

16. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. *none*

17. include by express endorsement coverage of damage to Contractor's equipment.

7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01 Supervision and Superintendence

SC-7.01.B. **Amend Paragraph 7.01.B to add the following sentences: "The Contractor shall identify their representative at the Site that shall have authority to act on behalf of Contractor. All communications given to or received from this representative shall be binding on Contractor."**

SC-7.01.C. Add the following new paragraph immediately after Paragraph 7.01.B:

Any superintendent or other personnel, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such superintendent or other personnel and name a replacement in writing. Noncompliance with the Engineer's request to remove and replace personnel at any level shall be grounds for terminating the Contract.

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7 AM through 6 PM

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SC-7.03 Services, Materials, and Equipment

SC-7.03.B. Add the following new subparagraphs immediately after Paragraph 7.03.B:

1. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Engineer.

SC-7.08 Permits

SC-7.08 Union Pacific Railroad License, Right of Entry, Construction, and Maintenance Agreements associated with proposed shared-use ditch in Union Pacific Railroad right-of-way.

SC-7.09 Taxes

SC 7.09 **Add the following paragraphs immediately after Paragraph 7.09.A:**

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.06 Determinations for Unit Price Work

10.06.A Modify Paragraph GC-10.06.A by adding the following sentence at the end of the first sentence: "Contractor shall, at his own expense, provide help and other assistance as may be required for making measurements of Unit Price Work.

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ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.03 Unit Price Work

SC-13.03.B. Amend Paragraph 13.03.B to add the following sentences: "Progress estimates serve only as basis for partial payments. The Engineer may revise progress estimates and/or quantities any time before final acceptance. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate."

SC-13.03.C. Amend Paragraph 13.03.C to add the following sentences: "Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items, shall be considered incidental to unit price work listed and the cost of incidental work included as a part of the unit price."

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.07 Waiver of Claims

SC-15.07.B. Amend Paragraph 15.07.B to state "The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or

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Engineer other than those pending matters that have been duly submitted or appealed under the provisions of Article 17."

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *[insert name of selected arbitration agency]***, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.**

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

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F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

ARTICLE ARTICLE 18 – PUBLIC INFORMATION

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

The Contractor must:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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1. Payment

(A) Employee Certification

CONTRACTOR, Subcontractor, and Sub-subcontractor shall identify in writing, the classification agreed to by all laborers, workmen and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Schedule(s). If work performed by worker is different than the classification agreed upon, the worker shall be paid the minimum wage for work performed.

(B) Classification Definitions

1. Building

Definitions for building classifications are stated in "Dictionary of Occupational Titles," Department of Labor, 4th Edition, 1977.

2. Highway-Heavy

Definitions for Highway-Heavy classifications shall conform to "Standard Job Classification and Descriptions," AGC of Texas Highway, Heavy, Utilities and Industrial Branch.

3. Federal Building and Highway Heavy

Definitions are stated in "Directory of Occupational Titles, "Department of Labor, 4th Edition, 1977.

(C) Minimum Wages

Workers on Project shall be paid not less than wage rates described in this section. Such wage rates shall be used throughout the Contract. If a classification is to be used which is not listed in this section, CONTRACTOR shall request such rates from the Department of Labor and forward a copy of the request and response to OWNER.

Inclusion of wage rates does not relieve CONTRACTOR from responsibility to comply with applicable State or Federal wage laws.

All mechanic and laborers working upon the Work shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29, CFR, Part 3) full wages accrues and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Highway-Heavy wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under and wage classification. Wage rates shall be posted by CONTRACTOR at site of Work in a prominent place where they can be easily seen by workers. In the event there are multiple job sites (such as in street or utility construction), wage rates shall be posted at

CONTRACTOR's office and be posted at other places where they would be most likely seen by workers.

(D) Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. Apprentices and Trainees

(A) Locally Funded Projects

Apprentices and helpers will be permitted to work as such when they are listed on a payroll as an apprentice or helper. Apprentices or helpers are to be paid a minimum of 50 percent of journeymen wages indicated. The allowable ratio of apprentices or helpers in any craft is not to exceed 2:1.

Employees who are not under the apprentice or helper program shall be paid the wage rate provided in contract for Work he actually performed.

3. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments which may be determined necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors on the Work the full amount of wages required by this Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this contract, OWNER may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made.

4. Payroll and Reports

Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work. Such records shall contain name and address of each such employee, his/her correct classification, rates of pay, including fringe benefit rates when applicable, daily and weekly number of hours worked, deductions made and actual wages paid.

CONTRACTOR shall make payroll records available for inspection by authorized representatives of OWNER upon written request, and shall permit such representatives to observe and/or interview employees during working hours on Work site, for such time as is required to obtain personal verification of selected payroll data. If it is apparent that there is a wage rate violation or improper classification of employees, an investigation will be conducted, and action taken as appropriate.

5. Complaints and Penalty's

CONTRACTOR's attention is directed to House Bill TX 73 RHB 560 amending Art. 5159a, V.T.C.S. relating to the payment of certain laborers, workers, and mechanics under public

works contacts.

6. Area Practice

Highway Heavy Construction Wage Rates shall be used on this Work unless Building Construction Rates are included as follows:

Building Construction Wage Rates shall be used when the following conditions are met: Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving. Additionally, such structures need not be "habitable" to be Building Construction. The installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Building Construction Wage Rates determination shall include all construction necessary to complete a facility regardless of the number of contracts involved so long as all contract awarded are closely related in purpose, time and place. Demolition or site work preparatory to Building Construction is considered a part of the building Work for wage rate determination purposes.

Incidental Building Construction shall include Highway Heavy Construction Items when the Project cost for the incidental items are less than 20 percent, except when the Building Construction is less than 4 percent of the Project cost the Highway Heavy Construction Rates will apply.

Multiple Classification

A multiple classification shall be used if Highway Heavy Construction items are more than 20 percent of the Project Cost.

Wage rates for this project can be found at this link: https://www.wdol.gov/dba.aspx Search for Davis Bacon Wage Decisions for Texas, Travis County, Construction Types: Heavy and Highway.

PREVAILING WAGE RATES

Per 2258.022 of the Texas Government Code, the City of Rollingwood specifies that the prevailing wage rates on the following pages shall be paid under the contract awarded for this project.

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number | Publication Date
0 | 01/03/2025

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56 **	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94 **	
Structures	$ 12.87 **	
LABORER		
Asphalt Raker	$ 12.12 **	
Flagger	$ 9.45 **	
Laborer, Common	$ 10.50 **	
Laborer, Utility	$ 12.27 **	
Pipelayer	$ 12.79 **	
Work Zone Barricade Servicer	$ 11.85 **	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69 **	
Asphalt Distributor	$ 15.55 **	
Asphalt Paving Machine	$ 14.36 **	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04 **	
Concrete Pavement Finishing Machine	$ 15.48 **	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87 **	
Crane, Lattice Boom over 80 tons	$ 19.38	
Crawler Tractor	$ 15.67 **	
Directional Drilling Locator	$ 11.67 **	
Directional Drilling Operator	$ 17.24 **	
Excavator 50,000 lbs or Less	$ 12.88 **	
Excavator over 50,000 lbs	$ 17.71 **	
Foundation Drill, Truck Mounted	$ 16.93 **	
Front End Loader, 3 CY or Less	$ 13.04 **	
Front End Loader, Over 3 CY	$ 13.21 **	
Loader/Backhoe	$ 14.12 **	
Mechanic	$ 17.10 **	
Milling Machine	$ 14.18 **	
Motor Grader, Fine Grade	$ 18.51	
Motor Grader, Rough	$ 14.63 **	
Pavement Marking Machine	$ 19.17	
Reclaimer/Pulverizer	$ 12.88 **	

ller, Asphalt.....$ 12.78 **
ller, Other.....$ 10.50 **
Scraper.....$ 12.27 **
Spreader Box.....$ 14.04 **
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51 **

Steel Worker
Reinforcing.....$ 14.00 **
Structural.....$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Traffic Signal/Light Pole
Worker.....$ 16.00 **

TRUCK DRIVER
Lowboy-Float.....$ 15.66 **
Off Road Hauler.....$ 11.88 **
Single Axle.....$ 11.79 **
Single or Tandem Axle Dump
Truck.....$ 11.68 **
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81 **

WELDER.....$ 15.97 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

24 in the example, indicates the survey completion date classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Item 340
Dense-Graded Hot-Mix Asphalt (Small Quantity)

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.2. **Intermediate Aggregate**. Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count,[2] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder**. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, “Asphalts, Oils, and Emulsions.” The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent**. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA)**. Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials**. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface**. The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate**. Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base**. Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	**Intermediate**	**Base**	**Surface**	**Intermediate**	**Base**
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. **RAS**. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders**. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

4.1. **Certification**. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level[1]
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[3]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA[2] (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content[3]	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting, Testing, and Responsibilities**. Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test[1]

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. **Mixture Design**.

4.3.1. **Design Requirements**. The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in Tex-204-F. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used**. Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used**. Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with Tex-242-F, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm[1] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000[2]
PG 70		15,000[3]
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

4.3.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When

WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-K in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments**. If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0[1,2]
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[1,2]
% passing the #200 sieve			±2.0[1,2]
Asphalt binder content, %	Tex-236-F	±0.5	±0.3[2]
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials**. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless

otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.4.2. **Mixing and Discharge of Materials**. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

4.5. **Hauling Operations**. Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

4.6. **Placement Operations**. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

4.6.1. **Weather Conditions**. Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

4.6.2. **Tack Coat**. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.6.3. **Lay-Down Operations**.

4.6.3.1. **Windrow Operations**. Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.6.3.2. **Hauling Equipment**. Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.

4.6.3.3. **Screed Heaters**. Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.

4.7. **Compaction**. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance**.

4.8.1. **Production Lot**. Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling**.

4.8.2.1. **Mixture Sampling**. The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

4.8.2.2. **Asphalt Binder Sampling**. The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing**. The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS)[1]	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **Voids in Mineral Aggregates (VMA)**. The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

4.8.3.2. **Hamburg Wheel Test**. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.8.4. **Individual Loads of Hot-Mix**. The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance**.

4.9.1. **Placement Lot**. A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

4.9.2. **Miscellaneous Areas**. Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

4.9.3. **Placement Sampling**. Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing**. The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids**. The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities**. Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality**. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

City of Rollingwood

ADDENDUM NO. 1

November 6, 2025

This Addendum forms part of the Contract and clarifies, corrects, or modifies original bid documents. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject bidder to disqualification.

A. Pre-Bid Meeting Agenda (attachment)

B. Revised bid form to account for the change identified below at Rollingwood and Wallis.

C. Question and Answers:

1) Does anything milled need to go back (asphalted) the same day?

- Answer: No. However, roads that are milled shall receive the asphalt overlay within two business days following the milling. Contractors shall plan accordingly with the weather forecast as well. If the asphalt overlay will not occur the same day as the milling, the Contractor shall place "Bump Ahead" or other appropriate warning signage to notify drivers of the 1.5" and 2" lip/drop in pavement at each end of the milled roadways. This signage shall be included in the contractor's traffic control signage bid item.

2) Clarify the mix design is Type D 64-22R.

- Answer: The mix design shall use a PG Binder of 70-22 because this is a surface pavement. PG Binder 76-22 is also allowable.

3) Is the HMAC TxDOT or COA standards?

- Answer: TxDOT. See Page 14 of the IFB documents.

D. Special Project Information to Bidders/Contractors

1) Replace the following existing language and image that reads:

O. White hatching will be placed on Rollingwood Drive at Wallis intersection as part of the 2C street segment work. The white hatching will be field-designed and as anticipated to be placed similar to the following to prevent drivers from taking wide turns.



2) Replace with the following language and image: O. Yellow hatching will be placed on Rollingwood Drive at the Wallis intersection as part of the 2C street segment work. The yellow hatching will be field-designed and anticipated to be placed similar to the following image to prevent drivers from taking wide turns at this intersection. No dimensions are provided as this will be laid out on site. All turning movements shall be preserved (no restriction to left or right turning movements).

City of Rollingwood



This addendum consists of 1 page(s) and 2 attachment(s).

November 6, 2025
Approved by Engineer

2025 Mill and Overlay Project

Pre-Bid Meeting

November 6, 2025

10:00am - 10:30am

Microsoft Teams Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2FmMGYwZjAtYjFmNy00YzVmLWE5MDktNTAzZTNlZGY4NjIz%40thread.v2/0?context=%7b%22Tid%22%3a%22252a2aee-2fa0-4e6b-818a-f7d17c7aa6c4%22%2c%22Oid%22%3a%224685fcfa-4dc5-4208-be36-dcdb303b2084%22%7d

Meeting ID: 222 492 246 029 3 Passcode: Eb7Cu93Q

1. Welcome
    a. Project Team & Introduction
    b. Pre-bid meeting is non-mandatory
        i. Bennett Paving
        ii. Lone Star Paving
        iii. Alpha Paving
        iv. Jimmy – unsure company
2. Review of Project
    a. Project Location – See map located in the IFB documents. Project Description: Mill and Overlay, Striping.
    b. Milling will vary by road between 1.5” to 2”. Overlay will match the milling depth.
    c. Specific start/end points are described in the IFB package.
    d. There are no plans, survey, or stations in the package.
    e. Mill along the curblines, saw cut as needed at pavement joints, and hand will as necessary around manholes and valve boxes. Saw cut at existing pavements to remain needs to be in a neat, traverse line.

f. All millings are the property of the City. Upon collection of the millings, the Contractor shall transport the millings to the end of Dellana Lane, in the field immediately east of the lift station located at 3600 Dellana Lane. The City or the City's representative will clarify this location during the preconstruction meeting. The Contractor shall place the millings in loose piles.

g. Traffic control needed per TxDOT standards. One lane closures are fine. No full closures are expected. Remove equipment and store outside of the site at the end of each day. Don't stock pile millings.

h. Keep the site clean as you go and end of each day. Millings need to not be in the gutter or in storm inlets.

i. HMAC will be TxDOT Item 340 Type D with a tack coat.

j. Striping will include the following:

    i. Put back white stripe on both sides of the road and measure where it is before you mill.

    ii. Put back and put in new 24" white stop bars at each stop sign for the area that gets milled and overlaid.

    iii. Put in new double yellow stripe where noted in the IFB package.

k. Payment will be by unit prices as measured in the field.

l. There is 1 alt bid. Depending on prices and the available funds, all or portions of the alt bid may be awarded. This will be determined at the time of Notice of Award.

3. Bid Documents Available: Makayla Rodriguez, City Secretary, mrodriguez@rollingwoodtx.gov.
    a. See City's website as well.
4. Addenda will be posted on the City's website.
    a. Formal questions submitted to: Questions may be directed to the City of Rollingwood via email at mrodriguez@rollingwoodtx.gov.
    b. If the bidder identifies missing elements, it is encouraged to identify/call out those elements during the question and answer period of the advertisement phase.
    c. Only questions answered by Addenda will be binding.
    d. Deadline for questions is November 5, 2025 at 5pm. WSB will answer questions taken during this prebid meeting.
        i. Extended to 2pm November 6, 2025

e. We will issue Addendum No. 1 which will include this pre-bid agenda, plan holders that we are aware of, and one change to the striping at Wallis and Rollingwood.

5. Bids Due Date and Location:
    a. City of Rollingwood City Hall
    b. Attn: Makayla Rodriguez
    c. 430 Nixon Drive
    d. Rollingwood, Texas 78746
    e. Write “SEALED BID” with the Bid Name: 2025 Mill and Overlay Project and Due Date on the outside of the bid package.
    f. Bids will be accepted until 2 PM, November 12, 2025 when bids will be publicly opened and read aloud.
    g. In order for a response to this IFB to be considered complete, and to be evaluated for a contract award by the City, bidders must submit all of the following information by the bid opening date and time:
        i. Bid Form Pages with acknowledgment of addenda
        ii. Bid Prices: Attach your detailed bid prices for the goods/services offered using the bid form documents provided in this solicitation.
        iii. Bond Affidavit.
        iv. 5% Bid Bond.
        v. Project Experience and References: Offeror shall provide at least three (3) references where Offeror has performed similar to or the same types of goods/services as described herein. Please provide the client contact information including phone and email, project description and date the work was performed.
6. Bid award
    a. The contract will be awarded to the lowest responsible bidder or bidder that provides the best value. Lowest responsible bidder will be based on the lowest total for the bid schedule.
    b. If Owner awards the contract for the Work, such award shall be to the responsible Bidder who, in the opinion of the Owner, is best capable of performing the work. The evaluation will be based on the price.
    c. However, references may be called upon. The Owner reserves the right to reject any or all bids and to waive any and all informalities in bidding. Owner may conduct

such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

d. The recommended contractor will be asked to provide a 1295, Conflict of Interest, Certificates of Insurance, SB252 acknowledgement, HB89 acknowledgement, provide a Performance Bond and Payment Bond and other documents as noted in the IFB package.

e. Week of November 17, 2025 - City to work with Contractor to execute the contract.

f. Week of December 3, 2025 - City and WSB will hold the preconstruction meeting. Notice to Proceed will be given to begin the project as December 15, 2025. Weather conditions and holidays will be considered at that time. The contractor shall provide a schedule of activities to the City at the preconstruction meeting.

g. Contractors shall submit bids only if they can perform the work and on this anticipated schedule.

7. Requirements
    a. HUB/DBE Participation Requirement: 0%
    b. Contractor shall not work holidays or weekends.
    c. Construction work under this contract will adhere to the following timeline and work-day restrictions:
        i. In order to coincide with the Eanes ISD school schedule, Contractor shall not begin lane closures before 7:40am. Contractor shall open lane closures by 4:15pm.
        ii. In order to coincide with the City's trash collection service, Contractor shall not close lanes on a Monday or Thursday unless trash has already been collected on both sides of the street. If milling and overlay work is done post-trash collection, the Contractor is responsible for moving trash cans out of the way, carefully placing them upright and near each property's driveway.
8. Construction Duration:
    a. The Contractor shall notify the City of Rollingwood a minimum of three (3) working days (Monday-Friday) in advance of construction startup.
    b. FULLY complete within 21 calendar days of NTP
    c. 1 year warranty

9. Material Testing – _____ will perform material testing. Contractor will need to coordinate directly with _____ and follow testing procedures/directions provided. City will pay for required material tests, but the Contractor is required for all additional retests due to initial failed tests.
10. City Observation PM/Contact

    Name: Jeremy Allamon, WSB

    Contact: 254-760-8579 jeremy.allamon@wsbeng.com
11. Team Comments
    a. WSB Comments
        i. Project site is publicly open and available to visit.
        ii. No utilities surveyed or information available. Contractor shall request OneCall (811) prior to field activities and construction.
        iii. Construction site safety importance.
        iv. Staging and storage area are not available for this project outside of the existing street right-of-way.
12. Q&A
    a. Contractor questions/comments

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**

BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
2	Implement Traffic Control Plan, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for _____ Dollars and _____cents per Square Yard.	12205	SY		$ -
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for _____ Dollars and _____cents per Ton of Asphalt Used.	50	TON		$ -
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for _____ Dollars and _____cents per Square Yard.	4117	SY		$ -
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for _____ Dollars and _____cents per Square Yard.	8088	SY		$ -

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** _____

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	6	EA		$ -
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	6475	LF		$ -
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for _____ Dollars and _____cents per EACH.	8	EA		$ -
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	25	LF		$ -
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	1	EA		$ -
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	1	EA		$ -

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** _____

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY- I Yellow Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for _____ Dollars and _____cents per Lump Sum.	1	LS		$ -
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	1951	LF		$ -
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	$ 5,000.00	$ 5,000.00

TOTAL AMOUNT OF BASE BID

_____ **Dollars and** _____ **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
ALT BID 1 ***Submit with Bid Proposal*** **Addendum No. 1** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for _____ Dollars and _____cents per Square Yard.	7658	SY		
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for _____ Dollars and _____cents per Ton of Asphlat Used.	15	TON		
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for _____ Dollars and _____cents per Square Yard.	4028	SY		
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for _____ Dollars and _____cents per Square Yard.	3630	SY		
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for _____ Dollars and _____cents per EACH.	3	EA		

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
ALT BID 1 ***Submit with Bid Proposal*** **Addendum No. 1** **BIDDER:** _____

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for _____ Dollars and _____cents per Linear Foot.	4424	LF		
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for _____ Dollars and _____cents per EACH.	4	EA		

TOTAL AMOUNT OF ALT BID

_____ **Dollars and** _____ **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

City of Rollingwood

ADDENDUM NO. 2

November 10, 2025

This Addendum forms part of the Contract and clarifies, corrects, or modifies original bid documents. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject bidder to disqualification.

1) The intent is to clarify the mix design.

- Regarding TxDOT mix design and TxDOT Item 340.2.8 Table 5, the asphalt mix design to be used in this project shall use a PG Binder of 70-22 or 76-22 because this is a surface pavement. PG Binder 64-22 is not allowed.

This addendum consists of 1 page(s) and 0 attachment(s).



November 10, 2025
Approved by Engineer

ROLLINGWOOD TEXAS

City of Rollingwood Bid Opening Sign-In Sheet
Construction of Mill and Overlay Services
Wednesday, November 12, 2025, at 2:00 p.m.

Full Name	Company
Billy Bennett	Bennett Paving
Nicole Gee	Alpha Paving
Morgan Schmidt	Alpha Paving
Jon Wickes	Lone Star Paving
Marc Drouin	WSB LLC
Alun Thomas	City of Rollingwood
Lindsay Saenz	City of Rollingwood
Makayla Rodriguez	City of Rollingwood

TO: Alun Thomas, Makayla Rodriguez – City of Rollingwood

CC: Jay Kennedy, P.E., Jeremy Allamon – WSB

FROM: Angellia Points, P.E. – WSB

SUBJECT: 2025 Mill and Overlay Project

Recommendation for Award

DATE: 11/14/2025

PROJECT: 2025 Mill and Overlay Project

Ms. Rodriguez,

Sealed bids were received from three (3) bidders on 12 November 2025, at 2:00 pm for the above-mentioned project. The bidders and their bid amounts were read out loud at the opening, which was held at City Hall, in Rollingwood, TX. The bid price tabulation is provided as Attachment A.

Review of Bids

Bennett Paving Inc., of Leander, TX, was the apparent low bidder after bid verification of base bid unit costs and quantities with a bid of $210,866.38. Lone Star Paving Company was the second lowest bid of $245,597.25. Alpha Paving Industries LLC was the third and highest bidder with a bid of $266,158.75. The verified base bids and alt bid totals are in the following table.

Bidder	Base Bid Total	Alt Bid Total	Total Bid
Bennett Paving Inc.	$210,866.38	$122,037.76	$332,904.14
Lone Star Paving Company	$245,597.25	$135,357.50	$380,954.75
Alpha Paving Industries LLC	$266,158.75	$156,299.00	$422,457.75

WSB provided an engineer's estimate of $379,255.88 for the base bid and an engineer's estimate of $214,742.00 for the alternative bid for the project. WSB compared anticipated unit prices with the bidder's unit prices. Generally, there were some unit prices similar to WSB's estimate while quite a few were lower. WSB estimated high due to the lower quantities and potential vagueness of the project description, but all bidders came in lower and were consistent in totals and unit price, giving WSB confidence that the bid prices are trustworthy.

WSB performed a reference check and reviewing Bennett's bid package. WSB contacted three (3) references. All referenced indicated positive working relationships (current and/or previous) as well as quality work from this contractor. See attached for a list of references we received in Attachment B.

1221 S. MOPAC EXPRESSWAY | SUITE 355 | AUSTIN, TX | 78746 | 512.358.9174 | (f) 763.541.1700

Review of Budget and Alt Bid Award

WSB understands the City has a dedicated budget of $500,000 to perform services and construction of the 2025 Mill and Overlay Project. The following is a breakdown of the expected expenditures and budget available for construction.

Expenditure	Amount
WSB LLC Professional Services	$21,000.00
Construction Materials Testing, Assumed Budget	$25,000.00
Bennett Paving Base Bid	$210,866.38
Bennett Paving Alt Bid No. 1	$122,037.76
TOTAL PROJECTED EXPENDITURE	**$378,904.14**

If the City were to award the base bid and all of the alternate bid to Bennet Paving, the City would have approximately $121,000 remaining from the $500,000 budget to allocate to next year's street maintenance project or other capital improvement projects, as allowed.

Recommendation

WSB recommends that a construction contract be awarded to Bennett Paving, of Leander, TX, for the total bid (base bid and alt bid) amount of $332,904.14 for the 2025 Mill and Overlay Project.

Respectfully,



Angellia Points, P.E.
Senior Project Manager – WSB

BID TABULATION - 2025 MILL AND OVERLAY PROJECT
CITY OF ROLLINGWOOD

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	BASE BID			ENGINEER'S ESTIMATE		BENNETT PAVING INC		LONE STAR PAVING COMPANY		ALPHA PAVING INDUSTRIES LLC	
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid	LS	1	$ 18,509.13	$ 18,509.13	$ 5,000.00	$ 5,000.00	$ 12,000.00	$ 12,000.00	$ 8,500.00	$ 8,500.00
2	Implement Traffic Control Plan	LS	1	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings	SY	12,205	$ 6.00	$ 73,230.00	$ 2.50	$ 30,512.50	$ 2.00	$ 24,410.00	$ 3.75	$ 45,768.75
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay	TON	50	$ 195.00	$ 9,750.00	$ 200.00	$ 10,000.00	$ 95.00	$ 4,750.00	$ 275.00	$ 13,750.00
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road	SY	4,117	$ 20.00	$ 82,340.00	$ 13.97	$ 57,514.49	$ 18.25	$ 75,135.25	$ 16.50	$ 67,930.50
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive	SY	8,088	$ 18.50	$ 149,628.00	$ 10.48	$ 84,762.24	$ 13.00	$ 105,144.00	$ 12.50	$ 101,100.00
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness	EA	6	$ 500.00	$ 3,000.00	$ 290.00	$ 1,740.00	$ 200.00	$ 1,200.00	$ 325.00	$ 1,950.00
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness	LF	6,475	$ 3.75	$ 24,281.25	$ 1.05	$ 6,798.75	$ 1.00	$ 6,475.00	$ 1.50	$ 9,712.50
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement	EA	8	$ 16.00	$ 128.00	$ 16.00	$ 128.00	$ 10.00	$ 80.00	$ 20.00	$ 160.00
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness	LF	25	$ 3.50	$ 87.50	$ 1.45	$ 36.25	$ 2.00	$ 50.00	$ 2.00	$ 50.00
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness	EA	1	$ 500.00	$ 500.00	$ 385.00	$ 385.00	$ 300.00	$ 300.00	$ 425.00	$ 425.00

12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness	EA	1	$ 500.00	$ 500.00	$ 420.00	$ 420.00	$ 200.00	$ 200.00	$ 460.00	$ 460.00
13	Provide TY- I Yellow Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness	LS	1	$ 900.00	$ 900.00	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00	$ 950.00	$ 950.00
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness	LF	1,951	$ 2.00	$ 3,902.00	$ 1.65	$ 3,219.15	$ 3.00	$ 5,853.00	$ 2.00	$ 3,902.00
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	BASE BID TOTAL				**$ 379,255.88**		**$ 210,866.38**		**$ 245,597.25**		**$ 266,158.75**
	ALT. BID										
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings	SY	7,658	$ 6.00	$ 45,948.00	$ 2.50	$ 19,145.00	$ 2.00	$ 15,316.00	$ 4.00	$ 30,632.00
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay	TON	15	$ 195.00	$ 2,925.00	$ 200.00	$ 3,000.00	$ 95.00	$ 1,425.00	$ 275.00	$ 4,125.00
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street	SY	4,028	$ 20.00	$ 80,560.00	$ 13.97	$ 56,271.16	$ 16.25	$ 65,455.00	$ 17.00	$ 68,476.00
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive	SY	3,630	$ 18.50	$ 67,155.00	$ 10.48	$ 38,042.40	$ 13.25	$ 48,097.50	$ 12.50	$ 45,375.00
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness	EA	3	$ 500.00	$ 1,500.00	$ 290.00	$ 870.00	$ 200.00	$ 600.00	$ 325.00	$ 975.00
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness	LF	4,424	$ 3.75	$ 16,590.00	$ 1.05	$ 4,645.20	$ 1.00	$ 4,424.00	$ 1.50	$ 6,636.00
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement	EA	4	$ 16.00	$ 64.00	$ 16.00	$ 64.00	$ 10.00	$ 40.00	$ 20.00	$ 80.00
	ALT. BID TOTAL				**$ 214,742.00**		**$ 122,037.76**		**$ 135,357.50**		**$ 156,299.00**
	BASE BID + ALT. BID TOTAL				**$ 593,997.88**		**$ 332,904.14**		**$ 380,954.75**		**$ 422,457.75**

Rollingwood 2025 Mill and Overlay

Contractor Reference Check Questions

Bennett Paving Inc

City of Round Rock - Ruben Ramirez

rramirez@roundrocktexas.gov 512-218-7084

- How would you rate the contractor's skills, quality of work, and expertise in their field?
    - Excellent, one of his favorite paving contactors to work with.
- Did they meet deadlines and manage their workload?
    - Yes, no issues.
- Were there any challenges they faced, and how did they handle them?
    - None.
- Did the contractor perform on budget and on time?
    - Delivered project on time and under budget.
- Were they reasonable with change orders?
    - Yes, and very reasonable on cost.
- How effectively did the contractor communicate?
    - Very good, no issues.
- Were they receptive to feedback and requests for changes?
    - Yes, no issues.
- Was the contractor dependable and punctual?
    - Yes, no issues.
- Were there any concerns about their conduct or behavior?
    - None.
- Would you hire this contractor again?
    - Absolutely.
- Is there anything you wish the contractor had done differently?
    - Nothing, Bennett is his preferred paving contractor to work with. He compares other paving contractors to them because they do such great work.
- Is there anything else I should know before making a decision to work with this contractor?
    - Nothing he can think of. Bennett will deliver a great project, very responsible and knowledgeable.

City of Selma - Gary Freelund gfreelund@freelandturk.com 830-377-4555

- How would you rate the contractor's skills, quality of work, and expertise in their field?
    - Scale of 1-10, would rate 8-9, very good, they get the job done.
- Did they meet deadlines and manage their workload?
    - Yes, very good, no delays.
- Were there any challenges they faced, and how did they handle them?
    - Mill and overlay project, challenge with residents having to deal with the construction but they did great with residents and traffic control.
- Did the contractor perform on budget and on time?
    - They performed on budget and on time. They did so well that the city added work to their scope.
- Were they reasonable with change orders?
    - Very reasonable, matched bid pricing.
- How effectively did the contractor communicate?
    - No issues, did well. Field workers and office are easy to contact and coordinate with.
- Were they receptive to feedback and requests for changes?
    - Yes, no issues.
- Was the contractor dependable and punctual?
    - Yes, no issues.
- Were there any concerns about their conduct or behavior?
    - None.
- Would you hire this contractor again?
    - Yes, I would recommend.
- Is there anything you wish the contractor had done differently?
    - Nothing, did a great job.
- Is there anything else I should know before making a decision to work with this contractor?
    - Nothing, no complaints, they do a great job.

City of Lago Vista - Victor Manzano
victor.manzano@lagovistatexas.gov 512-267-1155

- How would you rate the contractor's skills, quality of work, and expertise in their field?
    - Really good quality of work, very excellent overall.
- Did they meet deadlines and manage their workload?
    - They would complete work within their deadlines.
- Were there any challenges they faced, and how did they handle them?
    - Testing issues but not their fault.
- Did the contractor perform on budget and on time?
    - Did perform on time and under budget by 5%.
- Were they reasonable with change orders?
    - City of Lago Vista doesn't allow change orders, only if a change in scope by the City but when the city did add to the scope, change orders did come back a little higher than expected.
- How effectively did the contractor communicate?
    - Did have some communication issues, driver hit a mailbox and didn't notify the city. Resident called and complained. But they did rectify the issue.
- Were they receptive to feedback and requests for changes?
    - Yes, very good.
- Was the contractor dependable and punctual?
    - Yes, no issues.
- Were there any concerns about their conduct or behavior?
    - None, handle themselves very well.
- Would you hire this contractor again?
    - Yes.
- Is there anything you wish the contractor had done differently?
    - Same comment as above in communication. They should have notified the city ASAP when a driver hit the mailbox .
- Is there anything else I should know before making a decision to work with this contractor?
    - Nothing he can think of. The work they perform is very good and they give advice/solutions when they see a problem arise.

alpha paving
INDUSTRIES LLC
Post Office Box 6565 • Round Rock, Texas 78683

To: City of Rollingwood
403 Nixon Drive
Rollingwood, Tx 78746

Sealed Bid
2025 Mill and Overlay Project
Bid Date: 11-12-2025
Bid Time: 2:00 PM

BID BOND

Submit with Bid Proposal

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Alpha Paving Industries, LLC
PO Box 6565
Round Rock, TX 78683

SURETY (Name, and Address of Principal Place of Business):
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):
City of Rollingwood
403 Nixon Drive
Austin, TX 78746

BID

Bid Due Date: November 12, 2025 by 2:00 P.M.

Description: V: 10/23/2025- 2025 Mill and Overlay Project

BOND

Bond Number: N/A

Date: November 12,2025

Penal sum Five Percent Amount of the Bid $ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Alpha Paving Industries, LLC (Seal)	Atlantic Specialty Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Manny Trinidad	By:
Signature	Signature (Attach Power of Attorney)
Manny Trinidad	Clinton J. Diers
Print Name	Print Name
PW Manager	Attorney-in-Fact
Title	Title
Attest:	Attest:
Signature	Signature
PM	Jessica J. Winfree, Senior Account Manager
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If

intact INSURANCE

Power of Attorney

Surety Bond No: Bid Bond

Alpha Paving Industries, LLC
City of Rollingwood

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Clinton J. Diers**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of November, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

BID FORM - *Submit entire form with Bid Proposal*

ISSUED FOR BID

2025 Mill and Overlay Project

Issued by the City of Rollingwood, Texas

Sealed bids will be accepted until 2:00 P.M., November 12, 2025 and then publicly opened and read aloud thereafter.

Alpha Paving Industries, LLC.	N/A
Legal Name of Responding Firm	SAM.GOV ID#

Manny Trinidad	Public Works Division Manager
Contact Person	Title

512-677-9001	manny@alphapaving.com
Telephone Number	E-Mail Address

15 Roundville Lane	Round Rock, TX 78664
Street Address of Principal Place of Business	City/State Zip

P.O. Box 6565	Round Rock, TX 78683
Complete Mailing Address	City/State Zip

Acknowledgment of Addenda: #1 MT 11-6-2025 #2 MT 11-10-2025 #3 _____ #4 _____ #5 _____

Include the following with the bid submission:

Acknowledgement of Americans with Disabilities Act and Section 504 of the Rehabilitation Acti of 1973 Nondiscrimination Statement

(Signature)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746
Attention: Makayla Rodriguez

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda on the first page of this Bid Form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or

discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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 bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** Alpha Paving Industries, LLC.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for Eight Thousand Five Hundred Dollars and Zero cents per Lump Sum.	1	LS	$8,500.00	$8,500.00
2	Implement Traffic Control Plan, complete for Six Thousand Five Hundred Dollars and Zero cents per Lump Sum.	1	LS	$6,500.00	$6,500.00
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Three Dollars and Seventy Five cents per Square Yard.	12205	SY	$3.75	$45,768.75
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two Hundred Seventy Five Dollars and Zero cents per Ton of Asphalt Used.	50	TON	$275.00	$13,750.00
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for Sixteen Dollars and Fifty cents per Square Yard.	4117	SY	$16.50	$67,930.50
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for Twelve Dollars and Fifty cents per Square Yard.	8088	SY	$12.50	$101,100.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** Alpha Paving Industries, LLC.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Three Hundred Twenty Five Dollars and Zero cents per EACH.	6	EA	$325.00	$1,950.00
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One Dollars and Fifty cents per Linear Foot.	6475	LF	$1.50	$9,712.50
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Twenty Dollars and Zero cents per EACH.	8	EA	$20.00	$160.00
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Two Dollars and Zero cents per Linear Foot.	25	LF	$2.00	$50.00
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Four Hundred Twenty Five Dollars and Zero cents per EACH.	1	EA	$425.00	$425.00
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Four Hundred Sixty Dollars and Zero cents per EACH.	1	EA	$460.00	$460.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** Alpha Paving Industries, LLC.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY- I White Solid Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for Nine Hundred Fifty Dollars and Zero cents per Lump Sum.	1	LS	$950.00	$950.00
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for Two Dollars and Zero cents per Linear Foot.	1951	LF	$2.00	$3,902.00
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	$ 5,000.00	$ 5,000.00

TOTAL AMOUNT OF BASE BID

Two Hundred Sixty Six Thousand One Hundred Fifty Eight **Dollars and** Seventy Five **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
ALT BID 1 *Submit with Bid Proposal* **V: 10/23/2025** **BIDDER:** Alpha Paving Industries, LLC.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Four Dollars and Zero cents per Square Yard.	7658	SY	$4.00	$30,632.00
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two Hundred Sevety Five Dollars and Zero cents per Ton of Asphlat Used.	15	TON	$275.00	$4,125.00
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for Seventeen Dollars and Zero cents per Square Yard.	4028	SY	$17.00	$68,476.00
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for Twelve Dollars and Fifty cents per Square Yard.	3630	SY	$12.50	$45,375.00
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Three Hundred Twenty Five Dollars and Zero cents per EACH.	3	EA	$325.00	$975.00
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One Dollars and Fifty cents per Linear Foot.	4424	LF	$1.50	$6,636.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
ALT BID 1 ***Submit with Bid Proposal*** **V: 10/23/2025** **BIDDER:** Alpha Paving Industries, LLC.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Twenty Dollars and Zero cents per EACH.	4	EA	$20.00	$80.00

TOTAL AMOUNT OF ALT BID

One Hundred Fifty Six Thousand Two Hundred Ninety Nine **Dollars and** Zero **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

ARTICLE 5 – BASIS OF BID

Note: The following bid sheets are to be completed and included in your bid response.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

BID SUMMARY

Submit with Bid Proposal

BASE BID TOTAL:	$ 266,158.75	Total Bid with Alternate
ADD ALT 1 BID TOTAL:	$ 156,299.00	$422,457.75

1. BIDDER agrees that all Work on each project will be substantially complete and ready for final payment by the dates indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

2. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Security in the form of five percent of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.

3. Communications concerning this Bid shall be addressed to:
   Alpha Paving Industries LLC
   P.O. Box 6565
   Round Rock, TX
   78683

4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON November 12, 2025

If BIDDER is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

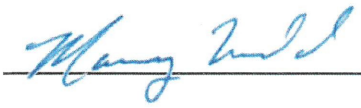
_____
(General Partner)

Business address: _____

_____

Phone No.: _____

A Corporation

By: 

By: Alpha Paving Industries LLC (Corporation Name) Texas (State of Incorporation)

By: Manny Trinidad
(Name of Person Authorized to Sign)

(Corporate Seal)

Public Works Division Manager
(Title)

Attest: _____
(Secretary)

Business address: 15 Roundville Lane Round Rock, TX 78664

_____

Phone No.: 512-677-9001

A Joint Venture

By: _____
(Name)

Business address: _____

_____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Alpha Paving Industries, LLC.

By:
[Signature] _____
[Printed name] Manny Trinidad

Bidder's License No.: _____
(where applicable)

End Bid Form Pages

Previous Experience and References for Similar Work ***Submit with Bid Proposal***

Project Name	Owner's Name, Phone Number, Email	Brief Description of Work	Cost of Work	Design Engineer	Contract Start/End or Status	Notes or Other Information
Misc Street Rehab IDIQ Project	City of Austin Octavio Garza 512-974-7234 Octavio.Garza@austintexas.gov	Street Rehabiliation of asphalt surfaces as various locations as directed by the City of Austin with each location presenting its own unique challenges.	$9,617,566.00	Dylan Holland Senior Project Engineer Pape and Dawson	Completed 5/2022	2 Amendment Options were executed for a total of 3 years.
Street Rehabilitation & Drainage Improvements	City of Westlake Hills Jennifer Bills 512-327-3628 jbills@westlakehills.gov	Street Rehabilitation & Drainage Improvements in Westlake Hills including excavation, milling, paving, concrete placement, and pavement markings.	$1,249,099.16	Susan Turrieta Project Engineer Walter P. Moore	Completed 5/2025	N/A
2025 Village of Point Venture Roadway Maintenace Program	Village of Point Venture Vickie Knight 512-267-5511 villagesecretary@vopv.org	Roadway maintenance program in Village of Point Venture.	$631,997.00	Steven Kirkpatrick Project Engineer Goode Faith Engineering	Competed 8/2025	N/A
Deerfield Drainage Improvement Project	City of Woodcreek Jim Burton 512-847-9390 manager@woodcreektx.gov	Street rehabilitation of asphalt and concrete surfaces to improve drainage along Deerfield Drive.	$343,253.88	Georgina Ybarra Project/ Grant Manager TLC Engineering	Current	N/A
CLMC791 AW Asphalt and Concrete IDIQ	City of Austin Leo Alaniz 512-791-5884 Leo.Alaniz@austintexas.gov	Street Rehabiliation of asphalt and concrete surfaces as various locations as directed by the City of Austin with each location presenting its own unique challenges.	$10,626,706.70	Christopher Evans Supervising Engineer City of Austin	Current	N/A
CLMC1070 Misc. Street Overlay	City of Austin Jose Ibarra 512-974-7195 Joser.Ibarra@austintexas.gov	Roadway maintenace on various streets within the City of Austin. Including milling, paving, and striping as directed by the city.	$12,552,990.00	Ambarish Banerjee Project Engineer City of Austin	Current	N/A

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror: Alpha Paving Industries, LLC.

Signature of Authorized Representative: _____

Date: 11/12/2025

HOUSE BILL 89 VERIFICATION
(REVISED)

I, Manny Trinidad, [Person Name] the undersigned representative of Alpha Paving Industries, LLC. [Company or Business Name] (hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Texas Government Code Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of Rollingwood, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

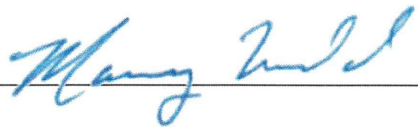
a. it meets an exemption criterion under Section 2270.002; or

b. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

A. Contract between a governmental entity and a company with less than 10 full-time employees

B. Contract has a value of less than $100,000 paid wholly or partly from public funds of the governmental entity

Signature:  Date: 11/12/2025

Name: _____
Title: _____

Name: Manny Trinidad
Title: Public Works Division Manager

ADDRESS FOR NOTICE:

CITY

City of Rollingwood
Attn: City Administrator
403 Nixon Drive
Rollingwood, TX 78746

CONTRACTOR

Alpha Paving Industries, LLC.
Attn: Manny Trinidad
P. O. Box 6565
Round Rock, TX 78683

with a copy to:

Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
Attn: Rollingwood City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1386961

Date Filed:
11/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ALPHA PAVING INDUSTRIES LLC
Round Rock, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025 Mill and Overlay Project
2025 Mill and Overlay Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alpha Paving Industries, LLC	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Manny Trinidad, and my date of birth is 09/01/1962.

My address is 15 Roundville Lane, Round Rock (city), TX (state), 78664 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 10th day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST
QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

11/12/2025

Date

Adopted 06/29/2007

eff Paving, Inc.
.O. Box 2309
nder, TX 78646

City of Rollingwood City Hall
Attn: Makayla Rodriguez
430 Nixon Drive
Rollingwood, Texas 78746

D BID

BID BOND

Submit with Bid Proposal

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Bennett Paving, Inc.
P.O. Box 2309 Leander, TX 78646

SURETY (Name, and Address of Principal Place of Business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (Name and Address):

City of Rollingwood
403 Nixon Drive
Rollingwood, TX 78746

BID

Bid Due Date: November 12, 2025 by 2:00 P.M.

Description: 2025 Mill and Overlay Project

BOND

Bond Number: HC000454

Date: October 30th, 2025

Penal sum Five Percent of Bid Amount (5% of Bid Amount) $ XXXXX
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Bennett Paving, Inc. (Seal)	NGM Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Bryan Bennett	Troy Staples
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest:	Attest:
Signature	Signature
Office Assistant	Witness
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If

any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BOND AFFIDAVIT

Submit with Bid Proposal

To be completed by appropriate insurance agent

I, the undersigned Agent/Broker, certify that the bond requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Rollingwood, I will be able to, within thirty (30) days after being notified of such award, furnish valid bonds and appropriate "power of attorney" to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Troy Staples

Agent (Print)

Name of Agent/Broker: Pate Bonding, Inc.

Address of Agent/Broker: 1276 South Robert St.

City/State/Zip: West St. Paul, MN 55118

Agent/Broker Telephone Number: 651-457-6842

Name of Contractor: Bennett Paving, Inc.

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions concerning these bond requirements or concerning the bid, please Makayla Rodriguez, City Secretary, (512) 237-1838.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Texas)
)
County of Travis)

On this 12th day of November, in the year 2025, before me personally come(s) Bryan Bennett, to me known, who, being duly sworn, deposes and says that he/she is the President of the Bennett Paving, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

ROCIO ANDREA ESCOBAR
Notary ID #135096740
My Commission Expires
September 18, 2028

_____
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 30th day of October, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of NGM Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of NGM Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LINDSAY ANN HILDERBRAND
Notary Public
Minnesota
My Commission Expires Jan. 31, 2030

_____
Notary Public

MAIN STREET AMERICA INSURANCE

Trusted Choice®

POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban**----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell
Vice President, Corporate Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp

My Commission Expires February 8, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this **30th** day of **October**, **2025**.

Nathan Hoyt, Assistant Vice President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

BID FORM - *Submit entire form with Bid Proposal*

ISSUED FOR BID

2025 Mill and Overlay Project

Issued by the City of Rollingwood, Texas

Sealed bids will be accepted until 2:00 P.M., November 12, 2025 and then publicly opened and read aloud thereafter.

Bennett Paving, Inc.	YU3XWKNLADJ8
Legal Name of Responding Firm	SAM.GOV ID#

Bryan Bennett	President
Contact Person	Title

(512) 740-8603	adam@bennettpavingtx.com
Telephone Number	E-Mail Address

23004 Windy Valley Road	Leander, TX 78641
Street Address of Principal Place of Business	City/State Zip

P.O. Box 2309	Leander, TX 78646
Complete Mailing Address	City/State Zip

Acknowledgment of Addenda: #1 BP #2 BP #3 _____ #4 _____ #5 _____

Include the following with the bid submission:

Acknowledgement of Americans with Disabilities Act and Section 504 of the Rehabilitation Acti of 1973 Nondiscrimination Statement

(Signature)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746
Attention: Makayla Rodriguez

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda on the first page of this Bid Form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or

discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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 bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**

BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Bennett Paving, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for Five thousand Dollars and Zero cents per Lump Sum.	1	LS	$5,000.00	$ 5,000.00
2	Implement Traffic Control Plan, complete for Four thousand five hundred Dollars and Zero cents per Lump Sum.	1	LS	$4,500.00	$ 4,500.00
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Two Dollars and Fifty cents per Square Yard.	12205	SY	$2.50	$ 30,512.50
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two hundred Dollars and Zero cents per Ton of Asphalt Used.	50	TON	$200.00	$ 10,000.00
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for Thirteen Dollars and Ninety seven cents per Square Yard.	4117	SY	$13.97	$ 57,514.49
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for Ten Dollars and Forty eight cents per Square Yard.	8088	SY	$10.48	$84,762.24

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Bennett Paving, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Two hundred ninety Dollars and Zero cents per EACH.	6	EA	$290.00	$1,740.00
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One Dollars and Five cents per Linear Foot.	6475	LF	$1.05	$6,798.75
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Sixteen Dollars and Zero cents per EACH.	8	EA	$16.00	$ 128.00
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for One Dollars and Forty five cents per Linear Foot.	25	LF	$1.45	$36.25
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Three hundred eighty five Dollars and Zero cents per EACH.	1	EA	$385.00	$ 385.00
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Four hundred twenty Dollars and Zero cents per EACH.	1	EA	$420.00	$ 420.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**

BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Bennett Paving, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY- I Yellow Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for Eight hundred fifty Dollars and Zero cents per Lump Sum.	1	LS	$850.00	$850.00
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for One Dollars and Sixty five cents per Linear Foot.	1951	LF	$1.65	$ 3,219.15
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	$ 5,000.00	$ 5,000.00

TOTAL AMOUNT OF BASE BID

Two hundred ten thousand eight hundred sixty six **Dollars and** Thirty eight **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
ALT BID 1 *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Bennett Paving, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Two Dollars and Fifty cents per Square Yard.	7658	SY	$2.50	$19,145.00
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two hundred Dollars and Zero cents per Ton of Asphlat Used.	15	TON	$200.00	$3,000.00
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for Thirteen Dollars and Ninety seven cents per Square Yard.	4028	SY	$13.97	$56,271.16
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for Ten Dollars and Forty eight cents per Square Yard.	3630	SY	$10.48	$38,042.40
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Two hundred ninety Dollars and Zero cents per EACH.	3	EA	$290.00	$870.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
ALT BID 1 *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Bennett Paving, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One Dollars and Five cents per Linear Foot.	4424	LF	$1.05	4,645.20
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Sixteen Dollars and Zero cents per EACH.	4	EA	$16.00	$64.00

TOTAL AMOUNT OF ALT BID

One hundred twenty two thousand thirty seven **Dollars and** Seventy six **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

ARTICLE 5 – BASIS OF BID

Note: The following bid sheets are to be completed and included in your bid response.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

BID SUMMARY

Submit with Bid Proposal

BASE BID TOTAL: $ 210,866.38

ADD ALT 1 BID TOTAL: $ 122,037.76

1. BIDDER agrees that all Work on each project will be substantially complete and ready for final payment by the dates indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

2. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Security in the form of five percent of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.

3. Communications concerning this Bid shall be addressed to:

   Bennett Paving, Inc.
   Attn: Bryan Bennett
   P.O. Box 2309
   Leander, TX 78646

4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON November 12th, 2025

If BIDDER is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

A Corporation

By: _____

By: Bennett Paving, Inc. _____ Texas _____
(Corporation Name) (State of Incorporation)

By: Bryan Bennett _____
(Name of Person Authorized to Sign)

(Corporate Seal)

President _____
(Title)

Attest: _____
(Secretary)

Business address: P.O. Box 2309
Leander, TX 78646

Phone No.: (512) 740-8603

A Joint Venture

By: _____
(Name)

Business address: _____

_____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Bennett Paving, Inc.

By:
[Signature] _____
[Printed name] Bryan Bennett, President

Bidder's License No.: N/A
(where applicable)

End Bid Form Pages

Previous Experience and References for Similar Work ***Submit with Bid Proposal***

Project Name	Owner's Name, Phone Number, Email	Brief Description of Work	Cost of Work	Design Engineer	Contract Start/End or Status	Notes or Other Information
Street Resurfacing - Phase 2	City of Lago Vista (512) 267-1155	Asphalt paving	$2,892,500.13	Taylor Whichard (512) 599-4179 Taylor.Whichard@lagovistatexas.gov	Started May, 2025 Completed July, 2025	N/A
2025 Street Reconstruction Project	City of Boerne (830) 249-9511	Asphalt paving	$1,204,992.53	Victor Saenz (830) 331-9711 vsaenz@boerne-tx.gov	Started Feb, 2025 Completed March, 2025	N/A
2023 Residential SMP	City of Round Rock (512) 218-5400	Asphalt paving & concrete repairs	$8,514,699.44	Ruben Ramirez (512) 218-7084 rramirez@roundrocktexas.gov	Started Jun, 2024 Completed December, 2024	N/A
2024 Street Maintenance Project	City of Kerrville (830 257-8000	Asphalt paving	$1,109,143.00	Charles Durr (830) 258-1416 Charles.durr@kerrvilletx.gov	Started Oct, 2024 Completed Nov, 2024	N/A
Retama Springs and Retama Ridge Mill and Overlay Project	City of Selma (210) 651-6661	Asphalt paving	$3,399,921.25	Gary Freelund (830) 377-4555 gfreeland@freelandturk.com	Started Mar, 2024 Completed Apr, 2024	N/A
2023H Street Rehab Overlay	City of Burnet (512) 756-6093	Asphalt paving	$1,729,403.33	Eric Belaj (512) 715-3217 ebelaj@cityofburnet.com	Started Dec, 2023 Completed Jan, 2024	N/A

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate officers or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the line in Section B.

A. Non-resident bidder in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

✓ B. Our principal place of business or corporate offices are in the State of Texas: 23004 Windy Valley Road, Leander, TX 78641.

BIDDER:

Bennett Paving, Inc. (Company Name)

By Bryan Bennett (please print)

Address: Bennett Paving, Inc.
P.O. Box 2309
Leander TX 78646
City State Zip

Signature: 

Title: President (please print)

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror: Bennett Paving, Inc.

Signature of Authorized Representative: _____

Bryan Bennett, President

Date: 11/12/2025

HOUSE BILL 89 VERIFICATION
(REVISED)

I, Bryan Bennett, [Person Name] the undersigned representative of

Bennett Paving, Inc. [Company or Business Name] (hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Texas Government Code Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of Rollingwood, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

a. it meets an exemption criterion under Section 2270.002; or

b. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

A. Contract between a governmental entity and a company with less than 10 full-time employees

B. Contract has a value of less than $100,000 paid wholly or partly from public funds of the governmental entity

Signature: _____ Date: 11/12/2025

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Bennett Paving, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Bryan Bennett, President

Name of signatory

Signature

11/12/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1387770

Date Filed:
11/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bennett Paving, Inc.
Leander, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025 Mill and Overlay Project
2025 Mill and Overlay Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bennett Paving, Inc.	Leander, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bryan Bennett, and my date of birth is 07/02/1974.

My address is 23004 Windy Valley Rd., Leander (city), TX (state), 78641 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 11th day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BENNETT PAVING
STRIPING • REPAIRS • SEAL COATING

ADA & Section 504 Nondiscrimination Acknowledgment

Bennett Paving Inc. hereby acknowledges and certifies that it complies with the requirements of the **Americans with Disabilities Act (ADA)** and **Section 504 of the Rehabilitation Act of 1973**, as amended.

Bennett Paving Inc. does not discriminate on the basis of disability, race, color, national origin, sex, age, or religion in admission, access to, treatment, or employment in its programs, services, activities, or contracts.

Bennett Paving Inc. further agrees to take all necessary steps to ensure compliance with all applicable federal, state, and local nondiscrimination laws and regulations related to this project for the City of Rollingwood, Texas.

Authorized Representative:
Name: Bryan Bennett
Title: President
Signature: _____
Date: 11/12/2025

Asphalt Inc., LLC dba. LONE STAR PAVING COMPANY
11675 Jollyville Rd. Ste. 150
AUSTIN, Tx 78759

To: Honorable Mayor and City Council
Attn: Makayla Rodriguez, City Secretary
City of Rollingwood, City Hall
403 Nixon Dr.
Rollingwood, Tx 78746

i. Asphalt Inc., LLC dba. LONE STAR PAVING COMPANY
ii. Bid for 2025 Mill and Overlay Project

BID SUMMARY

Submit with Bid Proposal

BASE BID TOTAL: $ 245,597.25

ADD ALT 1 BID TOTAL: $ 135,357.50

1. BIDDER agrees that all Work on each project will be substantially complete and ready for final payment by the dates indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

2. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Security in the form of five percent of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.

3. Communications concerning this Bid shall be addressed to:

   Alex Flores
   Asphalt Inc.,LLC dba Lone Star Paving Company
   11675 Jollyville Rd. Ste 150
   Austin,Tx 78759

4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON November 12, 2025

If BIDDER is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

A Corporation

By: Asphalt Inc, LLC dba. Lone Star Paving Company

By: Asphalt Inc, LLC dba. Lone Star Paving Company Texas
(Corporation Name) (State of Incorporation)

By: Alex Flores
(Name of Person Authorized to Sign)

(Corporate Seal)

Vice President
(Title)

Attest: Greg Morisey
(Secretary)

Business address: 11675 Jollyville Rd. Ste. 150
Austin, TX 78759

Phone No.: 512-428-5778

A Joint Venture

By: _____
(Name)

Business address: _____

_____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Asphalt Inc., LLC dba Lone Star Paving Company

By:
[Signature] _____
[Printed name] Alex Flores

Bidder's License No.: _____
(where applicable)

End Bid Form Pages

BID FORM - *Submit entire form with Bid Proposal*

ISSUED FOR BID

2025 Mill and Overlay Project

Issued by the City of Rollingwood, Texas

Sealed bids will be accepted until 2:00 P.M., November 12, 2025 and then publicly opened and read aloud thereafter.

Asphalt Inc., LLC dba Lone Star Paving Company	47-2248769
Legal Name of Responding Firm	SAM.GOV ID#
Alex Flores	Vice President
Contact Person	Title
512-428-5778	aflores@lspaving.com
Telephone Number	E-Mail Address
11675 Jollyville Rd. Ste.150	Austin, TX 78759
Street Address of Principal Place of Business	City/State Zip
11675 Jollyville Rd. Ste.150	Austin, TX 78759
Complete Mailing Address	City/State Zip

Acknowledgment of Addenda: #1 ✓ #2 ✓ #3 ✓ #4 _____ #5 _____

Include the following with the bid submission:

Acknowledgement of Americans with Disabilities Act and Section 504 of the Rehabilitation Acti of 1973 Nondiscrimination Statement

(Signature)

2025 Mill and Overlay Project

City of Rollingwood

ADDENDUM NO. 1

November 6, 2025

This Addendum forms part of the Contract and clarifies, corrects, or modifies original bid documents. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject bidder to disqualification.

A. Pre-Bid Meeting Agenda (attachment)

B. Revised bid form to account for the change identified below at Rollingwood and Wallis.

C. Question and Answers:

1) Does anything milled need to go back (asphalted) the same day?

- Answer: No. However, roads that are milled shall receive the asphalt overlay within two business days following the milling. Contractors shall plan accordingly with the weather forecast as well. If the asphalt overlay will not occur the same day as the milling, the Contractor shall place "Bump Ahead" or other appropriate warning signage to notify drivers of the 1.5" and 2" lip/drop in pavement at each end of the milled roadways. This signage shall be included in the contractor's traffic control signage bid item.

2) Clarify the mix design is Type D 64-22R.

- Answer: The mix design shall use a PG Binder of 70-22 because this is a surface pavement. PG Binder 76-22 is also allowable.

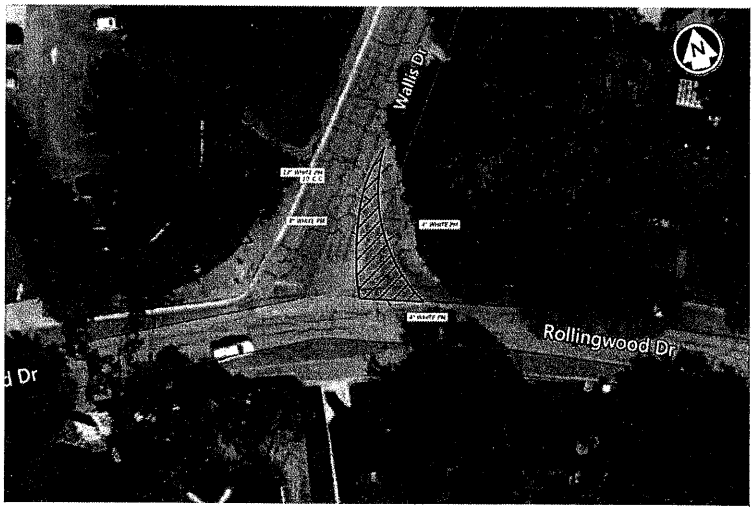
3) Is the HMAC TxDOT or COA standards?

- Answer: TxDOT. See Page 14 of the IFB documents.

D. Special Project Information to Bidders/Contractors

1) Replace the following existing language and image that reads:

O. White hatching will be placed on Rollingwood Drive at Wallis intersection as part of the 2C street segment work. The white hatching will be field-designed and as anticipated to be placed similar to the following to prevent drivers from taking wide turns.



2) Replace with the following language and image: O. Yellow hatching will be placed on Rollingwood Drive at the Wallis intersection as part of the 2C street segment work. The yellow hatching will be field-designed and anticipated to be placed similar to the following image to prevent drivers from taking wide turns at this intersection. No dimensions are provided as this will be laid out on site. All turning movements shall be preserved (no restriction to left or right turning movements).

2025 Mill and Overlay Project

City of Rollingwood

ADDENDUM NO. 2

November 10, 2025

This Addendum forms part of the Contract and clarifies, corrects, or modifies original bid documents. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject bidder to disqualification.

1) The intent is to clarify the mix design.
   - Regarding TxDOT mix design and TxDOT Item 340.2.8 Table 5, the asphalt mix design to be used in this project shall use a PG Binder of 70-22 or 76-22 because this is a surface pavement. PG Binder 64-22 is not allowed.

This addendum consists of 1 page(s) and 0 attachment(s).

Angelica C. Pointer

November 10, 2025
Approved by Engineer

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal*

V: 11/6/2025
Addendum No. 1

BIDDER: Asphalt Inc., LLC dba Lone Star Paving

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for twelve thousand Dollars and zero cents per Lump Sum.	1	LS	$12,000.00	$ 12,000.00 -
2	Implement Traffic Control Plan, complete for four thousand Dollars and zero cents per Lump Sum.	1	LS	$4,000.00	$ 4,000.00 -
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for two Dollars and zero cents per Square Yard.	12205	SY	$2.00	$ 24,410.00 -
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for ninety five Dollars and zero cents per Ton of Asphalt Used.	50	TON	$95.00	$ 4,750.00 -
5	2" HMAC Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for eighteen Dollars and twenty five cents per Square Yard.	4117	SY	$18.25	$ 75,135.25 -
6	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for thirteen Dollars and zero cents per Square Yard.	8088	SY	$13.00	$ 105,144.00-

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
BASE BID *Submit with Bid Proposal*

V: 11/6/2025
Addendum No. 1

BIDDER: Asphalt Inc., LLC dba Lone Star Paving

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for two hundred Dollars and zero cents per EACH.	6	EA	$200.00	$ 1,200.00 -
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for one Dollars and zero cents per Linear Foot.	6475	LF	$1.00	$ 6,475.00 -
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for ten Dollars and zero cents per EACH.	8	EA	$10.00	$ 80.00 -
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for two Dollars and zero cents per Linear Foot.	25	LF	$2.00	$ 50.00 -
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for three hundred Dollars and zero cents per EACH.	1	EA	$300.00	$ 300.00 -
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for two hundred Dollars and zero cents per EACH.	1	EA	$200.00	$ 200.00 -

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
BASE BID *Submit with Bid Proposal* **Addendum No. 1** **BIDDER:** Asphalt Inc., LLC dba Lone Star Paving

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY- I Yellow Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for one thousand Dollars and zero cents per Lump Sum.	1	LS	$1,000.00	$ 1,000.00 -
14	Provide 2-6" TY- I Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for three Dollars and zero cents per Linear Foot.	1951	LF	$3.00	$ 5,853.00 -
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	$ 5,000.00	$ 5,000.00

TOTAL AMOUNT OF BASE BID

two hundred forty five thousand, five hundred ninety seven **Dollars and** twenty five **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
ALT BID 1 *Submit with Bid Proposal*

V: 11/6/2025
Addendum No. 1

BIDDER: Asphalt Inc., LLC dba Lone Star Paving

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for two Dollars and zero cents per Square Yard.	7658	SY	$2.00	$15,316.00
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for ninety five Dollars and zero cents per Ton of Asphlat Used.	15	TON	$95.00	$1,425.00
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for sixteen Dollars and twenty five cents per Square Yard.	4028	SY	$16.25	$65,455.00
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for thirteen Dollars and twenty five cents per Square Yard.	3630	SY	$13.25	$48,097.50
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for two hundred Dollars and zero cents per EACH.	3	EA	$200.00	$600.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT **V: 11/6/2025**
ALT BID 1 *Submit with Bid Proposal* **Addendum No. 1**

BIDDER: Asphalt Inc., LLC dba Lone Star Paving

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for one Dollars and zero cents per Linear Foot.	4424	LF	$1.00	$4,424.00
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for ten Dollars and zero cents per EACH.	4	EA	$10.00	$40.00

TOTAL AMOUNT OF ALT BID

one hundred thirty five thousand, three hundred fifty seven **Dollars and** fifty **Cents**

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID BOND

Submit with Bid Proposal

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Asphalt Inc., LLC DBA Lone Star Paving
11675 Jollyville Rd, Suite 150
Austin, TX 78759

SURETY (Name, and Address of Principal Place of Business):
Western Surety Company and Liberty Mutual Insurance Company
WSC: 151 N. Franklin Street LMIC: 175 Berkeley Street
Chicago, IL 60606 Boston, MA 02116

OWNER (Name and Address):
City of Rollingwood
403 Nixon Drive
Rollingwood, TX 78746

BID

Bid Due Date: November 12, 2025 by 2:00 P.M.

Description: 2025 Mill and Overlay Project

BOND

Bond Number: N/A

Date: November 12th, 2025

Penal sum Five Percent of the Bidder's Maximum Base Bid (Words) $ 5% BMBB (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Asphalt Inc., LLC DBA Lone Star Paving (Seal)	Western Surety Company and Liberty Mutual Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: [signature]	By: [signature]
Signature	Signature (Attach Power of Attorney)
Alex Flores	Michael Garcia
Print Name	Print Name
Vice President	Attorney-in-Fact
Title	Title
Attest: [signature]	Attest: [signature]
Signature	Signature
Estimator	Vickie Lacy, Attorney-in-Fact
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If

any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of November, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214058-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BOND AFFIDAVIT

Submit with Bid Proposal

To be completed by appropriate insurance agent

I, the undersigned Agent/Broker, certify that the bond requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Rollingwood, I will be able to, within thirty (30) days after being notified of such award, furnish valid bonds and appropriate "power of attorney" to the City meeting all of the requirements defined in this bid.

Agent (Signature) Michael Garcia
Agent (Print)

Name of Agent/Broker: McGriff, a Marsh & McLennan Agency LLC Company

Address of Agent/Broker: 10100 Katy Freeway, Suite 400

City/State/Zip: Houston, Texas 77043

Agent/Broker Telephone Number: 713-877-8975

Name of Contractor: Asphalt Inc., LLC DBA Lone Star Paving

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions concerning these bond requirements or concerning the bid, please Makayla Rodriguez, City Secretary, (512) 237-1838.

Previous Experience and References for Similar Work *Submit with Bid Proposal*						
Project Name	Owner's Name, Phone Number, Email	Brief Description of Work	Cost of Work	Design Engineer	Contract Start/End or Status	Notes or Other Information
Travis County FY 2024 HMAC Overlay	Travis County, 512-848-7673, scott.lambert@traviscountytx.gov	2.0" TY D HMAC Mill & Overlay of Travis County Roads	$8,181,793.59	Travis County, Texas	Start: 1/2/2025 Status: 99% complete	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC
City of Round Rock - 2024 Residential SMP	City of Round Rock, 512-218-7084, rramirez@roundrocktexas.gov	Full Depth HMAC Repairs, 2.0" Mill & Overlay TY D of neighborhood streets	$5,202,984.65	City of Round Rock, Texas	Start: 5/1/2025 Status: 85% complete	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC
City of Cedar Park 2025 Major Rd Resurfacing	City of Cedar Park, 512-470-1815, chris.brickey@cedarparktexas.gov	Full Depth HMAC Repairs, 2.0" Mill & Overlay TY D of major roadways	$2,239,154.56	City of Cedar Park, Texas	Start: 5/1/2025 End: 6/30/2025	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC
City of Leander Roadway Rehab	City of Leander, 512-528-2938, mhernandez@leandertx.gov	Full Depth HMAC Repairs, 2.0" Mill & Overlay TY C of city roadways	$2,147,034.50	City of Leander, EJCDC	Start: 6/1/2024 End: 9/30/2024	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC
City of Dripping Springs Rd Maintenance	City of Dripping Springs, 512-858-4725, cgilpin@cityofdrippingsprings.com	Full Depth HMAC Repairs, 2.0" Mill & Overlay TY D 70-22 of city roadways	$585,626.40	City of Dripping Springs, GILPIN Engineering	Start: 7/1/2025 End: 8/31/2025	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC
Williamson RM 1431 (1378-02-059)	TxDot, 512-930-5402, jeremy.mikes@txdot.gov	Full Depth HMAC Repairs, 1.0" Mill & Overlay of major roadway	$2,125,758.68	Texas Department of Transportation	Start: 6/15/2025 End: 7/17/2025	Lone Star Paving was the General Contractor; Self perform paving and production of HMAC

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on installation of a valley gutter at the intersection of Vale Street and Bettis Boulevard and other water diversion structures

Description:

Runoff coming down Bettis Boulevard (and Vale Street) does not continue straight across Vale Street, but rather curves northeast and then crosses Vale towards the front walk of 305 Vale Street. During heavy rains, the runoff can top the curb and run into the yard. This has been an issue for nearly 20 years, and appears to be getting more frequent. Installation of a valley gutter or other diversionary structure to ensure water crosses Vale at the intersection and continues down Bettis appears needed.

Action Requested:

To discuss the issue and provide direction to staff on what action(s), if any, to take

Fiscal Impacts:

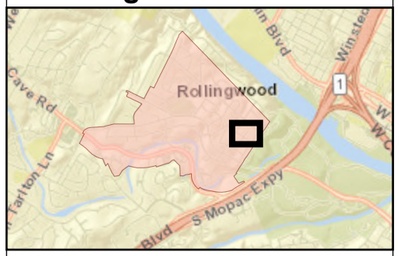
The fiscal impact of this item depend upon Council's direction

Attachments:

- Drainage Overview, as prepared by the City Engineer
- Email from Wendi Hundley
- Email from Jon Hundley
- 2001 City Engineer's Report (Preliminary Drainage Study)

City of Rollingwood

Vale Street & Bettis Blvd Drainage Area Overview



Point of Concern

Point of Interest

Drainage Area

Longest Flowpath

1-ft Elevation Contour

FOR REVIEW PURPOSES ONLY

This document is for interim review and not for construction, bidding, or permitting purposes.
Engineer: Abe A. Salinas, PE
TBPE No. 105114
Date: 10/31/2025

Data Sources:
Lochner (2025), Stratmap (2021)
Aerial Source: Nearmap (2025)

N

0 75 150 Feet

Date: 10/24/2025

ROLLINGWOOD TEXAS

Lochner egis GROUP

DA-1

DA-2

DA-3

Bettis Street Capacity: ~53 cfs

Vale Street Capacity: ~67 cfs

POI 1

POI 2

POI 3

Drainage Area of Concern
Documented Flooding

Bettis Blvd

Riley Rd

Hatley Dr

Vale St

Farley Trl

C:\Users\shelby.acosta\OneDrive\Rollingwood_WSS_20251024_maps.aprx\ValeBettis_DrainageOverview_20250827

OPTION 1 OPINION OF PROBABLE CONSTRUCTION COST: $95,000 (Design + Construction)

Pavement Reconstruction 400 SY (Reconstruct with a crowned roadway section and new curb and gutter to remove low spot in roadway and direct runoff towards Bettis Blvd)

Install 188 LF Curb & Gutter

Regrade slope behind proposed curb

Transition crown to match proposed valley gutter and away from 305 Vale

Note: The existing roadway section is sloped with a 3.4% cross slope towards 305 Vale. Proposed work will remove the low spot and direct flow towards Bettis Blvd.

V-bottom Valley Gutter Dimensions:		
Overall Width (ft):	10	' wide
Overall Depth (in):	3	" deep
Longitudinal Slope %:	0.05	slope
Capacity:	8.60	cfs

City of Rollingwood

Option 1: Valley Gutter Option

- Mill & Overlay Extent
- Sod & Embankment Area
- Curb Improvement
- Valley Gutter
- Parcel Boundary
- 1-ft Elevation Contour

FOR REVIEW PURPOSES ONLY

This document is for interim review and not for construction, bidding, or permitting purposes.
Engineer: Abe A. Salinas, PE
TBPE No. 105114
Date: 10/31/2025

Data Sources:
KFA (2025), Stratmap (2021)
Aerial Source: Nearmap (2025)

N

0 25 50 Feet

Date: 10/24/2025

ROLLINGWOOD TEXAS

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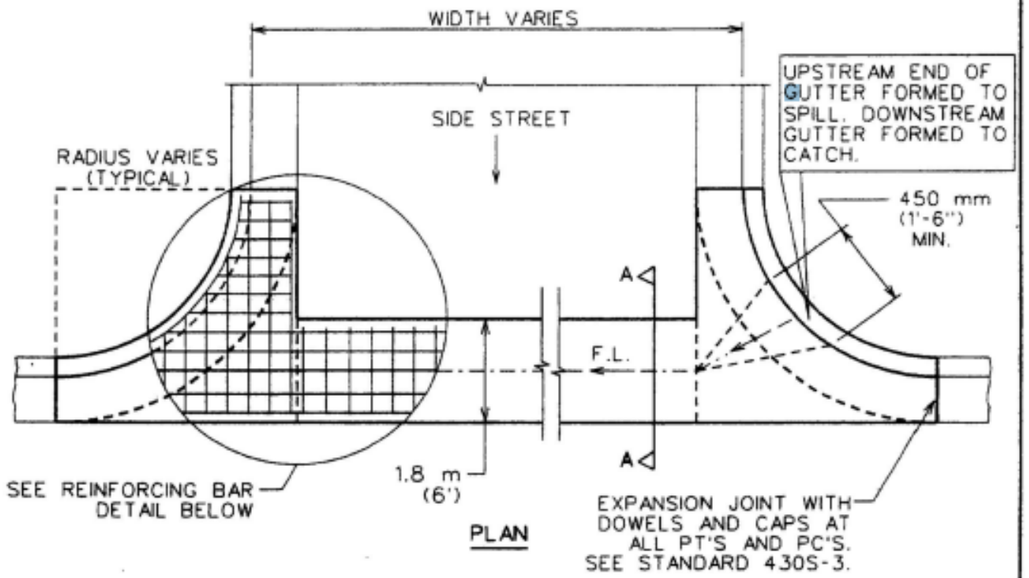
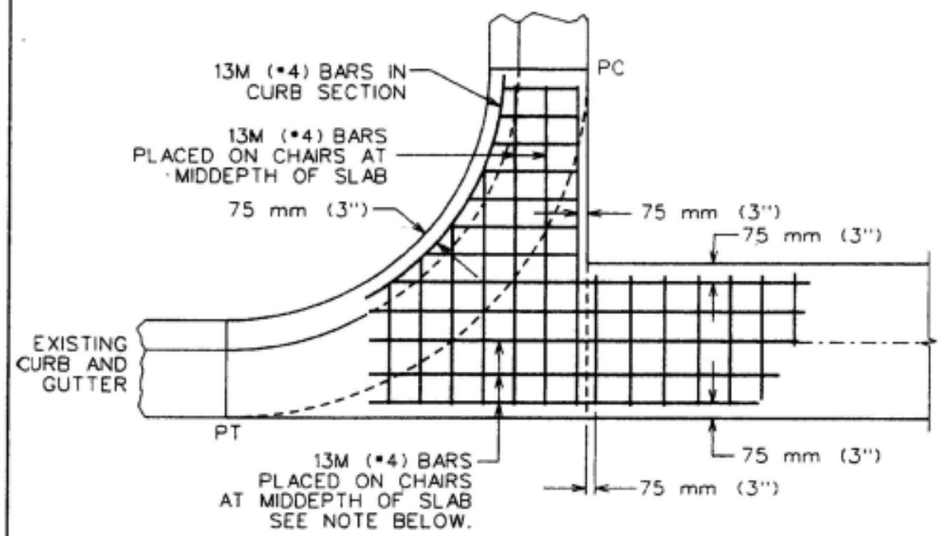


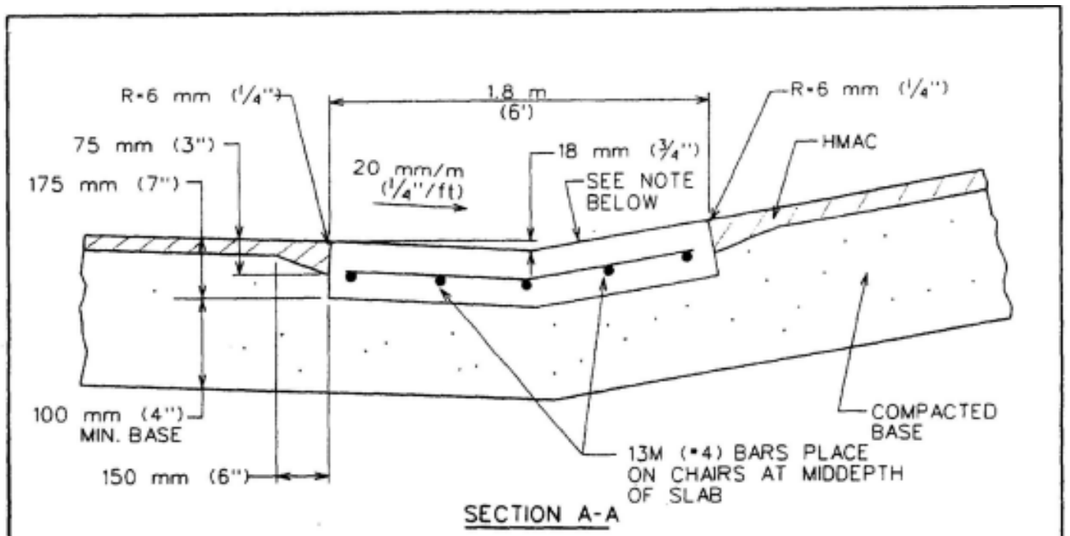
PLAN



REINFORCING BAR DETAIL

NOTE:
ALTERNATE 13M (#4) BARS PLACED ON CHAIRS AT MIDDEPTH OF SLAB TO BE CONTINUOUS ACROSS EXPANSION JOINT. BREAK BOND 150 mm (6") ON EACH SIDE OF EXPANSION JOINT.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CONCRETE VALLEY GUTTER	
Bill Gardner 6/12/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 436S-2 1 OF 2



SECTION A-A

NOTE:
ADJUST SLOPE FROM 20 mm/m (1/4"/ft) MINIMUM TO THE SLOPE OF THE SIDE STREET.

NOTES:
1. MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
2. CONCRETE FOR THE VALLEY GUTTER SHALL BE CLASS A, ITEM 403S, "CONCRETE FOR STRUCTURES".
3. MONOLITHIC CURB AND GUTTER SHALL BE MEASURED BY PLAN QUANTITY PER SQUARE FEET AND PAID AS VALLEY GUTTER.
4. THE UPSTREAM CURB MID POINT MUST BE AT OR LOWER THAN THE BEGINNING P.C. AND 0.5% MINIMUM HIGHER THAN THE OPPOSING MID POINT.
5. ALLOWABLE CONSTRUCTION JOINT AT THE CENTER LINE WHEN TRAFFIC FLOW MUST BE MAINTAINED, CONSTRUCTED AS A CONTROL JOINT.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CONCRETE VALLEY GUTTER	
Bill Gardner 6/12/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 436S-2 2 OF 2

CITY OF AUSTIN'S VALLEY GUTTER DETAIL

OPTION 2: OPINION OF PROBABLE CONSTRUCTION COST: $200,000 (Design + Construction)

Pavement Reconstruction 730 SY (Reconstruct with a crowned roadway section and new curb and gutter to remove low spot in roadway and direct runoff towards Bettis Blvd)

Install 232 LF Curb & Gutter

Regrade slope behind proposed curb

Mill & Overlay 100 SY

Regrade intersection

Note: The existing roadway section is sloped with a 3.4% cross slope towards 305 Vale. Proposed work will remove the low spot and direct flow towards Bettis Blvd.

Mill & Overlay 100 SY

Vale St

Bettis Blvd

302

303

304

305

400

401

565

560

555

550

545

City of Rollingwood

Option 2: Intersection Reconstruction

- Reconstruction Extent
- Sod & Embankment Area
- Mill & Overlay Area
- Curb Improvement
- Parcel Boundary
- 1-ft Elevation Contour

FOR REVIEW PURPOSES ONLY

This document is for interim review and not for construction, bidding, or permitting purposes.
Engineer: Abe A. Salinas, PE
TBPE No. 105114
Date: 10/31/2025

Data Sources:
KFA (2025), Stratmap (2021)
Aerial Source: Nearmap (2025)

N

0 25 50 Feet

Date: 10/24/2025

ROLLINGWOOD TEXAS

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Outlook

Fw: Comments on Vale & Bettis drainage exhibit

From Alun Thomas <athomas@rollingwoodtx.gov>
Date Thu 11/13/2025 12:03 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

3 attachments (14 MB)
Vale at Bettis Drainage Overview (2025 10 31).pdf; May 25, 2025 letter Drainage Concerns Related to 401 Vale and Bettis305 Vale.pdf; 2001 City Engineer Report.pdf;

Makayla,

For the packet, please.

Thanks,
Alun

From: Wendi Hundley [redacted]
Sent: Thursday, November 13, 2025 11:58 AM
To: Alun Thomas <athomas@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Kevin Glasheen <kglasheen@rollingwoodtx.gov>; Kevin Schell <kschell@rollingwoodtx.gov>; Sara Hutson <shutson@rollingwoodtx.gov>; Phil McDuffee <pmcduffee@rollingwoodtx.gov>; Brook Brown <bbrown@rollingwoodtx.gov>; Ismael Parra <iparra@rollingwoodtx.gov>
Cc: Jon Hundley [redacted]
Subject: Comments on Vale & Bettis drainage exhibit

Dear Mayor, City Council and Staff,
We would appreciate this email and its attachments being included as public comment in the packet for the November 19, 2025 City Council meeting, under the relevant agenda item.
Thank you again for sharing the October 31 "Vale at Bettis Drainage Overview" (attached). We've reviewed the exhibit, and we also want to follow up after today's site visit with the City Engineer, Project Manager, City Administrator, Director of Public Works and Mayor in front of our home at [redacted]
We really do want to see a lasting solution for 305 Vale. No one wants to see their home flood, and we understand why they are asking the City for help. Our concern is simply to make sure that any fix at the intersection does not unintentionally redirect more water downhill toward our property. We are the only property directly downhill of the intersection, so any change in flow direction, volume, or speed comes to our home.
Our home is newly built, but it was intentionally constructed in the exact footprint of the previous house, and we preserved the original 1950s raised driveway apron because that longstanding pattern has always protected this lot from flooding. Our property has never flooded under the historic drainage pattern, including during major storms. That long history reflects how well the existing flowpath works and is why we are so cautious about changing it.

also want to note the specific motion that City Council voted on and approved at their May 21, 2025 meeting. At that meeting, Council Member Kevin Glasheen moved to authorize the City to engage the City Engineers to study drainage solutions for the problem at Bettis and Vale, to be built in connection with the repaving project, and Council Member Brook Brown seconded the motion. The intent of the Council's action was clear and unambiguous: the engineering study must come first, and only after that study is completed should any construction or field adjustments be selected. A study is more than a list of ideas, it requires modeling, analysis, and a sealed engineering recommendation. We appreciate that Council directed the City to follow this process, and we believe it is important to honor that sequence so downstream impacts are fully understood before any grading, filling of the low spot, or crown changes are made at the intersection.

A few points from today's discussion stood out:

- The team plans to "shoot the grades" and is considering filling the existing low spot at the intersection. (That low spot currently works like a small swale that slows and collects water before it can build speed going downhill.)
- There is interest in reshaping the crown of the road to encourage more water to continue down the north side Bettis rather than turning onto Vale.
- The City Engineer shared that the current curb and gutter system is sized for a 50 year storm, but not a 100 year storm.

We also want to share one observation that may help with your evaluation. The Bettis/Vale intersection is where stormwater from the entire uphill area collects before flowing into Eanes Creek behind our homes. In practical terms, this point functions as a major collector in the neighborhood's drainage system. Because of that, even small adjustments to the crown or pavement can influence a much larger volume of water than the drawings might suggest.

We also reviewed the older drainage materials the City provided, including the 2002 Murfee Engineering memo. That study is helpful context because it shows that 305 Vale's drainage problems are not new. In that memo, the engineer identified two key causes at the time: (1) a low spot at the intersection, and (2) grading on the 305 Vale lot that directed overtopping water toward the house. The recommended solutions were to reconstruct part of the intersection and for the homeowner to regrade their lot to create a swale that moved water away from their home. We think this history reinforces the importance of addressing the issue thoughtfully and based on a full engineering review —especially when any change in flow direction would come straight to our home.

The only time we have personally seen concerning water behavior at our property was during the drainage test our neighbor conducted using rocks to divert flow. That temporary change caused alarming sheet flow that nearly crossed the raised bump of our driveway apron, despite occurring during a non-significant rain event. That moment made it clear that the downstream impact is foreseeable, and even small redirections at the intersection can meaningfully affect our home.

We understand the appeal of addressing this while the street is being repaved, but regrading and changing the crown without a sealed engineering plan is risky when there is a single, clearly identifiable downstream property that could receive redirected flow. Once the low spot is filled and the crown altered, the resulting flow pattern may be difficult to reverse if it creates a problem later. For that reason, we are documenting current conditions with dated photos, videos, and elevation information so that future changes can be fairly evaluated.

To help ensure a long-term and fair solution for everyone, we respectfully request:

1. A final, signed and sealed hydrologic and hydraulic (H&H) analysis confirming that the proposed grading, pavement, and crown changes will not increase depth, flow, or velocity toward 401 Vale in the design storms.

2. If modeling indicates any increased risk to our home, plans should be made for a captured conveyance solution such as an inlet, catch basin, or extended valley gutter with adequate capacity, rather than relying solely on surface deflection. Water must be reliably contained in the north gutter.
3. Written confirmation that both the 50-year design storm and the 100-year overflow event were evaluated. Even if the gutter is sized for the 50-year storm, City improvements must ensure that the 100-year storm does not overflow toward [redacted] or create new downstream impacts.
4. Written notice before any drainage-related work is approved or initiated, so we have the opportunity to review the engineering findings in advance.

We are reattaching our prior correspondence and public comments, which provide additional background and reflect our consistent request for a full engineering review before any changes are made.

We truly appreciate the time spent walking the site today and the work going into this project. We want a solution that helps 305 Vale and also preserves the drainage pattern that has protected 401 Vale for nearly seventy years. With a complete engineering review, we're confident both goals can be met.

Thank you for your time and consideration.

Best Regards,

J.E. and Wendi Hundley
[redacted]
Rollingwood, TX 78746

Attachments:

Vale at Bettis Drainage Overview, 10 31 25.pdf

Hundley Letters to City, May 25, 2025.pdf

2002 City Engineer Report Murfee Engineering Drainage Memo (2002).pdf

5/21/25 Public Comment: https://mccmeetingspublic.blob.core.usgovcloudapi.net/rollwdtx-meet-26d24dc0fa50497196239583e07fea0e/ITEM-Attachment-001-0cda066ba9e244ddb9a31ce2f48db05c.pdf

-6/4/25 Public Comment: https://mccmeetingspublic.blob.core.usgovcloudapi.net/rollwdtx-meet-7a218cae30ec483bbe971a81b60ff355/ITEM-Attachment-001-37965534513046fabeb7b9877069d343.pdf

From: **Jon Hundley** [redacted]
Subject: Drainage Concerns Related to 401 Vale and Bettis/305 Vale
Date: May 25, 2025 at 1:14 PM
To: Wendi Hundley [redacted]



Dear Mr. Thomas,

Thank you for your help with this issue and for including my public comment in the City Council agenda packet. I am sorry to hear that 305 Vale is experiencing drainage issues, and I hope a thoughtful and equitable solution can be found to protect all affected properties.

After watching the City Council meeting, I had a few follow-up questions that I hope you can help me with:

1. There was a drainage test conducted near my property, where limestone rocks were placed to redirect water flow toward [redacted]. Could you please confirm who authorized or directed this test, and what its purpose and findings were? Were any City officers or elected officials—including Council Member Sara Hutson—involved in initiating, approving, or supervising this test? Around the time of the test, we observed Council Member Hutson meeting with the property owners at 305 Vale. In hindsight, it appears this meeting may have been related to the drainage concerns later discussed at the Council meeting. However, we were not contacted or informed about the issue, even though our home at 401 Vale is directly adjacent and may be equally or more affected by any redirection of water. If this was a coordinated City effort, I would appreciate clarification on why nearby property owners like us were not included. While the meeting may not have been formal, the fact that one property owner received direct engagement while others—whose homes are also vulnerable—were excluded raises concerns about transparency and fairness. All potentially affected residents should be equally informed and included in any process that could impact their property.

2. Council Member Hutson mentioned that the property owners at 305 Vale have recently made some landscape changes, including grading and the addition of large berms along the front of the property, with an opening for a sidewalk that leads to their front door. I'd appreciate if the engineers could take a look at whether this newer landscaping might be unintentionally concentrating water in one area of the yard and directing it toward their entry. There may be opportunities to adjust the layout to help distribute the water more evenly and improve the situation for them—without creating new issues downstream. We're not entirely sure how or where the water is pooling or jumping the curb into their yard, as was discussed at the meeting, but we do wonder whether private property improvements may have unintentionally contributed to the current challenge.

3. During the meeting, it was implied that the intent is to direct water straight down Bettis into Eanes Creek, avoiding the turn onto Vale. Is that an accurate understanding of the Council's directive? It was also suggested that this might involve installing a valley gutter, speed bump, or other surface-level diversionary structure. If that is the direction being pursued, I would like to understand whether the proposed infrastructure will be engineered to manage the full volume and velocity of stormwater during significant rain events—such as a 25- or 100-year flood—or whether it would merely deflect water toward a new location without effectively containing or conveying it. Redirection without adequate capacity or planning could significantly increase the risk of flooding at downstream properties, including ours at 401 Vale. Will this risk be modeled and fully accounted for as part of the engineering analysis?

4. Given the natural slope of the area, even small amounts of overflow can cross the street and flow downhill toward 401 Vale. This is not a theoretical concern—we have both video and photo evidence of water backing up near our property after the April 22 drainage test. During that test, we observed that the diversion altered the typical path of water. Instead of turning onto Vale as it normally does, the water continued down Bettis but crossed to the other side of the road at the intersection as sheet flow, flowing downhill and joining the existing runoff in the curb and gutter along the south side of the street—directly along the side of our home—rather than remaining on the north side, where it has historically flowed. This caused a noticeable buildup of water at the Bettis/Vale intersection and along our curb. Our property already receives stormwater from the curb and gutter system that carries water north along the east side of Vale. The diverted water from Bettis compounded this existing flow, creating a much larger volume and velocity of runoff concentrated along the south side. The attached photo, taken the following day, shows the debris line marking the highest water level we have ever seen at that location. The water came dangerously close to overtopping the original raised section of our driveway apron, which was constructed in the 1950s and intentionally preserved during our construction because our property has never previously experienced water crossing over it. Had the rain lasted even slightly longer or been more intense, it likely would have resulted in water entering our basement, pool equipment area, and backyard. This experience underscores the very real and immediate risk that a redirection of flow—without properly engineered conveyance—could create for our property. I would like confirmation that the engineering review will include a comprehensive hydrologic and hydraulic (H&H) analysis and that the City will take all necessary steps to ensure flood risk is not shifted to our home.

5. Council Member Hutson mentioned diversionary structures and road crowns. However, from what we can see, Bettis lacks a sufficient crown to reliably keep water within the gutter during heavy rainfall. If water is redirected down Bettis and overflows to the south side, it could directly impact our basement, pool equipment, and yard. Will this risk be fully evaluated as part of the proposed engineering solution?

6. Redirecting water using a valley gutter or other surface-level structure as part of a repaving project does not appear to meet the engineering standards typically required for altering stormwater flow. Without a formal H&H analysis, changes like this can inadvertently increase flood risk for downstream properties. In our case, runoff redirected to the south side could overwhelm our lot, which sits below street level. Any permanent drainage changes should follow generally accepted engineering practices and be based on a hydrologic and hydraulic (H&H) study. Proceeding without that level of review would not meet the professional standard of care expected in municipal stormwater design and could expose the City to liability if those changes cause damage to private property.

7. We have a complete drainage assessment of our property, which shows that all water flows toward the southeast corner of our lot—adjoining 403 Vale. Our garage, basement, pool equipment, and backyard are directly in the path of this natural drainage. I would like to formally submit this drainage map, elevation information, and other relevant documentation to the engineers. Could you please let me know the best way to do that?

8. Will the engineers be reviewing topographic maps and conducting elevation surveys of Bettis, Vale, and surrounding properties to model water movement accurately? These tools are essential for identifying risk and designing appropriate infrastructure.

9. I would also like confirmation that the engineers engaged by the City will be permitted to make fully independent, expert determinations regarding any drainage changes—free from direction or influence by individual Council Members. I am especially concerned about the potential conflict posed by Council Member Sara Hutson, who is both a licensed drainage engineer and an elected official. Unless she is formally acting as the engineer of record for this project (with legal responsibility and regulatory oversight), she should not be informally guiding drainage design. These decisions must be made by professionals retained by the City and documented through a transparent, unbiased process. I also ask that the engineers receive my public comment and all supporting materials.

10. During the meeting, Council Member Hutson referred to a 2006 memo regarding 305 Vale. Could you please share a copy of that memo so I can better understand the context and whether it informs the current project?

11. The drainage flow patterns in this area have remained largely unchanged for over 20 years. Our property at 401 Vale has never flooded in nearly 70 years, despite sitting at a lower elevation than 305 Vale. It's possible that the existing drainage arrangement—though imperfect—has remained in place because it effectively balances water flow between multiple properties and prevents a cascading or domino effect that could cause water to back up on all the homes south of 401 Vale. Any proposed change should be reviewed carefully to avoid disrupting this balance and shifting unintended risk to downstream or upstream homeowners.

12. Now that these concerns have been raised, I respectfully ask that the City commit to notifying affected property owners before any drainage modifications are approved or implemented. How will notice be provided, and can you confirm that I will be included on any relevant communication list?

13. Under Texas Water Code § 11.086(a), no person—including a municipality—may divert or impound the natural flow of surface water in a manner that causes overflow and damages another property. If drainage changes lead to flooding at 401 Vale, the City could be in violation of this statute and subject to liability.

14. Article I, Section 17 of the Texas Constitution prohibits the taking, damaging, or destruction of private property for public use without compensation. If changes to City infrastructure redirect stormwater toward our property and result in flooding, this could constitute a taking. We do not consent to our land being used to receive public water flow and reserve all rights under the law.

15. If the City makes a change that shifts the flooding problem to our property, it would constitute negligence and the City would be responsible for any resulting damage to our home and land. As has been the case in prior instances, when the City acts negligently, TML insurance does not provide coverage. As a resident, I do not want to be placed in the position of having no other option but to pursue legal action against the City to protect our property if preventable flooding is redirected to 401 Vale.

I am raising these concerns in good faith and before any construction begins so that the City has a full and fair opportunity to evaluate the risks and consider alternative solutions. If drainage changes are implemented in a way that causes flooding or damage to our home, we will be able to show that this outcome was both foreseeable and avoidable. My goal in writing this letter is to help prevent that scenario and to ensure that any solution protects not just one property, but the entire affected area.

Thank you for your attention to this important matter.

J.E. Hundley [redacted]





ROLLINGWOOD
PRELIMINARY DRAINAGE STUDY
Prepared by Murfee Engineering Company, Inc.
October 28, 2002

LOCATION / OWNER	REPORTED PROBLEM	CAUSE	RECOMMENDED SOLUTION	CITY / HOMEOWNER	PRIORITY (City projects)	ESTIMATED COST
1. 2802 Rollingwood George Primeaux	Water from Rollingwood Drive overflows onto driveway and into garage.	Driveway constructed without proper crest to keep water within the street.	Reconstruct driveway	Homeowner	-	$5000
2. 4902 Timberline Mark Blake	Garage flooded on Nov. 15, 2001.	Driveway slopes down steeply from the street to the garage. Landscaping on side of the house is higher than the driveway causing ponding and flooding of the garage.	Remove landscaping and construct drainage swale on the south side of the house.	Homeowner	-	$1000
3. 2500 Timberline Bob Lindell	Water from Rollingwood Dr. ponds at low point on Timberline, overtops	Timberline pavement constructed at improper elevation without provisions for drainage.	Install curb inlet on Timberline and 100 feet of storm drainage pipe.	City	Moderate	$10,500
	curb and passes through lot.					
4. A) 4903 South Crest John Carlton	Flood damage from storm flow from back of house.	Rear yard slopes towards home. Obstructions, fencing and greenhouse, prevent runoff from passing through lot.	Remove obstructions.	Homeowner	-	$1500
4. B) 4903 South Crest Nancy Kasper	Drainage way along the west lot line has eroded creek bank and edge of driveway	Lack of drainage facilities	Install gabion and concrete slope protection 30-40'	City X	Low	$7,600

F ROLLINGWOOD
PRELIMINARY DRAINAGE STUDY
Prepared by Murfee Engineering Company, Inc.
October 28, 2002

LOCATION / OWNER	REPORTED PROBLEM	CAUSE	RECOMMNEDED SOLUTION	CITY / HOMEOWNER	PRIORITY (City projects)	ESTIMATED COST
5. 305 Vale Ken Krakow	Ponding water at the intersection of Vale and Bettis. On November 15, 2001, water flowed over curb into front door.	Improper construction of intersection without provisions for drainage. Low point on Vale Street causes ponding of water. Grading of front yard directs water that overtops the curb towards the house.	Reconstruct intersection and approximately 50 feet of Vale St. Regrade lot to provide swale directing runoff away from the house.	City Homeowner	Low	$9125 $1000
6. 3200 Park Hills Ron Wilson	Water in back door in heavy rains.	Grading of backyard directs runoff towards the house.	Regrade rear yard.	Homeowner	-	-
7. 3 Westgate Circle Joan Byrne	Runoff from circle deposits gravel in her backyard and heavy rains flood her garage. Erosion problems created under her greenhouse in backyard.	A short concrete flume along the side lot line conveys runoff from the street. Downstream of the flume, heavy storm flows have caused erosion and deposited gravel from the City's previous repaving project.	Replace and extend concrete flume/sidewalk to convey runoff around the house. Remove gravel and replace sod. Replace driveway.	City	Moderate	$7100
8. 303 Pleasant	Flooding of backyard and porch.	Runoff from the street and upstream areas passes through the backyard of this lot.	Regrade rear yard to provide positive drainage.	Homeowner	-	-

PRELIMINARY DRAINAGE STUDY

Prepared by Murfee Engineering Company, Inc.

October 28, 2002

LOCATION / OWNER	REPORTED PROBLEM	CAUSE	RECOMMENDED SOLUTION	CITY / HOMEOWNER	PRIORITY (City projects)	ESTIMATED COST
9. Randolph Place	Drainage from Jeffrey Cove causes flooding on Randolph Place.	Absence of drainage facilities to convey large flows from upstream areas. Runoff from the street passes through lot at Randolph causing flooding of the house and erosion.	Install inlets and storm drainage pipe to capture and convey runoff from Randolph though front and side yards of impacted homes.	City	High	$47,500
10. 106 Kristy Drive / Scott Kyle	Runoff from circle discharges onto lot.	Lack of inlet or other drainage facilities	Install concrete flume.	City will be solved by sewer system	High	$1500
11. Rockway @ Wallis	Drainage causes flooding in front yard.	Roadside ditches convey runoff	No action required.	Homeowner	-	-

Outlook

Fw: Additional Public Comment Regarding Bettis and Vale Repaving and Drainage Work

From Alun Thomas <athomas@rollingwoodtx.gov>
Date Wed 11/19/2025 12:33 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Makayla,

Could you please include this email (with any mandatory redactions) in the packet for tonight?

Thanks,
Alun

Sent from a mobile device. Please forgive any typographical errors.

From: Wendi Hundley [redacted]
Sent: Wednesday, November 19, 2025 12:16:29 PM
To: Alun Thomas <athomas@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Kevin Glasheen <kglasheen@rollingwoodtx.gov>; Kevin Schell <kschell@rollingwoodtx.gov>; Sara Hutson <shutson@rollingwoodtx.gov>; Phil McDuffee <pmcduffee@rollingwoodtx.gov>; Brook Brown <bbrown@rollingwoodtx.gov>; Ismael Parra <iparra@rollingwoodtx.gov>; Jon Hundley [redacted]
Subject: Additional Public Comment Regarding Bettis and Vale Repaving and Drainage Work

Dear Rollingwood City Administrator, Mayor, City Engineer and Council Members,

This note is provided in addition to our previous public comment for the November 19, 2025 meeting. We would appreciate having it included in the backup for tonight's meeting. We want to follow up on the recent discussion and clarify how the City's drainage requirements apply to the work being considered at Bettis and Vale.

As we have said from the beginning, we support finding a lasting solution for the drainage issue at 305 Vale. We do not want to see their home flood, and we appreciate the City's effort to help them. Our focus is simply making sure that any changes at the intersection are based on a full engineering review so that water is not unintentionally redirected toward our home at [redacted], which is the only property directly downhill of the intersection.

Because of that, we want to be very clear about the effect of the proposed field changes. Changing the crown, slope, or elevation of the street alters the direction, concentration, and speed of runoff. Even if the amount of pavement stays the same, altering where the water goes and how quickly it moves is considered a change in stormwater under the City's Drainage Criteria Manual, and those types of changes require a drainage study. Any adjustment to the low spot or crown at Bettis and Vale will influence the flowpath that currently protects our home, so it is important that these evaluations are completed before construction choices are made.

ng the site visit, the City Engineer explained that the Bettis curb and gutter is sized for a 50-year storm, but not a 100-year storm. This is important context because the City's own code requires evaluation of 100-year storm behavior. Section 103-232(a) of the Code of Ordinances states:

"Post-development peak flows shall not exceed pre-development peak flows along the property perimeter for the 2, 10, 25, and 100-year storm events."

Because of this requirement, the City cannot rely solely on the 50-year gutter capacity when deciding how much water to direct toward it. Any change in grading or crown must also be evaluated under the 100-year event that the Code specifically requires.

In addition to the City's own standards, it may also be helpful to remember that Texas has long-standing rules about the handling of surface water. Under Texas Water Code § 11.086, surface water cannot be diverted or altered in a way that causes damage to a downstream property. This is a general principle that applies statewide and reinforces why careful evaluation is important, especially when there is a single home directly downhill of the intersection. We include this simply as background and context, since these state requirements align with the City's goals of avoiding downstream impacts.

When we built our home, we were required to comply fully with the Drainage Criteria Manual. That included engineered drainage improvements that cost us more than thirty thousand dollars. We complied because the City required it and because the purpose of the Manual is to protect neighboring properties when drainage patterns are changed. These same protections should apply to City-initiated work. The drainage standards were adopted by the City and apply to all development within Rollingwood. There is no provision in the Code that exempts City projects from following the same requirements. Consistency matters for fairness and for drainage safety.

The Drainage Criteria Manual also states:

"Any development that causes an increase in storm-water runoff requires a drainage analysis and a drainage plan performed by a Professional Engineer licensed in the State of Texas."

And:

"No development will result in additional adverse flooding impacts."

Taken together, these standards clearly apply to grading and crown changes at Bettis and Vale.

We also want to restate the Council direction from May 21, 2025. At that meeting, the Council voted:

"To authorize the City to engage the City Engineers to study drainage solutions for the problem at Bettis and Vale to be built in connection with the repaving project."

The intent was clear. The engineering study should come first, and any construction should follow based on the findings of that study. A study requires modeling, analysis, and a sealed engineering recommendation. It is more than a list of ideas. Honoring that process is important so that downstream impacts are fully understood before any changes are made.

As noted in our earlier comments, the Bettis and Vale intersection receives stormwater from the entire uphill area before it enters Eanes Creek. Because of that, even small adjustments to the crown or

ment can influence a much larger volume of water than may be apparent. This is especially important when the gutter has known limitations under the 50-year and 100-year storms.

We continue to request:

- A final, signed and sealed hydrologic and hydraulic analysis confirming that the proposed grading and crown changes will not increase depth, flow, or velocity toward [redacted] in the design storms, including the 100-year event required under Code Section 103-232(a).

-If modeling shows any increased risk to our property, a captured conveyance solution such as an inlet, catch basin, or extended valley gutter with adequate capacity to keep water in the north gutter.

-Confirmation that both the 50-year gutter capacity and the 100-year overflow behavior were evaluated as required by the Code.

-Written notice before any drainage-related work is approved so we have the opportunity to review the engineering findings in advance.

We truly appreciate the time spent walking the site and the work that is going into this issue. We want a solution that protects 305 Vale while preserving the drainage pattern that has protected [redacted] for nearly seventy years. With a complete engineering review, we believe both goals can be achieved.

Thank you for your time and consideration.

Best Regards,

J. E. and Wendi Hundley
[redacted]
Rollingwood, TX 78746

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on a recommendation from the Utility Commission to credit the utility bill appeal for 104 Kristi Drive in the amount of $4,786.86

Description:

The City has received and has been working on a request for water bill adjustments at 104 Kristi Drive. To date, a total of $12,972.49 of credit has been applied to the account, per direction from Mayor Massingill.

The residents believe that additional relief in the amount of in the amount of $4,786.86 should be provided, and they presented their case to the Utility Commission on October 7, 2025, and again on November 4, 2025. During the November meeting, and after fully considering the facts of the case, the Commission unanimously voted to recommend to Council that it apply the requested $4,786.86 credit to the applicants' utility bill.

Action Requested:

To consider the Utility Commission's recommendation to credit the water account at 104 Kristi Drive in the amount of $4,786.86, and to direct staff on what action, if any, should be taken.

Fiscal Impacts:

The fiscal impact depends upon the amount of credit, if any, that Council wishes to add to the utility bill for 104 Kristi Drive.

Attachments:

1. Timeline of events *(prepared by staff to facilitate understanding of the process to date)*
2. Vankwinkle Appeal Documents (Redacted) *(initial request from Mr. Van Winkle, and records related to credits already applied by the City)*
3. Documents from Andrew Van Winkle *(provided by Mr. Van Winkle to the Utility Commission to explain his request for additional credit)*
4. Johnny Coronado Email - 104 Kristy Drive *(observations from the City employee who investigated the water leak)*
5. AO Services' Work Schedule *(information from the City's contractor, showing that it did not have staff or contractors on site on the day that the leak began)*
6. Vankwinkle Credits (Redacted) *($1,084.87 for June/July 2024; $11,887.62 for December/January 2024/2025)*
7. Vankwinkle Consumption Data *(detailed water usage information for the account)*

Michelle Van Winkle
104 Kristy Drive

- June 2024: Installed smart meter citywide for water usage tracking
- Began integration of the Beacon Advanced Metering Analytics system.
- August 21, 2024: First month of high-water usage, 87,000 gallons. Service Order #2397: The resident called in to notify us that they worked on their landscaping. Planted a lot of trees.
- October 17, 2024: Leak repair invoice #1802
- November 5, 2024: Resident signed up for EyeOnWater without leak alerts.
- November 8, 2024: Service Order #2561; Check for leak: completed notes-Leak was from 213 Ashworth Dr. Resident received credit
- December 9, 2024: I received the first email requesting a leak adjustment.
- January 3, 2025: I sent email, resident still had continuous water usage
- January 15, 2025: I sent an email I am not able to approve the leak adjustment request at this time. EyeOnWater is still showing continuous water usage.
- January 17, 2025: Service Order #2669, High water usge: completed notes: Johnny- January 17, 2025- I was able to locate the water leak and notified the resident since the break was on the customer side. Johnny left the curbstop off at the resident’s request.
- January 20, 2025: Second invoice #0373 from Magic Matt’s Home Solution.
- January 20, 2025: Email from Mr. Van Winkle, Johnny identified the leak. Some object pierced the line just past the meter. Johnny estimated that it was a stake of some sort.
- June 23, 2025: I sent an email of the total credit, and that is when Mr. Van Winkle decide to appeal the decision.

ROLLINGWOOD
TEXAS

WATER PAYMENT APPEAL FORM

Name on Account: Andrew and Michelle Van Winkle

Service Address: 104 Kristi Dr

Account Number: [redacted]

Amount Due: $3,080.90 (amount requested

Telephone Number: [redacted]

Email Address: avw@braidx.com

Reason for Appeal to the Rollingwood Utility Commission: 1) Please identify the months that you are contesting. 2) Please provide the reason for dispute. 3) Please provide 12 months of history. 4) Provide any other information to support appeal.

1) Month contested: December 2024

2) On February 6, 2025, we submitted a water leak adjustment request for the amount of $16,200.

The months contested in our adjustment request included December 2024 and January 2025.

3) On June 23, 2025, we received a credit against our Feb 6 adjustment request as follows

Credit for December 2024: $0.00. Credit for January 2025: $11,255.14

The purpose of this appeal is to pursue credit for the full amount requested - including our cost ($225) to repair our line which was damaged by RW utility contractors. Our case that RW contractors damaged the line and caused the leak is included in the materials we presented to City Council on Feb 19.

For easy reference, the break in our line ocurred within the trench RW contractors dug to install a new meter and/or supply line to our meter.

4) We are requesting to meet with the Utility Commission and/or whomever else is appropriate to review our appeal.

NOTE: on June 23 we also received credits for a separate leak adjustment request we submitted in October 2024. The October 24 leak adjustment request is not part of the leak adjustment request we submitted in Feb 2025, nor is it part of this appeal.

Signature: [signature]

Date: 20250709

CITY OF ROLLINGWOOD TEXAS

By signing this form, you are promising to appear before the next Utility Commission meeting.

ROLLINGWOOD
TEXAS

Rollingwood Utility Department

Leak Adjustment Request Form

Name on Account: Andrew Van Winkle

Service Address: 104 Kristi Dr Rollingwood, TX 78746

Account Number [redacted]

Phone Number: [redacted]

Email Address: avw@braidx.com

Total Contested Amount: TBD ~ $16,200 see details

Description:

There are many details to this situation.
Please see email from avw@braidx.com to vhernandez@rollingwoodtx.gov
on Feb 6, 2025 for those details.

Consumption Months for which an adjustment is being requested: 12/24 and 01/25
Exact dates: 20241220 - 202501

☑ Seeking adjustment to Winter Average? (Months of November through March)

Date of Repair: _____

Explanation of Repair: Fixed pipe broken by City RW or contractors of City RW

☑ Proof of repair attached

Note: if there is no proof of leak and subsequent repair, an Appeal for a bill adjustment will have to be made to the Utility Commission.

City of Rollingwood
Water Billing Adjustment

Date:	6/23/2025	**Billing Period:**	6/23/2024 -7/23/2024
Customer:	Michelle Van Winkle	**Total Gallons Billed:**	87
Address:	104 Kristi Drive	**3 Yr. Avg. for Billing Period:**	10

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Gallons Billed	Amount Charged
2	2	$ 4.00
6	6	$ 30.00
5	5	$ 35.00
12	12	$ 120.00
10	10	$ 150.00
15	15	$ 315.00
	37	$ 1,036.00
Total:	87	$ 1,690.00

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Prior Year/ 3 Year Avg. Gallons	Amount Charged
(2)	2	$ 4.00
(6)	6	$ 30.00
(5)	2	$ 14.00
(12)		$ -
(10)		$ -
(15)		$ -
		$ -
Total:	10	$ 48.00

Gallons Used		WS Rate
0	+	$5.67

Wholesale Gallons	Amount Charged
77.0	$436.59

Billed Amount	$1,690.00
- Prior Yr Usage	$48.00
- Wholesale Amount	$436.59
Adjustment Credit	$1,205.41
- 10% Admin Fee	$120.54
Posted to account	$1,084.87

Authorized by: approved by Mayor Massengill 6/23/25

Calculation of Prior Year / 3 Year Average:

	July			
Year	2023	2022	2021	Last 3 year avg
Gallons Used	12	12	8	11

City of Rollingwood
Water Billing Adjustment

Date:	6/23/2025	**Billing Period:**	7/23/2024 -8/23/2024
Customer:	Michelle Van Winkle	**Total Gallons Billed:**	51
Address:	104 Kristi Drive	**3 Yr. Avg. for Billing Period:**	11

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Gallons Billed	Amount Charged
2	2	$ 4.00
6	6	$ 30.00
5	5	$ 35.00
12	12	$ 120.00
10	10	$ 150.00
15	15	$ 315.00
	1	$ 28.00
Total:	51	$ 682.00

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Prior Year/ 3 Year Avg. Gallons	Amount Charged
(2)	2	$ 4.00
(6)	6	$ 30.00
(5)	3	$ 21.00
(12)		$ -
(10)		$ -
(15)		$ -
		$ -
Total:	11	$ 55.00

Gallons Used		WS Rate
0	+	$5.67

Wholesale Gallons	Amount Charged
40.0	$226.80

Billed Amount	$682.00
- Prior Yr Usage	$55.00
- Wholesale Amount	$226.80
Adjustment Credit	$400.20
- 10% Admin Fee	$40.02
Posted to account	$360.18

Authorized by: Approved by Mayor Massingill 6/23/25 VM

Calculation of Prior Year / 3 Year Average:

	August			
Year	2023	2022	2021	Last 3 year avg
Gallons Used	12	12	8	11

City of Rollingwood
Water Billing Adjustment

Date:	1/31/2025	**Billing Period:**	12/23/2024 - 01/23/2024
Customer:	MICHELLE VANWINKLE	**Total Gallons Billed:**	593
Address:	104 KRISTY DR	**3 Yr. Avg. for Billing Period:**	6

Gallons Used		Tiered Rate		Gallons Billed	Amount Charged
0	2,000	$2.00	2	2	$ 4.00
2,000	8,000	$5.00	6	6	$ 30.00
8,001	13,000	$7.00	5	5	$ 35.00
13,001	25,000	$10.00	12	12	$ 120.00
25,001	35,000	$15.00	10	10	$ 150.00
35,001	50,000	$21.00	15	15	$ 315.00
50,001	+	$28.00		543	$ 15,204.00
			Total:	593	$ 15,858.00

Gallons Used		Tiered Rate		Prior Year/ 3 Year Avg. Gallons	Amount Charged
0	2,000	$2.00	(2)	2	$ 4.00
2,000	8,000	$5.00	(6)	4	$ 20.00
8,001	13,000	$7.00	(5)		$ -
13,001	25,000	$10.00	(12)		$ -
25,001	35,000	$15.00	(10)		$ -
35,001	50,000	$21.00	(15)		$ -
50,001	+	$28.00			$ -
			Total:	6	$ 24.00

Gallons Used		WS Rate	Wholesale Gallons	Amount Charged
0	+	$5.67	587.0	$3,328.29

Billed Amount	$15,858.00
- Prior Yr Usage	$24.00
- Wholesale Amount	$3,328.29
Adjustment Credit	$12,505.71
- 10% Admin Fee	$1,250.57
Posted to account	$11,255.14

Authorized by: approved by Mayor Massingill 6/23/25

Calculation of Prior Year / 3 Year Average:

	JANUARY			
Year	2024	2023	2022	Last 2 year avg
Gallons Used	6	7	6	6

* Signed up for EyeOnWater on Nov. 5, 2024

City of Rollingwood
Water Billing Adjustment

Date:	6/23/2025	**Billing Period:**	9/23/2024 -10/23/2024
Customer:	Michelle Van Winkle	**Total Gallons Billed:**	45
Address:	104 Kristi Drive	**3 Yr. Avg. for Billing Period:**	10

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Gallons Billed	Amount Charged
2	2	$ 4.00
6	6	$ 30.00
5	5	$ 35.00
12	12	$ 120.00
10	10	$ 150.00
15	10	$ 210.00
		$ -
Total:	45	$ 549.00

Gallons Used		Tiered Rate
0	2,000	$2.00
2,000	8,000	$5.00
8,001	13,000	$7.00
13,001	25,000	$10.00
25,001	35,000	$15.00
35,001	50,000	$21.00
50,001	+	$28.00

	Prior Year/ 3 Year Avg. Gallons	Amount Charged
(2)	2	$ 4.00
(6)	6	$ 30.00
(5)	2	$ 14.00
(12)		$ -
(10)		$ -
(15)		$ -
		$ -
Total:	10	$ 48.00

Gallons Used		WS Rate
0	+	$5.67

Wholesale Gallons	Amount Charged
35.0	$198.45

Billed Amount	$549.00
- Prior Yr Usage	$48.00
- Wholesale Amount	$198.45
Adjustment Credit	$302.55
- 10% Admin Fee	$30.26
Posted to account	$272.30

Authorized by: Approved by Mayor Massingill

Calculation of Prior Year / 3 Year Average:

	October			
Year	2023	2022	2021	**Last 3 year avg**
Gallons Used	14	11	4	10

1/15/25
I sent an email
still constant us
VAW

ROLLINGWOOD
TEXAS

Leak Adjustment Request Form

Name on Account: Andrew Van Winkle

Service Address: 104 Kristi Dr Rollingwood, TX 78746

Account Number: [redacted]

Phone Number: [redacted]

Email Address: avw@braidx.com

Leak Description:
On October 11, 2024 we identified and fixed a broken pipe in our irrigation system.
Based upon consumption history (on https://rollingwoodtx.municipalonline payments.com)
I think the pipe broke in June 2024. I think this is when the pipe broke because June is when the report shows
our consumption more than doubled compared to the previous year.

daily watering ↓ ↓ X evening watering

Contested Month(s) of Consumption: 2024, June, July, August, September, October

25 87 51 38 45

Date of Repair: October 11

Explanation of Repair: broken pipe in irrigation system

✔ **Proof of Repair Attached**

An adjustment will not be considered if proof is not provided. Adjustment requests made without proof will have to be made to the Utility Commission.

INVOICE

AquaLED, LLC.
LI#0022379, TX

martin@aqualedllc.com
+1 (512) 921-5913

AquaLED, LLC.
Irrigation & Landscape Lighting for Texas

Bill to
Andrew Van Winkle
104 Kristy Dr
Austin, TX 78746

Ship to
Andrew Van Winkle
104 Kristy Dr
Austin, TX 78746

Invoice details
Invoice no.: 1802
Terms: Due on receipt
Invoice date: 10/17/2024
Due date: 10/25/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/11/2024	**Services**	-Irrigation Service Call Check system to make sure all irrigation is working properly and diagnose any problems in system.	1	$0.00	$0.00
2.	10/11/2024	**Services**	-Repairs Added 1 head with an MP nozzle to back right of the property on zone 4. Trenched 20' for new head Repaired 2 breaks in 1" pipe. Main line Repaired broken drip in back rock beds Added 1 head with an MP nozzle to front yard zone 3 Added 6 emitters to new plants Includes Labor and Material	1	$795.00	$795.00

Venmo: @martin-torres-49
Zelle: martin@aqualedllc.com

Subtotal	$795.00
Sales tax	$65.59
Total	**$860.59**

Magic Matt's Home Solutions

Matthew Bond
6708 Piedras Blanco Dr
Austin, TX
78747
512-534-7578
matthewbond117@gmail.com

INVOICE- 104 KRISTY D

INV0373

DATE
Jan 20, 2025

DUE
On Receipt

BALANCE DUE
USD $225.00

BILL TO

Andrew VanWinkle

512-584-6441
avw@braidx.com

DESCRIPTION	RATE	QTY	AMOUNT
Labor	$100.00	2	$200.00
Materials	$25.00	1	$25.00

TOTAL	$225.00
BALANCE DUE	USD $225.00

Payment Info

PAYPAL
matthewbond117@gmail.com

PAYMENT INSTRUCTIONS
Venmo: Matt-Bond-5 (validation code/last 4 of cell #: 1531)

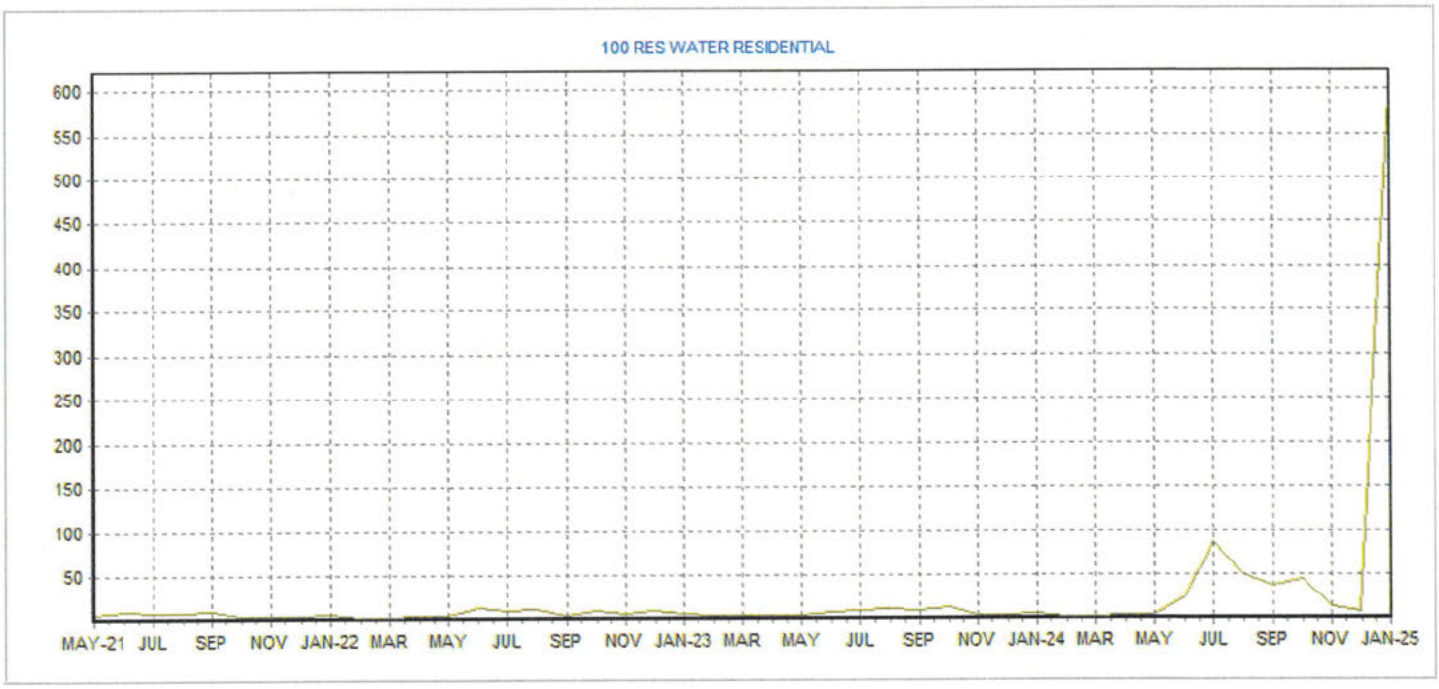
Zelle: 512-534-7578

Services Performed: Repaired damaged water main. Procured 1" PVC pipe and applicable fittings. Installed fittings accordingly and ensured proper function.

Consumption History

Acc[redacted] Service Address 104 KRISTY DR

Name MICHELLE VANWINKLE



YEAR	MONTH	READ DATE	PREVIOUS READ	CURRENT READ	TOTAL CONSUMPTION	DEMAND READ	DEMAND CONSUMPTION	READING FLAG	READING SOURCE	OCCUPANT
2025	Jan	1/23/25	244	837	593			Regular	Hand Held	00
2024	Dec	12/23/24	235	244	9			Regular	Hand Held	00
	Nov	11/23/24	221	235	14			Regular	Hand Held	00
	Oct	10/23/24	176	221	45			Regular	Hand Held	00
	Sep	9/23/24	138	176	38			Regular	Hand Held	00
	Aug	8/23/24	87	138	51			Regular	Hand Held	00
	Jul	7/23/24	0	87	87			Regular	Hand Held	00
	Jun	6/23/24	0	0	25			Regular	Manual Read	00
	May	5/23/24	1565	1570	5			Regular	Meter Reading Input	00
	Apr	4/23/24	1560	1565	5			Regular	Meter Reading Input	00
	Mar	3/23/24	1557	1560	3			Regular	Meter Reading Input	00
	Feb	2/23/24	1555	1557	2			Regular	Meter Reading Input	00
	Jan	1/23/24	1549	1555	6			Regular	Meter Reading Input	00
2023	Dec	12/23/23	1544	1549	5			Regular	Meter Reading Input	00
	Nov	11/23/23	1540	1544	4			Regular	Manual Read	00
	Oct	10/23/23	1526	1540	14			Regular	Meter Reading Input	00
	Sep	9/23/23	1515	1526	11			Regular	Meter Reading Input	00
	Aug	8/23/23	1503	1515	12			Regular	Meter Reading Input	00
	Jul	7/23/23	1493	1503	10			Regular	Meter Reading Input	00
	Jun	6/23/23	1484	1493	9			Regular	Meter Reading Input	00
	May	5/23/23	1479	1484	5			Regular	Meter Reading Input	00
	Apr	4/23/23	1475	1479	4			Regular	Meter Reading Input	00
	Mar	3/23/23	1470	1475	5			Regular	Meter Reading Input	00
	Feb	2/23/23	1466	1470	4			Regular	Meter Reading Input	00
	Jan	1/23/23	1459	1466	7			Regular	Meter Reading Input	00
2022	Dec	12/23/22	1448	1459	11			Regular	Meter Reading Input	00
	Nov	11/23/22	1442	1448	6			Regular	Meter Reading Input	00
	Oct	10/23/22	1431	1442	11			Regular	Meter Reading Input	00
	Sep	9/23/22	1427	1431	4			Regular	Meter Reading Input	00
	Aug	8/23/22	1415	1427	12			Regular	Meter Reading Input	00
	Jul	7/23/22	1405	1415	10			Regular	Meter Reading Input	00

YEAR	MONTH	READ DATE	PREVIOUS READ	CURRENT READ	TOTAL CONSUMPTION	DEMAND READ	DEMAND CONSUMPTION	READING FLAG	READING SOURCE	OCCUPANT
	Jun	6/23/22	1392	1405	13			Regular	Meter Reading Input	00
	May	5/23/22	1388	1392	4			Regular	Meter Reading Input	00
	Apr	4/23/22	1383	1388	5			Regular	Meter Reading Input	00
	Mar	3/23/22	1380	1383	3			Regular	Manual Read	00
	Feb	2/23/22	1378	1380	2			Regular	Manual Read	00
	Jan	1/23/22	1372	1378	6			Regular	Manual Read	00
2021	Dec	12/23/21	1368	1372	4			Regular	Manual Read	00
	Nov	11/23/21	1363	1368	5			Regular	Manual Read	00
	Oct	10/23/21	1359	1363	4			Regular	Manual Read	00
	Sep	9/23/21	1349	1359	10			Regular	Manual Read	00
	Aug	8/23/21	1341	1349	8			Regular	Manual Read	00
	Jul	7/23/21	1332	1341	9			Regular	Manual Read	00
	Jun	6/23/21	1321	1332	11			Regular	Manual Read	00
	May	5/23/21	1315	1321	6			Regular	Manual Read	00

Consumption History

YEAR	MONTH	READ DATE	PREVIOUS READ	CURRENT READ	TOTAL CONSUMPTION	DEMAND READ	DEMAND CONSUMPTION	READING FLAG	READING SOURCE	OCCUPANT
	Apr	4/23/22	1383	1388	5			Regular	Meter Reading Input	00
	Mar	3/23/22	1380	1383	3			Regular	Manual Read	00
	Feb	2/23/22	1378	1380	2			Regular	Manual Read	00
	Jan	1/23/22	1372	1378	6			Regular	Manual Read	00
2021	Dec	12/23/21	1368	1372	4			Regular	Manual Read	00
	Nov	11/23/21	1363	1368	5			Regular	Manual Read	00
	Oct	10/23/21	1359	1363	4			Regular	Manual Read	00
	Sep	9/23/21	1349	1359	10			Regular	Manual Read	00
	Aug	8/23/21	1341	1349	8			Regular	Manual Read	00
	Jul	7/23/21	1332	1341	9			Regular	Manual Read	00
	Jun	6/23/21	1321	1332	11			Regular	Manual Read	00
	May	5/23/21	1315	1321	6			Regular	Manual Read	00

Andrew & Michelle Van Winkle
104 Kristy Dr. Rollingwood, TX, 78746
[redacted] | andrew@braidx.com

Rollingwood City Council

February 19, 2025

Dear Council Members.

On Feb 6, we submitted a Water Leak Adjustment Request to Veronica Hernandez for > $16,000. Because of the dollar amount, our request might require support of City Council. Therefore, this letter presents the merits of our request.

In November and December 2024, City of Rollingwood's utility contractors ran new water line through our street and into our yard up to our meter. Our main water line exits the meter and runs through that segment of yard trenched by RW contractors. As identified by Johnny Coronado on 01/20/2025, our line was gauged by some tool in the section of yard that was trenched by RW's contractors. The pink flag in the included photos show the location where our pipe was damaged. Notably, that pink flag is within the path trenched by RW's contractors.

We (Van Winkles) and our neighbors (Harringtons) who share that water meter box certify that we did not nor did any contractor of ours dig or otherwise work at that location in December when our line was damaged.

We contend that RW's contractor damaged the line and caused the leak. Therefore, we requested full relief of excess water fees (~ $16k), plus $225 we paid to repair the line, plus adjustment for winter averaging.

Request: Please ...

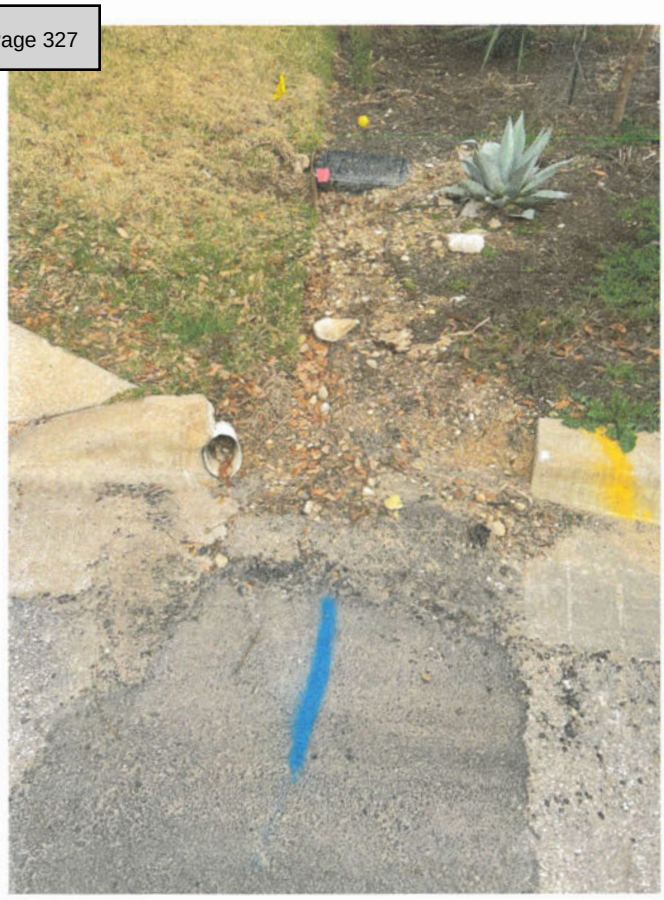
- Visit with Johnny Coronado to validate the location and nature of the damaged pipe.
- Evaluate this information and support our request for full relief and reimbursement.
- Advise us on how we can best advocate for ourselves on this issue.

Attachments

- 3 photographs.
- Water Leak Adjustment Request submitted via email on February 6, 2025.
    - Supporting details in the body of the email to Veronica Hernandez on Feb 6, 2025.

Sincerely,

Andrew & Michelle Van Winkle







SERVICE ORDER

JOB DATE: 1/17/2025 8:45 AM
JOB CODE: LEAK -LEAK
GROUP: CS
STAFF: IZZY

SERVICE ORDER #: 002669
JOB ACTION: METER INFO
ISSUED BY: aaahw.vherna
REQUESTED BY: VANWINKLE, MICHELLE

LOCATION: 104 KRISTY DR

ACCT NO#: [redacted] VANWINKLE, MICHELLE

completed 1/22/25 VA

SERVICE	ACTION	NEW STATE	CURRENT METER #	LAST READ	READING	NEW METER #	SET READING
WATER	INFO	N/A	241065569	244	836		
SERIAL #:			METER LOCATION:				

ORDER NOTES: HIGH WATER USAGE. PLEASE CONFIRM ON HIGH CONSTANT WATER USAGE. I HAVE TRIED COMMUNICATING WITH THE RESDIENT AND THEY ARE NOT RESPONDING. NOT SURE IF THEY ARE OUT OF TOWN.

COMPLETION NOTES: I was able to locate the water leak, and notified the resident since the break was on the customer side.
I left the curbstop off at the resident's request.

SUPERVISOR NOTES:

DISPATCHED TO: Johnny DATE: 01/20/25 TIME: 1:34 pm

COMPLETION DATE: 01/20/25

WORKED BY: Johnny

APPROVED BY:

SERVICE ORDER

JOB DATE: 1/17/2025 9:14 AM
JOB CODE: LEAK -LEAK
GROUP: CS
STAFF: IZZY

SERVICE ORDER #: 002669
JOB ACTION: METER INFO
ISSUED BY: aaahw.vherna
REQUESTED BY: VANWINKLE, MICHELLE

LOCATION: 104 KRISTY DR

ACCT NO#: [redacted] VANWINKLE, MICHELLE

SERVICE	ACTION	NEW STATE	CURRENT METER #	LAST READ	READING	NEW METER #	SET READING
WATER	INFO	N/A	241065569	837			

SERIAL #: METER LOCATION:

ORDER NOTES: HIGH WATER USAGE. PLEASE CONFIRM ON HIGH CONSTANT WATER USAGE. I HAVE TRIED COMMUNICATING WITH THE RESDIENT AND THEY ARE NOT RESPONDING. NOT SURE IF THEY ARE OUT OF TOWN.

COMPLETION NOTES: JOHNNY 01.20.25 1:34 READ 836

I WAS ABLE TO LOCATE THE WATER LEAKAND NOTICED THE RESIDENT SINCE THE BREAK WAS ON THE CUSTOMER SIDE. I LEFT THE CURBSTOP OFF AT THE RESIDENTS REQUEST.

SUPERVISOR NOTES: Per Johnny
both meters under water -
water line was punctured with a sign.

DISPATCHED TO: _____ DATE: _____ TIME: _____

COMPLETION DATE: _____

WORKED BY: _____

APPROVED BY: _____

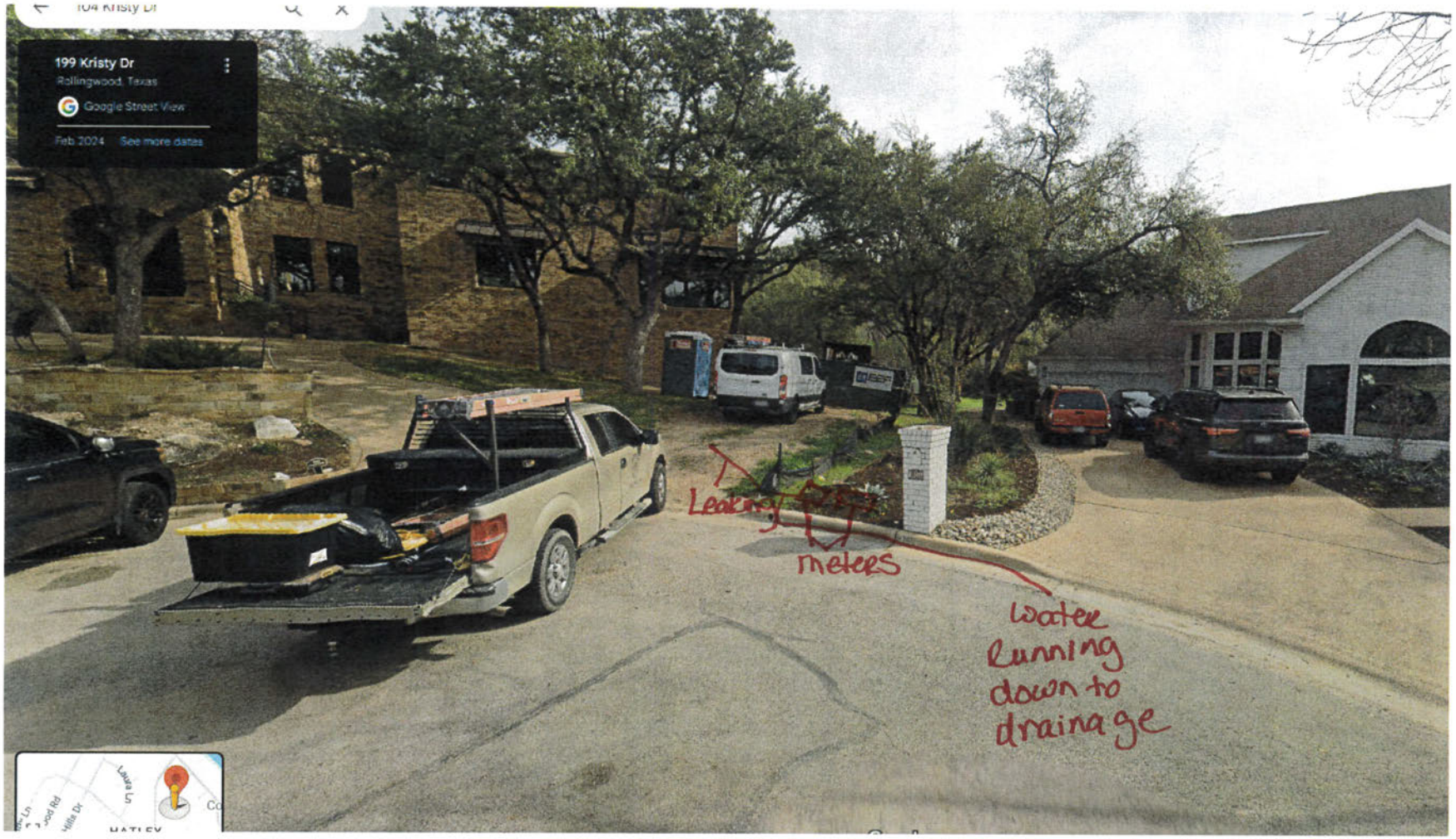


5

6



Sent from my iPhone



Per Johnny: there was a lot of water running



3

A



Veronica Hernandez

From: Veronica Hernandez
Sent: Wednesday, February 19, 2025 11:19 AM
To: Veronica Hernandez
Subject: 104 Kristi

1





Makayla Rodriguez

From: Ryan Gaddy <ryan@ao-tx.com>
Sent: Wednesday, February 19, 2025 5:12 PM
To: Makayla Rodriguez; Ismael Parra
Subject: Rollingwood - Kristy Work

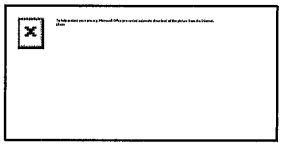
Hello,

Kristy construction schedule was as follows:

Water Install Pipe: 9/23-24 to 10/4/25 (Hydro Test)

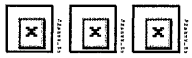
Tie-In : 11/19/24

Black Base : 11/26/24 – 11/27/24



Ryan Gaddy
Project Manager, AO Services

512-592-8047 | ao-tx.com | ryan@ao-tx.com
25565 Ronald Reagan Blvd. Georgetown,TX 78633



ACCOUNT NUMBER	CURRENT SERVICE PERIOD	BILLING DATE
[redacted]	5/23/2024 - 6/23/2024	7/09/2024

LAST PAYMENT	DATE/AMOUNT	SERVICE ADDRESS
0/00/0000	0.00	104 KRISTY DR

ROLLINGWOOD TEXAS

METER #	CURRENT	PREVIOUS	USAGE	SERVICE DESCRIPTION	AMOUNT
[redacted]	1595	1570	6/22 0		
	0	0	25	WATER RESIDENTIAL	189.00
				SEWER RESIDENTIAL	31.24
				WTR BAS 1 "	30.00
				SEWER RES BASE	13.07

RESIDENTIAL: IT'S WINTER AVERAGING TIME AGAIN!
FOR MORE INFO: https://bit.ly/49AKnY1

MICHELLE VANWINKLE
104 KRISTY DR
ROLLINGWOOD TX 78746

DUE DATE: 7/23/2024

TOTAL DUE: 133.32
AMOUNT DUE AFTER 07/26/2024 139.98

ROLLINGWOOD TEXAS

City of Rollingwood
403 Nixon Drive
Rollingwood TX 78746

SERVICE ADDRESS:
104 KRISTY DR

ACCOUNT NUMBER: [redacted]

MICHELLE VANWINKLE
104 KRISTY DR
ROLLINGWOOD TX 78746

DUE DATE: 7/23/2024

TOTAL DUE: 133.32
AMOUNT DUE AFTER 07/26/2024 139.98

UMBER	CURRENT SERVICE PERIOD	BILLING DATE
[redacted]	6/23/2024 - 7/23/2024	8/07/2024

LAST PAYMENT	DATE/AMOUNT	SERVICE ADDRESS
0/00/0000	0.00	104 KRISTY DR

ROLLINGWOOD TEXAS

METER #	CURRENT	PREVIOUS	USAGE	SERVICE DESCRIPTION	AMOUNT
[redacted]	87	0	87	WATER RESIDENTIAL	1,690.00
				SEWER RESIDENTIAL	31.24
				WTR BAS 1 "	30.00
				SEWER RES BASE	13.07
	PAST DUE AMOUNT:				139.98
				PROJECTED PENALTY	6.66

RESIDENTIAL: IT'S WINTER AVERAGING TIME AGAIN!
FOR MORE INFO: https://bit.ly/49AKnY1

MICHELLE VANWINKLE
104 KRISTY DR
ROLLINGWOOD TX 78746

DUE DATE: 8/23/2024

TOTAL DUE: 1,904.29
AMOUNT DUE AFTER
08/28/2024 1,992.51

ROLLINGWOOD TEXAS

City of Rollingwood
403 Nixon Drive
Rollingwood TX 78746

SERVICE ADDRESS:
104 KRISTY DR

ACCOUNT NUMBER: [redacted]

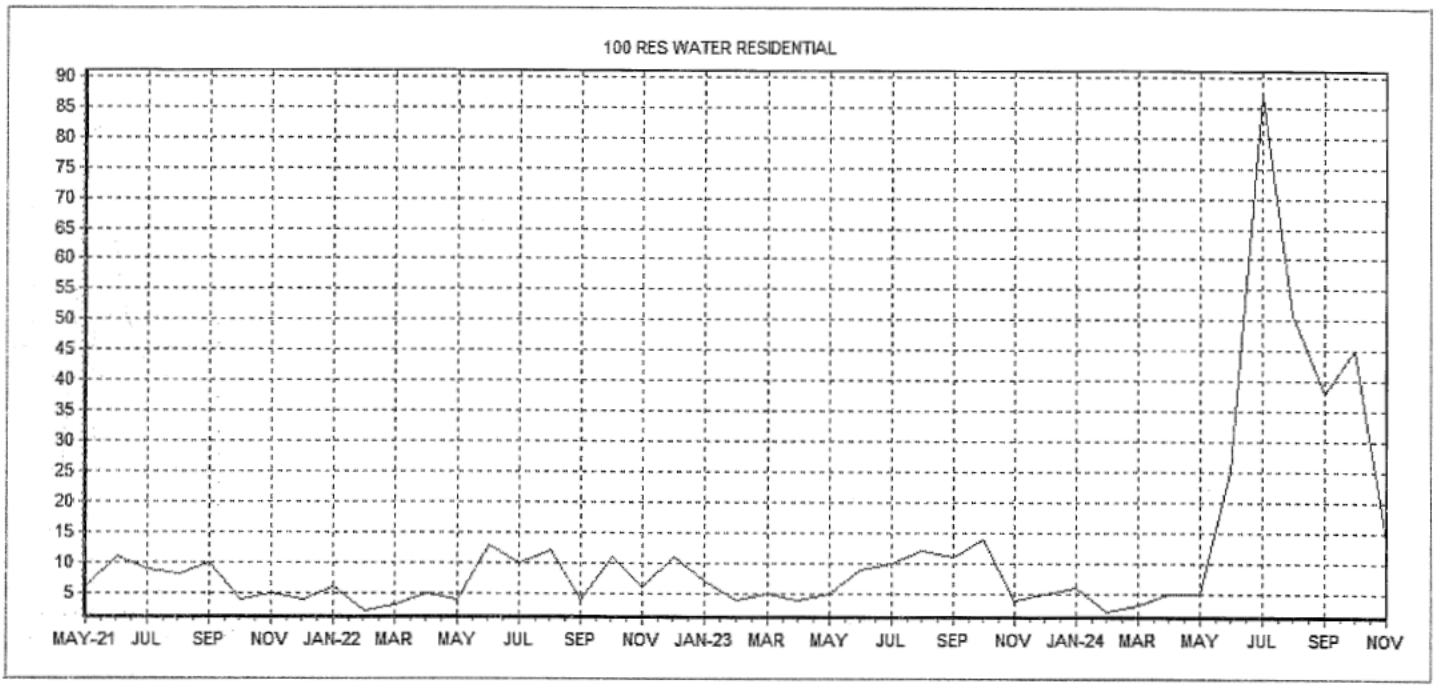
MICHELLE VANWINKLE
104 KRISTY DR
ROLLINGWOOD TX 78746

DUE DATE: 8/23/2024

TOTAL DUE: 1,904.29
AMOUNT DUE AFTER
08/28/2024 1,992.51

Ac [redacted] Service Address 104 KRISTY DR

Name MICHELLE VANWINKLE



YEAR	MONTH	READ DATE	PREVIOUS READ	CURRENT READ	TOTAL CONSUMPTION	DEMAND READ	DEMAND CONSUMPTION	READING FLAG	READING SOURCE	OCCUPANT
2024	Nov	11/23/24	221	235	14			Regular	Hand Held	00
	Oct	10/23/24	176	221	45			Regular	Hand Held	00
	Sep	9/23/24	138	176	38			Regular	Hand Held	00
	Aug	8/23/24	87	138	51			Regular	Hand Held	00
	Jul	7/23/24	0	87	87			Regular	Hand Held	00
	Jun	6/23/24	0	0	25			Regular	Manual Read	00
	May	5/23/24	1565	1570	5			Regular	Meter Reading Input	00
	Apr	4/23/24	1560	1565	5			Regular	Meter Reading Input	00
	Mar	3/23/24	1557	1560	3			Regular	Meter Reading Input	00
	Feb	2/23/24	1555	1557	2			Regular	Meter Reading Input	00
	Jan	1/23/24	1549	1555	6			Regular	Meter Reading Input	00
2023	Dec	12/23/23	1544	1549	5			Regular	Meter Reading Input	00
	Nov	11/23/23	1540	1544	4			Regular	Manual Read	00
	Oct	10/23/23	1526	1540	14			Regular	Meter Reading Input	00
	Sep	9/23/23	1515	1526	11			Regular	Meter Reading Input	00
	Aug	8/23/23	1503	1515	12			Regular	Meter Reading Input	00
	Jul	7/23/23	1493	1503	10			Regular	Meter Reading Input	00
	Jun	6/23/23	1484	1493	9			Regular	Meter Reading Input	00
	May	5/23/23	1479	1484	5			Regular	Meter Reading Input	00
	Apr	4/23/23	1475	1479	4			Regular	Meter Reading Input	00
	Mar	3/23/23	1470	1475	5			Regular	Meter Reading Input	00
	Feb	2/23/23	1466	1470	4			Regular	Meter Reading Input	00
	Jan	1/23/23	1459	1466	7			Regular	Meter Reading Input	00
2022	Dec	12/23/22	1448	1459	11			Regular	Meter Reading Input	00
	Nov	11/23/22	1442	1448	6			Regular	Meter Reading Input	00
	Oct	10/23/22	1431	1442	11			Regular	Meter Reading Input	00
	Sep	9/23/22	1427	1431	4			Regular	Meter Reading Input	00
	Aug	8/23/22	1415	1427	12			Regular	Meter Reading Input	00
	Jul	7/23/22	1405	1415	10			Regular	Meter Reading Input	00
	Jun	6/23/22	1392	1405	13			Regular	Meter Reading Input	00
	May	5/23/22	1388	1392	4			Regular	Meter Reading Input	00

Veronica Hernandez

From: Andrew Van Winkle <avw@braidx.com>
Sent: Monday, January 20, 2025 10:17 AM
To: Veronica Hernandez
Subject: Re: Water leak adjustment request, 104 Kristi Drive Rollingwood, TX
Attachments: Irrigation work Invoice aqualed martin torres Andrew Van Winkle 10.11.24.pdf; rollingwood water leak_adjustment_request_form_f_4.13.23.pdf; 104 kristi dr (van winkle) usage report fr municipalonlinepayments.pdf

(2)

Hi, Veronica.

1.) water leak adjustment report.
I think you might have sent that email to the wrong person. You sent usage reports you sent for dates in December 2024 and January 2025. My adjustment request was for a leak that was repaired in October 2024. Therefore, usage reports of days in December and January are not relevant to my request. For easy reference, I attached the following to this email.
- water leak adjustment request form (nothing new here. This is the same form I sent on Dec 9, 2024.)
- invoice showing leak repair (again ... nothing new here. This is the same form I sent on Dec 9, 2024.)
- usage report from rollingwoodtx.municipalpaymentsonline.com

2.) EyeOneWater
eyeonewater shows that we are using ~ 1,100+ gallons of water every hour of every day. that is not correct. I need help addressing this.

Cheers,
Andrew Van Winkle
Founder
Braidco
www.braidco.net

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From: Veronica Hernandez <vhernandez@rollingwoodtx.gov>
Date: Wednesday, January 15, 2025 at 10:48
To: Andrew Van Winkle <avw@braidx.com>
Subject: RE: Water leak adjustment request, 104 Kristi Drive Rollingwood, TX

(1)

Hello Mr. Van Winkle,

I hope this message finds you well.

I am reviewing the leak adjustment you submitted. I checked EyeOnWater, and it still indicates constant water usage. I have attached the charts from EyeOnWater for your reference. I noticed you are registered for EyeOnWater, and you can view your constant water usage.
Currently, we are not able to approve the leak adjustment.

I would like to add that the Council and Utility Commission is considering changing the adjustment period from three months to one month, as residents can now detect leaks sooner through EyeOnWater.

Thank you for your attention to this matter.

Best regards,

Veronica Hernandez
Utility Billing Manager
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov

With gratitude,
Veronica Hernandez
Utility Billing Manager
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov

From: Andrew Van Winkle <avw@braidx.com>
Sent: Monday, December 9, 2024 12:15 PM
To: Veronica Hernandez <vhernandez@rollingwoodtx.gov>
Cc: Michelle Van Winkle <mvw@braidx.com>
Subject: Water leak adjustment request, 104 Kristi Drive Rollingwood, TX

Hi, Veronica. Thanks for your help via phone. Attached, please find the adjustment request form and the repair bill.

Please let me know if I have submitted all materials you need to assess the request. And, if possible, please let me know when to expect responses to the request.

Cheers,
Andrew Van Winkle
Founder
Braidco
www.braidco.net

Braidway Prime delivers richer data, more powerful AI, and greater AI safety than is possible by other means.

Veronica Hernandez Last (3)

From: Veronica Hernandez
Sent: Tuesday, January 28, 2025 4:00 PM
To: avw@braidx.com
Subject: 104 KRISTY DR / Leak Adjustment Average Request form
Attachments: Leak Adjustment Avg Request Form (F).pdf

Importance: High

Hello, Mr. Vanwiinkle,

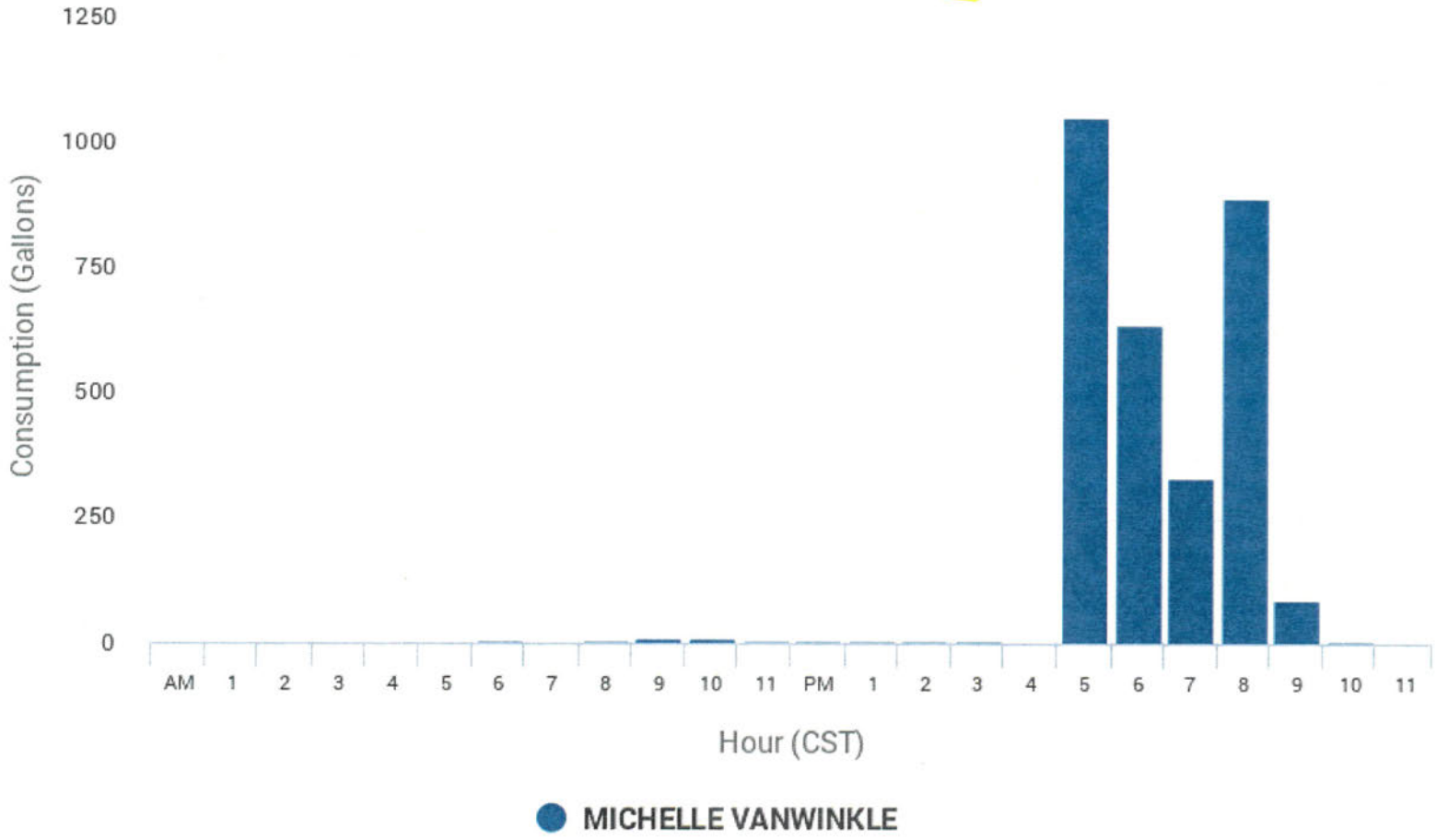
I have attached a copy of the leak adjustment average request form for your review. It appears that the leak has been successfully repaired. Please submit the completed form along with any invoices, receipts, or work orders related to the leak repair.

Thank you for your attention to this matter.

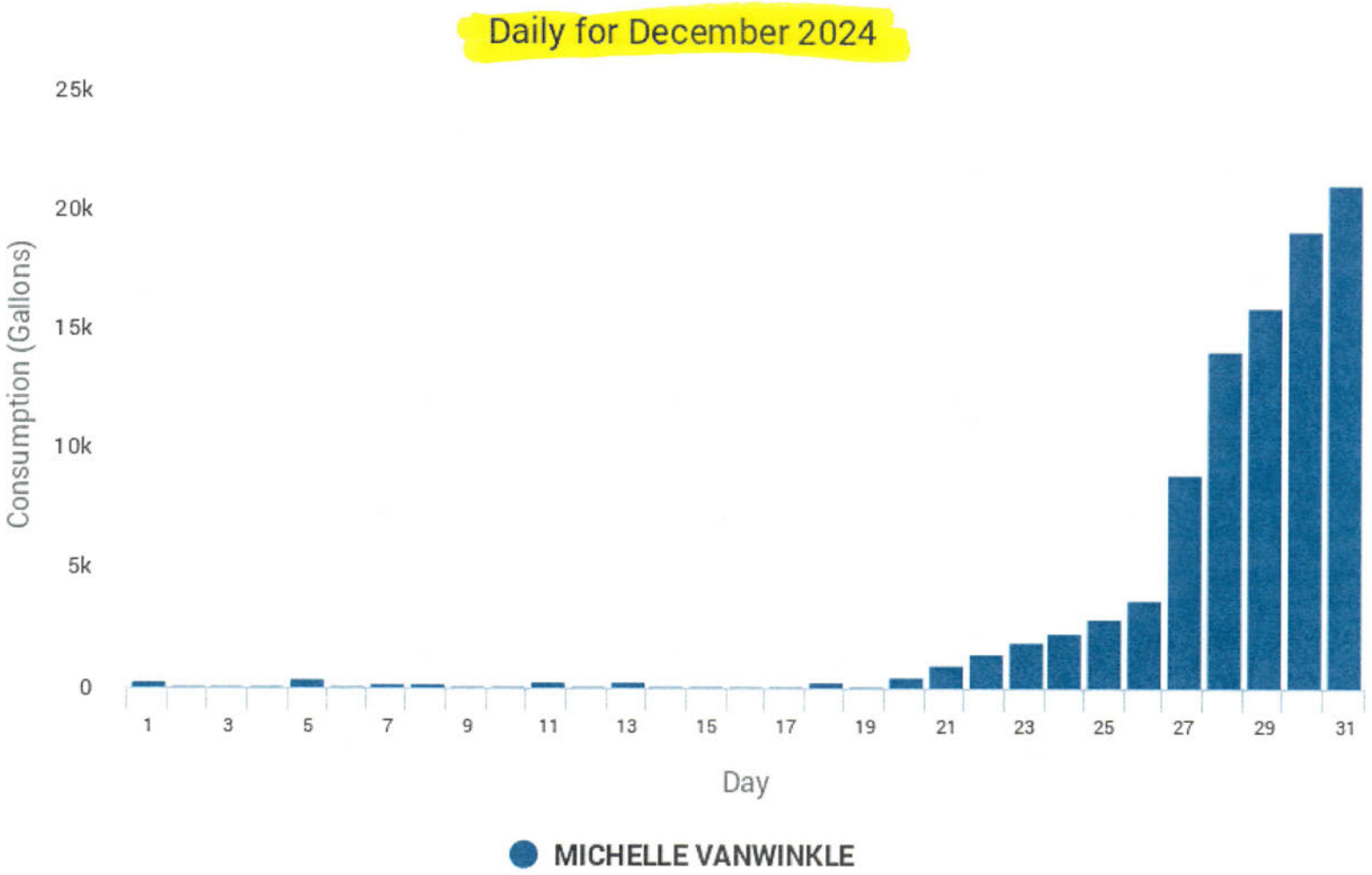
With gratitude,
Veronica Hernandez
Utility Billing Manager
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov

3,076 Gallons

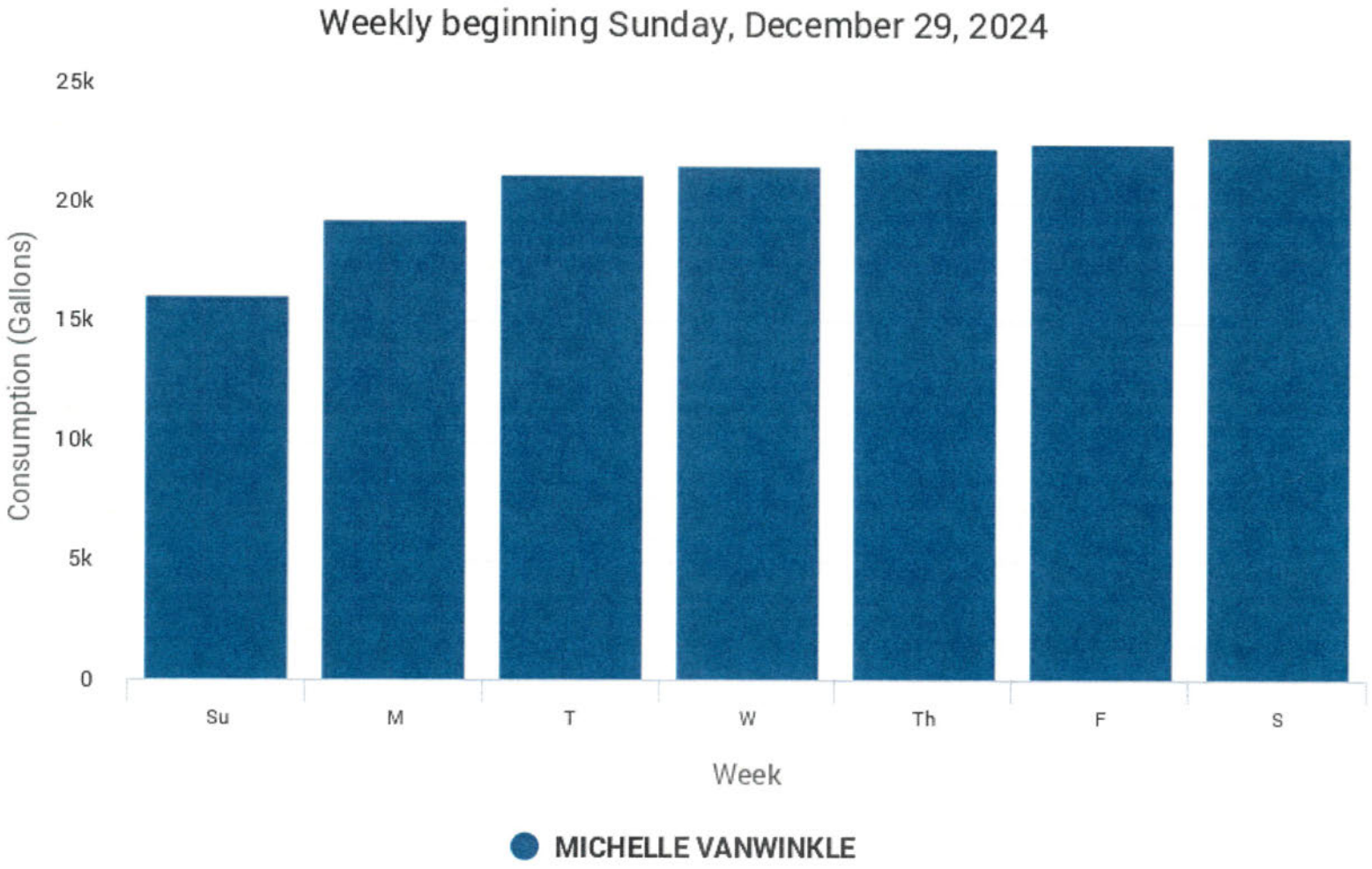
Sunday, November 10, 2024



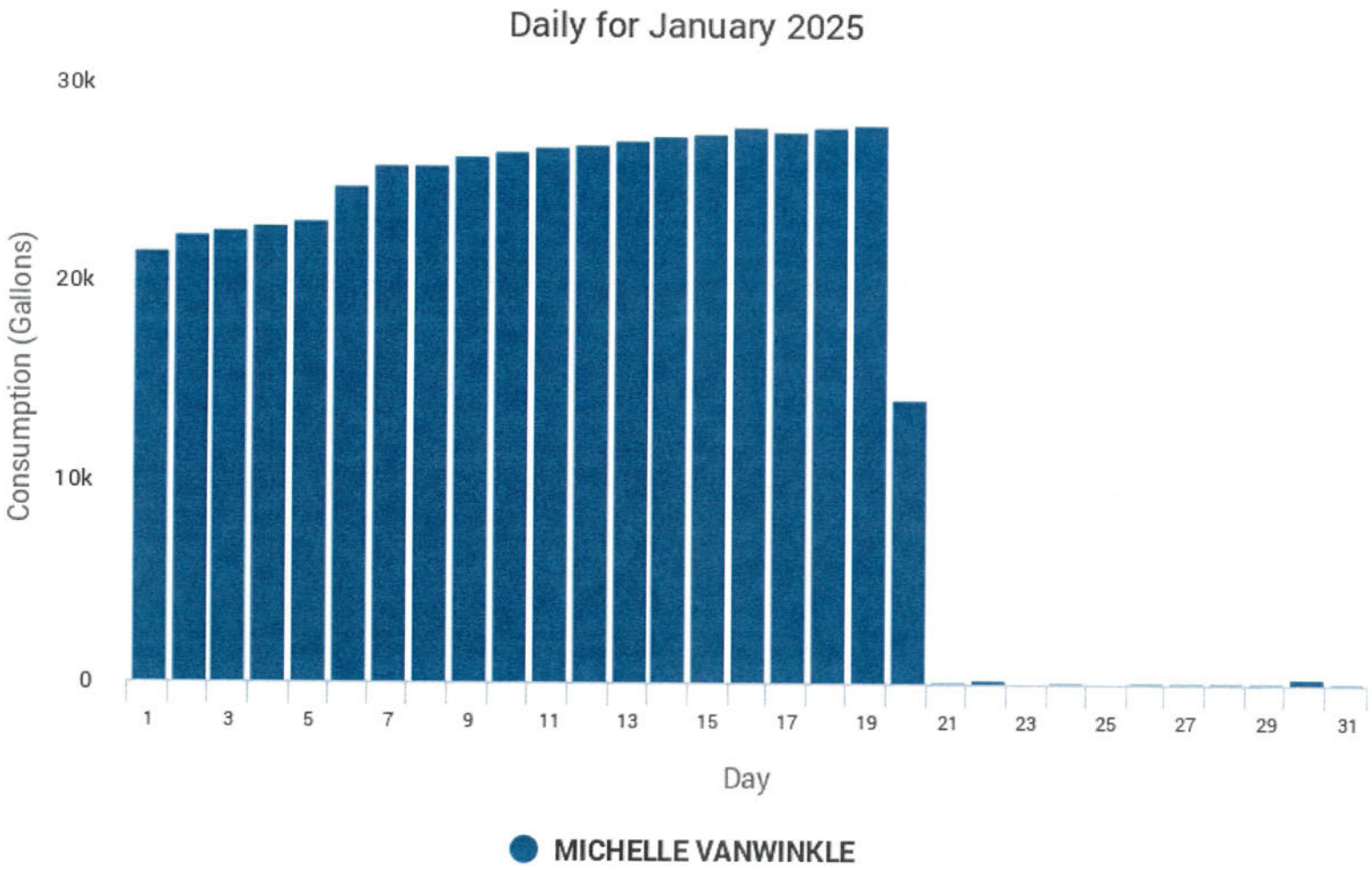
96,636 Gallons



145,815 Gallons



505,252 Gallons



Veronica Hernandez

From: Andrew Van Winkle <avw@braidx.com>
Sent: Thursday, February 6, 2025 6:01 PM
To: Veronica Hernandez
Cc: Michelle Van Winkle
Subject: FW: 104 KRISTY DR / Leak Adjustment Average Request form
Attachments: van winkle 20250206 RW Water Leak Adjustment Req.pdf; Matt Bond water main repair 20250120 INV0373.pdf

Hi, Veronica.

Thanks for your help with this. Leak Adjustment Form and repair invoice are attached.

As I noted in the attached form, please use the body of this email for the details and merit of our request. As you will see, this detail does not fit into the form.

We contend that City of RW gauged our main water line immediately adjacent our water meter and that this caused a leak. We are requesting relief in water fees charged to us by City of RW and repair fees as follows.

Leak period: 32 days (12/20/2024 – 01/20/2025).
Leak dates determine by flow on eyeonwater.com.
My contractor fixed the leak on 01/20/2025. Repair Fees: $225.

Daily average use for the 30 days surrounding the leak dates = 136.7.
This is what I suggest we use as our estimated 'real water usage' per day for the 32 days ((12/20/2024 – 01/20/2025) if our line had not been gauged.

Estimated total "real water use' = 32 days x 136.7 per day = 4,374.4

Gallons billed during "Leak Period": 597,361.2

Gallon billed due to leak caused by City of RW = 592,986.80

Relief requested, please:

1. Water fees associated with 592,986.80 gallons billed during 'Leak Period'
   NOTE: I can't state this as USD bc I do not have a rate schedule to convert gallons to USD.
2. Repair fees: $225
3. Please update our account so that the correct values are used for 'winter averaging.'

Additional Comments
As identified by Johnny Coronado on Jan 20, 2025, a tool or similar object gauged our main water line immediately adjacent to our meter. I have the damaged pipe segment available for inspection.

City of RW (or its contractors) was working at the location of this leak on many days in October, November, and December, 2024. We contend that City RW (or its contractors) damaged our water line during that work. We expect that you can confirm that City RW (or its contractors) was performing work at this location of the leak on or about the date the leak started. Also, since you can see in the eye on water data that the leak flow gradually increased, please recognize that this implies that damage to the line might have preceded the exact date (12/20/2024) when water broke through the line.

We certify that we (including any contractor or other party associated with us) was not in the location of the damaged pipe at any time in November or December.

Cheers,
Andrew Van Winkle
Founder
Braidco
www.braidco.net

Braidway Prime delivers richer data, more powerful AI, and greater AI safety than is possible by other means.

From: Veronica Hernandez <vhernandez@rollingwoodtx.gov>
Date: Tuesday, January 28, 2025 at 15:59
To: Andrew Van Winkle <avw@braidx.com>
Subject: 104 KRISTY DR / Leak Adjustment Average Request form

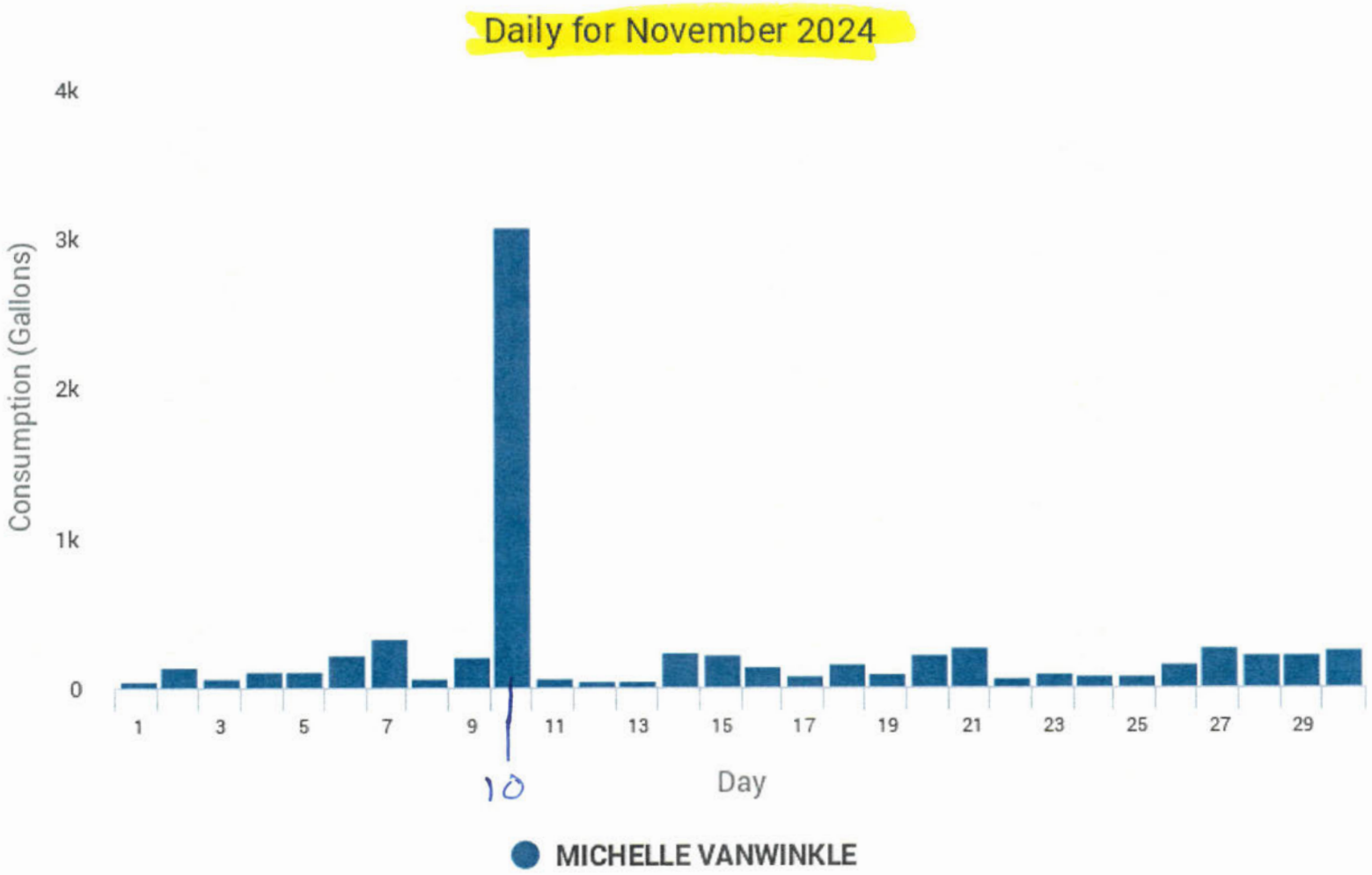
Hello, Mr. Vanwiinkle,

I have attached a copy of the leak adjustment average request form for your review. It appears that the leak has been successfully repaired. Please submit the completed form along with any invoices, receipts, or work orders related to the leak repair.

Thank you for your attention to this matter.

With gratitude,
Veronica Hernandez
Utility Billing Manager
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov

7,305 gallons





Bill Date: January 31, 2025 (for 12/23/2024 - 01/23/2025

Billed Amount	$15,932.31
Expected Bill	$115.31
Repair Cost	$225.00
Relief Originally Requested = (Billed Amount) - (Expected Bill) + (Repair cost)	$16,042.00
Relief Given on June 23, 2025	$11,255.14
Relief Requested Today	$4,786.86

From: Andrew Van Winkle <avw@braidx.com>
Date: Wednesday, October 8, 2025 at 19:15
To: Veronica Hernandez <vhernandez@rollingwoodtx.gov>
Cc: Michelle Van Winkle <mvw@braidx.com>
Subject: Re: Van Winkle, Water Bill. FW: Clarification on Appeals Process

Veronica,

It was nice to meet you at the Utility Commission meeting. Thanks for your continued work on our appeal.

I'd like to add the following to our appeal. Will you please confirm that you will add it to our appeal; or, advise me on other steps I need to take to add it to our appeal.

1. Attached are the materials I printed and handed to the Utility Commission Members at the meeting tonight.
    - Original Adjustment Request which was submitted February 6, 2025.
    - Photo showing the location of the leak relative to the water meter and the trench dug by RW's Utility Contractor to connect the new water line to our meter.
    - Water Bill dated January 31, 2025
    - My calculations dollar amounts related to our adjustment request.

2. As discussed at the Utility Commission meeting tonight …
The Utility Commission's information packet regarding our appeal includes a picture which clearly shows a smooth groove ground deep into the outer wall of our water line and shows a fracture through the full wall of the pipe that is connected to and perpendicular that smooth groove.

- Clearly, this groove was made by a circular cutting/grinding tool, and not by something like a sign, shovel, pick axe or other landscaping tool striking our water line.
- A groove ground deeply into the outer wall of a PVC pipe substantially weakens that pipe – making it highly susceptible to developing a fracture anytime thereafter. This is further corroborated by the fact that the volume of leak increased over time. Therefore, if the water utility contractors ground the groove into our pipe anytime (days or many weeks) before the leak began then it is reasonable to assign responsibility for the ensuring fracture connected to that groove to the utility contractor.

Cheers,
Andrew Van Winkle
Founder
Braidco
www.braidco.net

Better living through holistic, self-sovereign AI.

Page 354

13.

Outlook

Re: 104 Kristy Drive

From Johnny Coronado <jcoronado@rollingwoodtx.gov>
Date Wed 10/8/2025 8:22 AM
To Alun Thomas <athomas@rollingwoodtx.gov>
Cc Ismael Parra <iparra@rollingwoodtx.gov>; Veronica Hernandez <vhernandez@rollingwoodtx.gov>; Lindsay Saenz <lsaenz@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Alun,

Yes, I have photos from when I went out to inspect the leak. I took them on January 20, 2025, at 12:20 PM. The pictures show signs that the water line was struck by an object, possibly a metal stake, along the section that runs from the meter toward the house.

When I arrived, the meter box was completely submerged in water, and there was water flowing into the neighboring backyard and into the storm drain on the road, so there was definitely visible leakage.

Here's a summary of the data I collected for this location:

- Address: 104 Kristy Ln
- Constant water usage began: December 20, 2024, at approximately 10:15 AM
- Initial flow rate: 22 gallons per hour
- Flow increased daily, reaching 191 GPH on December 27
- Later that same day, usage spiked to 525 GPH
- By January 20, 2025, when I received the report, it had risen to 1,169 GPH

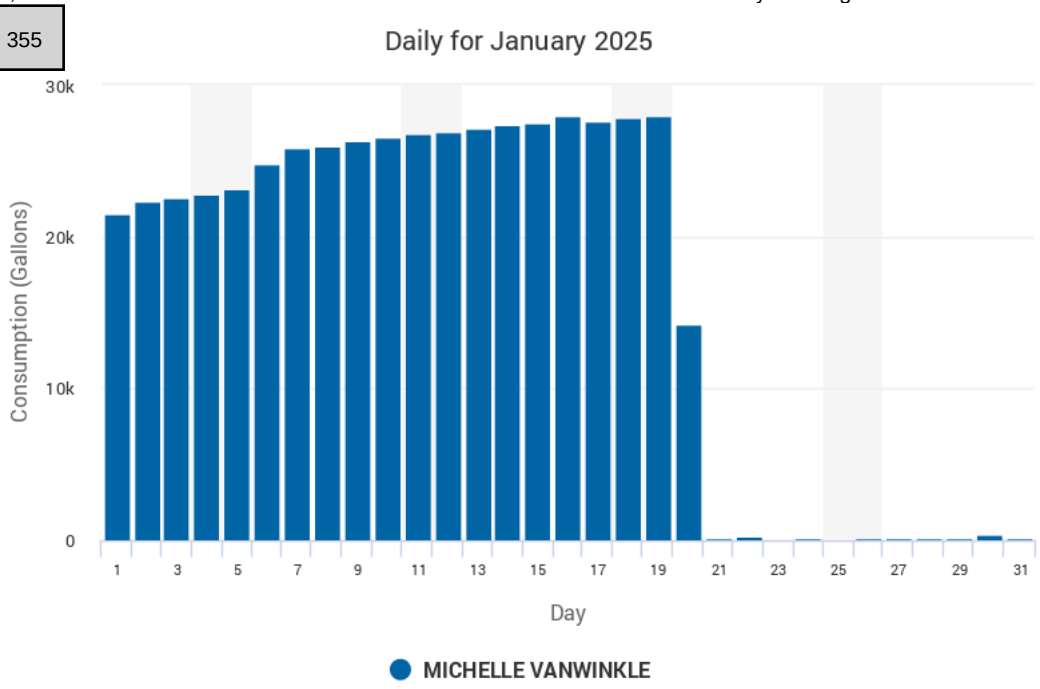
Based on the meter data, the leak had been active for about a month, from December 20, 2024, to January 20, 2025.

Photos are attached for reference.

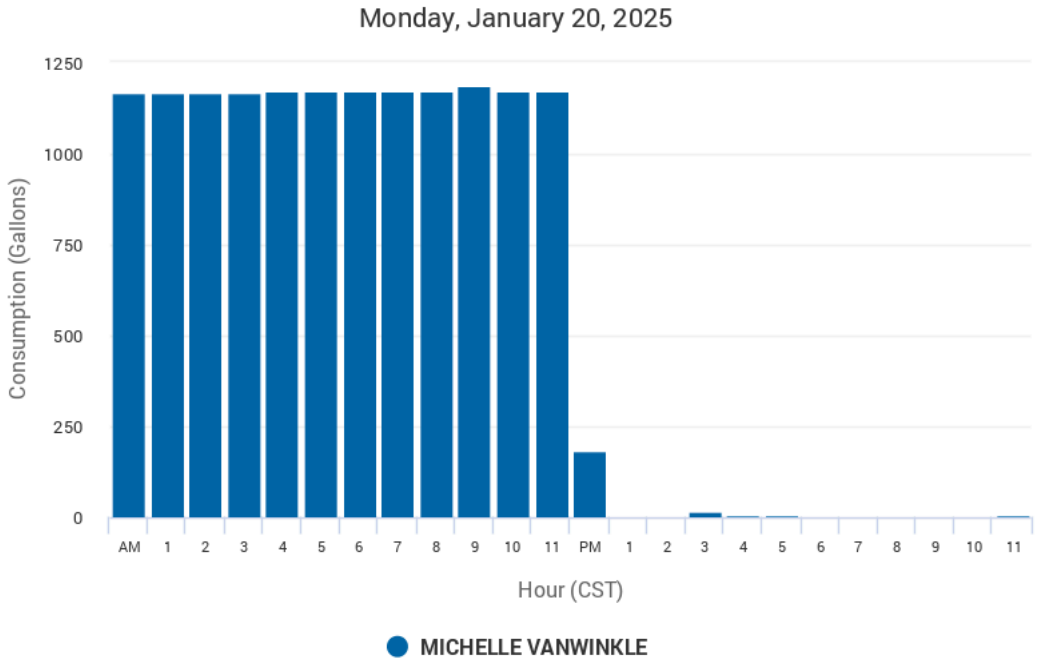
Daily usage (December 2024)



Daily usage (January 2025)



Monday (01/20/2025)



Friday (12/20/2024)

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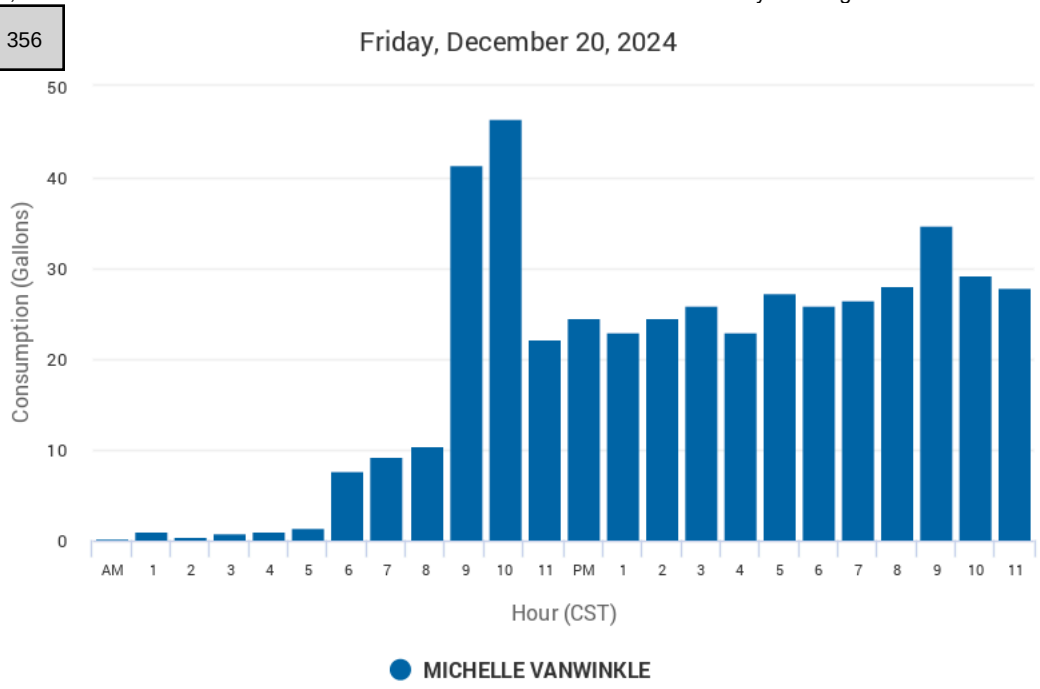
13.


Friday, December 20, 2024
Consumption (Gallons)
50
40
30
20
10
0
AM 1 2 3 4 5 6 7 8 9 10 11 PM 1 2 3 4 5 6 7 8 9 10 11
Hour (CST)
MICHELLE VANWINKLE

Page 357

13.



Page 358

13.



Page 359

13.



Page 360

13.



Page 361

13.



Page 362

13.



Page 363

13.



Best regards,
Johnny

Johnny Coronado
Public Works Operator
City of Rollingwood
(737) 268-6359
www.rollingwoodtx.gov

On Oct 7, 2025, at 6:05 PM, Alun Thomas <athomas@rollingwoodtx.gov> wrote:

Johnny,

Do you have any photos from when you went out to address the major water leak at this address? There's a question about whether there was visible leakage or water in the street, so if you don't have photos, do you remember if there was water in the street?

Thank you,
Alun

Alun Thomas
City Administrator
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov

<Outlook-A close up.png>

Outlook

Fw: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

From Alun Thomas <athomas@rollingwoodtx.gov>
Date Wed 10/8/2025 9:30 AM
To Veronica Hernandez <vhernandez@rollingwoodtx.gov>; Lindsay Saenz <lsaenz@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

All,

FYI.

-Alun

From: Ryan Gaddy <ryan@ao-tx.com>
Sent: Wednesday, October 8, 2025 9:29 AM
To: Alun Thomas <athomas@rollingwoodtx.gov>; Ismael Parra <iparra@rollingwoodtx.gov>
Subject: RE: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

Correct.

Thank you,

AO SERVICES

Ryan Gaddy
Project Manager, AO Services

512-592-8047 | ao-tx.com | ryan@ao-tx.com

25565 Ronald Reagan Blvd. Georgetown,TX 78633

From: Alun Thomas <athomas@rollingwoodtx.gov>
Sent: Wednesday, October 8, 2025 9:22 AM
To: Ryan Gaddy <ryan@ao-tx.com>; Ismael Parra <iparra@rollingwoodtx.gov>
Subject: Re: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

Thanks, Ryan. Just to confirm, as it's relevant to our issue, it was November 20, not December 20?

Thanks again,
Alun

From: Ryan Gaddy <ryan@ao-tx.com>
Sent: Wednesday, October 8, 2025 8:38 AM
To: Alun Thomas <athomas@rollingwoodtx.gov>; Ismael Parra <iparra@rollingwoodtx.gov>
Subject: FW: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

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Hello,

We rescheduled the tie-in for 11/20/24 (104 Kristy).

Thank you,

AO SERVICES

Ryan Gaddy
Project Manager, AO Services

512-592-8047 | ao-tx.com | ryan@ao-tx.com

25565 Ronald Reagan Blvd. Georgetown,TX 78633

From: Carlos Bolanos <cbolanos@rollingwoodtx.gov>
Sent: Wednesday, November 20, 2024 2:34 PM
To: Darrell Winslett <dwinslett@crossroadsus.com>; Ismael Parra <iparra@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Ben Ingallina <bingallina@crossroadsus.com>; Hayden Ramsey <hramsey@crossroadsus.com>; Ryan Gaddy <ryan@ao-tx.com>; Johnny Coronado <jcoronado@rollingwoodtx.gov>; Fidel Ruiz <fruiz@rollingwoodtx.gov>
Subject: Re: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

The water is on and all the homes are on boil water notice. Will need bac -T samples pulled

Thank you,

From: Darrell Winslett <dwinslett@crossroadsus.com>
Sent: Monday, November 18, 2024 9:39 AM
To: Carlos Bolanos <cbolanos@rollingwoodtx.gov>; Ismael Parra <iparra@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Ben Ingallina <bingallina@crossroadsus.com>; Hayden Ramsey <hramsey@crossroadsus.com>; Ryan Gaddy <ryan@ao-tx.com>; Johnny Coronado <jcoronado@rollingwoodtx.gov>; Fidel Ruiz <fruiz@rollingwoodtx.gov>
Subject: RE: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

OK thanks for the update.

From: Carlos Bolanos <cbolanos@rollingwoodtx.gov>
Sent: Monday, November 18, 2024 9:31 AM
To: Ismael Parra <iparra@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Ben Ingallina <bingallina@crossroadsus.com>; Hayden Ramsey <hramsey@crossroadsus.com>; Darrell Winslett <dwinslett@crossroadsus.com>; Ryan Gaddy <ryan@ao-tx.com>; Johnny Coronado <jcoronado@rollingwoodtx.gov>; Fidel Ruiz <fruiz@rollingwoodtx.gov>
Subject: Kristy Cv. / Ashworth Dr. water main tie-in Rescheduled to 11/20/24

Hi Everyone,
Due to rain the water main tie-in that was scheduled for today at the Intersection of Kristy Cv. & Ashworth Dr. has been rescheduled to Wednesday 11/20/24 between the hours of 8am and 5pm . The homes that could be affected are listed below.

200 Ashworth Dr.

Ashworth Dr.
209 Ashworth Dr.
204 Ashworth Dr.
205 Ashworth Dr.
206 Ashworth Dr.
207 Ashworth Dr.
208 Ashworth Dr.
209 Ashworth Dr.
210 Ashworth Dr.
212 Ashworth Dr.
213 Ashworth Dr.
214 Ashworth Dr.

100 Kristy Cv.
102 Kristy Cv.
104 Kristy Cv.
106 Kristy Cv.
108 Kristy Cv.

3009 Hatley Dr.

Thanks,

Carlos A. Bolanos

Public Works Foreman

City of Rollingwood

Office: (512) 327-1838 Ext. 104

Cell: (512) 987-1593

www.rollingwoodtx.gov

6-[redacted] 33 PM R E C E I P T R E G I S T E R PAGE: 1

PAC JULY LEAK ADJUSTMENT

POS 6/23/2025 === A D J U S T M E N T S ===

ACCOUNT / CODE	NAME / FLAGS: CUT REF	DATE / REFERENCE	AMOUNT	REVENUE DISTRIBUTION
[redacted]	VANWINKLE, MICHELLE	6/23/2025	1,084.87CR	100-RES WA 1,084.87CR 200-4-60-4600
W-RES WTR ADJUSTMENT	N N	RES WTR ADJUSTMENT		

BALANCE * 14,968.52 *

=== A D J C O D E T O T A L S ===

W	1	1,084.87CR	100-RES WA	1,084.87CR
REPORT TOTAL ADJUSTMENTS:	1	1,084.87CR	100-RES WA	1,084.87CR

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=== REPORT TOTALS ===

REVENUE TOTALS

REVENUE CODE	ADJUSTMENTS DISCOUNTS	DONATION	PAYMENTS	BAD DEBT ADJUSTMENTS	BAD DEBT PAYMENTS	TOTAL
100-RESIDENTIAL WATER	1,084.87CR					1,084.87CR
TOTALS	1,084.87CR					1,084.87CR

TRANSACTION TYPE TOTALS

	PAYMENTS	FEES	ADJUSTMENTS	DEPOSITS	BAD DEBT PAYMENTS	BAD DEBT ADJUSTMENTS
	0	0	1	0	0	0
	0.00	0.00	1,084.87CR	0.00	0.00	0.00

ZONE TOTALS

ZONE	ADJUSTMENTS DISCOUNTS	DONATION	PAYMENTS	BAD DEBT ADJUSTMENTS	BAD DEBT PAYMENTS	TOTAL
1 - CYCLE 1	1,084.87CR					1,084.87CR
TOTALS	1,084.87CR					1,084.87CR

G / L TOTALS

ACCOUNT	SOURCE	NAME	AMOUNT
200-1200	ADJ	ACCOUNTS RECEIVABLE	1,084.87CR
200-4-60-4600	ADJ	WATER SALES	1,084.87

ERRORS: 0

** END OF REPORT **

6-23-2025 2:39 PM RECEIPT REGISTER PAGE: 1

PAC LEAK ADJUSTMENT

POS 6/23/2025

=== A D J U S T M E N T S ===

ACCOUNT / CODE	NAME / FLAGS: CUT REF	DATE / REFERENCE	AMOUNT	REVENUE DISTRIBUTION
[redacted]	VANWINKLE, MICHELLE	8/30/2024	360.18CR	100-RES WA 360.18CR 200-4-60-4600
W-RES WTR ADJUSTMENT	N N	RES WTR ADJUSTMENT		
				BALANCE * 14,608.34 *
[redacted]	VANWINKLE, MICHELLE	10/30/2024	272.30CR	100-RES WA 272.30CR 200-4-60-4600
W-RES WTR ADJUSTMENT	N N	RES WTR ADJUSTMENT		
				BALANCE * 14,696.22 *
[redacted]	VANWINKLE, MICHELLE	1/31/2025	11,255.14CR	100-RES WA 11,255.14CR 200-4-60-4600
W-RES WTR ADJUSTMENT	N N	RES WTR ADJUSTMENT		
				BALANCE * 3,713.38 *

=== A D J C O D E T O T A L S ===

	W	3	11,887.62CR	100-RES WA 11,887.62CR
REPORT TOTAL ADJUSTMENTS:		3	11,887.62CR	100-RES WA 11,887.62CR

=== REPORT TOTALS ===

REVENUE TOTALS

REVENUE CODE	ADJUSTMENTS DISCOUNTS	DONATION	PAYMENTS	BAD DEBT ADJUSTMENTS	BAD DEBT PAYMENTS	TOTAL
100-RESIDENTIAL WATER	11,887.62CR					11,887.62CR
TOTALS	11,887.62CR					11,887.62CR

TRANSACTION TYPE TOTALS

	PAYMENTS	FEES	ADJUSTMENTS	DEPOSITS	BAD DEBT PAYMENTS	BAD DEBT ADJUSTMENTS
	0	0	3	0	0	0
	0.00	0.00	11,887.62CR	0.00	0.00	0.00

ZONE TOTALS

ZONE	ADJUSTMENTS DISCOUNTS	DONATION	PAYMENTS	BAD DEBT ADJUSTMENTS	BAD DEBT PAYMENTS	TOTAL
1 - CYCLE 1	11,887.62CR					11,887.62CR
TOTALS	11,887.62CR					11,887.62CR

G/L TOTALS

ACCOUNT	SOURCE	NAME	AMOUNT
200-1200	ADJ	ACCOUNTS RECEIVABLE	11,887.62CR
200-4-60-4600	ADJ	WATER SALES	11,887.62

ERRORS: 0

** END OF REPORT **

Date

Meter_ID	Read_Time	Read	Read_Unit	Flow_Time	Flow_Unit	Flow	Location_Address_Line1
241065569	11/1/2024 0:59	229.0799	KGAL	11/1/2024 0:59	Gallons	0.1	104 KRISTY DR
241065569	11/1/2024 1:59	229.0813	KGAL	11/1/2024 1:59	Gallons	1.4	104 KRISTY DR
241065569	11/1/2024 2:59	229.0814	KGAL	11/1/2024 2:59	Gallons	0.1	104 KRISTY DR
241065569	11/1/2024 3:59	229.0814	KGAL	11/1/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 4:59	229.0814	KGAL	11/1/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 5:59	229.0814	KGAL	11/1/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 6:59	229.0814	KGAL	11/1/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 7:59	229.0814	KGAL	11/1/2024 7:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 8:59	229.0814	KGAL	11/1/2024 8:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 9:59	229.0852	KGAL	11/1/2024 9:59	Gallons	3.8	104 KRISTY DR
241065569	11/1/2024 10:59	229.0947	KGAL	11/1/2024 10:59	Gallons	9.5	104 KRISTY DR
241065569	11/1/2024 11:59	229.0948	KGAL	11/1/2024 11:59	Gallons	0.1	104 KRISTY DR
241065569	11/1/2024 12:59	229.0962	KGAL	11/1/2024 12:59	Gallons	1.4	104 KRISTY DR
241065569	11/1/2024 13:59	229.0962	KGAL	11/1/2024 13:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 14:59	229.0979	KGAL	11/1/2024 14:59	Gallons	1.7	104 KRISTY DR
241065569	11/1/2024 15:59	229.0979	KGAL	11/1/2024 15:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 16:59	229.0979	KGAL	11/1/2024 16:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 17:59	229.0979	KGAL	11/1/2024 17:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 18:59	229.0979	KGAL	11/1/2024 18:59	Gallons	0	104 KRISTY DR
241065569	11/1/2024 19:59	229.103	KGAL	11/1/2024 19:59	Gallons	5.1	104 KRISTY DR
241065569	11/1/2024 20:59	229.1078	KGAL	11/1/2024 20:59	Gallons	4.8	104 KRISTY DR
241065569	11/1/2024 21:59	229.1131	KGAL	11/1/2024 21:59	Gallons	5.3	104 KRISTY DR
241065569	11/1/2024 22:59	229.1164	KGAL	11/1/2024 22:59	Gallons	3.3	104 KRISTY DR
241065569	11/1/2024 23:59	229.1197	KGAL	11/1/2024 23:59	Gallons	3.3	104 KRISTY DR
241065569	11/2/2024 0:59	229.1197	KGAL	11/2/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/2/2024 1:59	229.1197	KGAL	11/2/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/2/2024 2:59	229.123	KGAL	11/2/2024 2:59	Gallons	3.3	104 KRISTY DR
241065569	11/2/2024 3:59	229.123	KGAL	11/2/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/2/2024 4:59	229.123	KGAL	11/2/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/2/2024 5:59	229.123	KGAL	11/2/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/2/2024 6:59	229.1301	KGAL	11/2/2024 6:59	Gallons	7.1	104 KRISTY DR
241065569	11/2/2024 7:59	229.1344	KGAL	11/2/2024 7:59	Gallons	4.3	104 KRISTY DR
241065569	11/2/2024 8:59	229.1361	KGAL	11/2/2024 8:59	Gallons	1.7	104 KRISTY DR
241065569	11/2/2024 9:59	229.1378	KGAL	11/2/2024 9:59	Gallons	1.7	104 KRISTY DR
241065569	11/2/2024 10:59	229.1458	KGAL	11/2/2024 10:59	Gallons	8	104 KRISTY DR
241065569	11/2/2024 11:59	229.152	KGAL	11/2/2024 11:59	Gallons	6.2	104 KRISTY DR
241065569	11/2/2024 12:59	229.1524	KGAL	11/2/2024 12:59	Gallons	0.4	104 KRISTY DR
241065569	11/2/2024 13:59	229.1582	KGAL	11/2/2024 13:59	Gallons	5.8	104 KRISTY DR
241065569	11/2/2024 14:59	229.1779	KGAL	11/2/2024 14:59	Gallons	19.7	104 KRISTY DR
241065569	11/2/2024 15:59	229.1794	KGAL	11/2/2024 15:59	Gallons	1.5	104 KRISTY DR
241065569	11/2/2024 16:59	229.1832	KGAL	11/2/2024 16:59	Gallons	3.8	104 KRISTY DR
241065569	11/2/2024 17:59	229.203	KGAL	11/2/2024 17:59	Gallons	19.8	104 KRISTY DR
241065569	11/2/2024 18:59	229.2093	KGAL	11/2/2024 18:59	Gallons	6.3	104 KRISTY DR

241065569	11/2/2024 19:59	229.2498	KGAL	11/2/2024 19:59	Gallons	40.5	104 KRISTY DR
241065569	11/2/2024 20:59	229.255	KGAL	11/2/2024 20:59	Gallons	5.2	104 KRISTY DR
241065569	11/2/2024 21:59	229.2589	KGAL	11/2/2024 21:59	Gallons	3.9	104 KRISTY DR
241065569	11/2/2024 22:59	229.2637	KGAL	11/2/2024 22:59	Gallons	4.8	104 KRISTY DR
241065569	11/2/2024 23:59	229.2663	KGAL	11/2/2024 23:59	Gallons	2.6	104 KRISTY DR
241065569	11/3/2024 0:59	229.2699	KGAL	11/3/2024 0:59	Gallons	3.6	104 KRISTY DR
241065569	11/3/2024 1:59	229.2767	KGAL	11/3/2024 1:59	Gallons	6.8	104 KRISTY DR
241065569	11/3/2024 2:59	229.2767	KGAL	11/3/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/3/2024 3:59	229.2768	KGAL	11/3/2024 3:59	Gallons	0.1	104 KRISTY DR
241065569	11/3/2024 4:59	229.2802	KGAL	11/3/2024 4:59	Gallons	3.4	104 KRISTY DR
241065569	11/3/2024 5:59	229.2831	KGAL	11/3/2024 5:59	Gallons	2.9	104 KRISTY DR
241065569	11/3/2024 6:59	229.284	KGAL	11/3/2024 6:59	Gallons	0.9	104 KRISTY DR
241065569	11/3/2024 7:59	229.2853	KGAL	11/3/2024 7:59	Gallons	1.3	104 KRISTY DR
241065569	11/3/2024 8:59	229.2866	KGAL	11/3/2024 8:59	Gallons	1.3	104 KRISTY DR
241065569	11/3/2024 9:59	229.2873	KGAL	11/3/2024 9:59	Gallons	0.7	104 KRISTY DR
241065569	11/3/2024 10:59	229.2904	KGAL	11/3/2024 10:59	Gallons	3.1	104 KRISTY DR
241065569	11/3/2024 11:59	229.2992	KGAL	11/3/2024 11:59	Gallons	8.8	104 KRISTY DR
241065569	11/3/2024 12:59	229.3039	KGAL	11/3/2024 12:59	Gallons	4.7	104 KRISTY DR
241065569	11/3/2024 13:59	229.307	KGAL	11/3/2024 13:59	Gallons	3.1	104 KRISTY DR
241065569	11/3/2024 14:59	229.309	KGAL	11/3/2024 14:59	Gallons	2	104 KRISTY DR
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241065569	11/3/2024 18:59	229.322	KGAL	11/3/2024 18:59	Gallons	1.4	104 KRISTY DR
241065569	11/3/2024 19:59	229.3238	KGAL	11/3/2024 19:59	Gallons	1.8	104 KRISTY DR
241065569	11/3/2024 20:59	229.3271	KGAL	11/3/2024 20:59	Gallons	3.3	104 KRISTY DR
241065569	11/3/2024 21:59	229.3317	KGAL	11/3/2024 21:59	Gallons	4.6	104 KRISTY DR
241065569	11/3/2024 22:59	229.3317	KGAL	11/3/2024 22:59	Gallons	0	104 KRISTY DR
241065569	11/3/2024 23:59	229.3317	KGAL	11/3/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 0:59	229.3317	KGAL	11/4/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 1:59	229.3317	KGAL	11/4/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 2:59	229.3317	KGAL	11/4/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 3:59	229.3349	KGAL	11/4/2024 3:59	Gallons	3.2	104 KRISTY DR
241065569	11/4/2024 4:59	229.3349	KGAL	11/4/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 5:59	229.3407	KGAL	11/4/2024 5:59	Gallons	5.8	104 KRISTY DR
241065569	11/4/2024 6:59	229.3407	KGAL	11/4/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 7:59	229.3407	KGAL	11/4/2024 7:59	Gallons	0	104 KRISTY DR
241065569	11/4/2024 8:59	229.3464	KGAL	11/4/2024 8:59	Gallons	5.7	104 KRISTY DR
241065569	11/4/2024 9:59	229.3501	KGAL	11/4/2024 9:59	Gallons	3.7	104 KRISTY DR
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241065569	11/4/2024 13:59	229.3685	KGAL	11/4/2024 13:59	Gallons	6.3	104 KRISTY DR
241065569	11/4/2024 14:59	229.3685	KGAL	11/4/2024 14:59	Gallons	0	104 KRISTY DR

241065569	11/4/2024 15:59	229.3731	KGAL	11/4/2024 15:59	Gallons	4.6	104 KRISTY DR
241065569	11/4/2024 16:59	229.3743	KGAL	11/4/2024 16:59	Gallons	1.2	104 KRISTY DR
241065569	11/4/2024 17:59	229.3761	KGAL	11/4/2024 17:59	Gallons	1.8	104 KRISTY DR
241065569	11/4/2024 18:59	229.3909	KGAL	11/4/2024 18:59	Gallons	14.8	104 KRISTY DR
241065569	11/4/2024 19:59	229.4263	KGAL	11/4/2024 19:59	Gallons	35.4	104 KRISTY DR
241065569	11/4/2024 20:59	229.4305	KGAL	11/4/2024 20:59	Gallons	4.2	104 KRISTY DR
241065569	11/4/2024 21:59	229.441	KGAL	11/4/2024 21:59	Gallons	10.5	104 KRISTY DR
241065569	11/4/2024 22:59	229.4443	KGAL	11/4/2024 22:59	Gallons	3.3	104 KRISTY DR
241065569	11/4/2024 23:59	229.4443	KGAL	11/4/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 0:59	229.4443	KGAL	11/5/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 1:59	229.4443	KGAL	11/5/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 2:59	229.4443	KGAL	11/5/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 3:59	229.4443	KGAL	11/5/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 4:59	229.4443	KGAL	11/5/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 5:59	229.4606	KGAL	11/5/2024 5:59	Gallons	16.3	104 KRISTY DR
241065569	11/5/2024 6:59	229.4642	KGAL	11/5/2024 6:59	Gallons	3.6	104 KRISTY DR
241065569	11/5/2024 7:59	229.4687	KGAL	11/5/2024 7:59	Gallons	4.5	104 KRISTY DR
241065569	11/5/2024 8:59	229.4776	KGAL	11/5/2024 8:59	Gallons	8.9	104 KRISTY DR
241065569	11/5/2024 9:59	229.482	KGAL	11/5/2024 9:59	Gallons	4.4	104 KRISTY DR
241065569	11/5/2024 10:59	229.5171	KGAL	11/5/2024 10:59	Gallons	35.1	104 KRISTY DR
241065569	11/5/2024 11:59	229.522	KGAL	11/5/2024 11:59	Gallons	4.9	104 KRISTY DR
241065569	11/5/2024 12:59	229.527	KGAL	11/5/2024 12:59	Gallons	5	104 KRISTY DR
241065569	11/5/2024 13:59	229.5302	KGAL	11/5/2024 13:59	Gallons	3.2	104 KRISTY DR
241065569	11/5/2024 14:59	229.5378	KGAL	11/5/2024 14:59	Gallons	7.6	104 KRISTY DR
241065569	11/5/2024 15:59	229.5402	KGAL	11/5/2024 15:59	Gallons	2.4	104 KRISTY DR
241065569	11/5/2024 16:59	229.5402	KGAL	11/5/2024 16:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 17:59	229.5415	KGAL	11/5/2024 17:59	Gallons	1.3	104 KRISTY DR
241065569	11/5/2024 18:59	229.5446	KGAL	11/5/2024 18:59	Gallons	3.1	104 KRISTY DR
241065569	11/5/2024 19:59	229.5461	KGAL	11/5/2024 19:59	Gallons	1.5	104 KRISTY DR
241065569	11/5/2024 20:59	229.5461	KGAL	11/5/2024 20:59	Gallons	0	104 KRISTY DR
241065569	11/5/2024 21:59	229.5474	KGAL	11/5/2024 21:59	Gallons	1.3	104 KRISTY DR
241065569	11/5/2024 22:59	229.5515	KGAL	11/5/2024 22:59	Gallons	4.1	104 KRISTY DR
241065569	11/5/2024 23:59	229.555	KGAL	11/5/2024 23:59	Gallons	3.5	104 KRISTY DR
241065569	11/6/2024 0:59	229.5551	KGAL	11/6/2024 0:59	Gallons	0.1	104 KRISTY DR
241065569	11/6/2024 1:59	229.5551	KGAL	11/6/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/6/2024 2:59	229.5551	KGAL	11/6/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/6/2024 3:59	229.5582	KGAL	11/6/2024 3:59	Gallons	3.1	104 KRISTY DR
241065569	11/6/2024 4:59	229.5582	KGAL	11/6/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/6/2024 5:59	229.5633	KGAL	11/6/2024 5:59	Gallons	5.1	104 KRISTY DR
241065569	11/6/2024 6:59	229.5651	KGAL	11/6/2024 6:59	Gallons	1.8	104 KRISTY DR
241065569	11/6/2024 7:59	229.5669	KGAL	11/6/2024 7:59	Gallons	1.8	104 KRISTY DR
241065569	11/6/2024 8:59	229.5712	KGAL	11/6/2024 8:59	Gallons	4.3	104 KRISTY DR
241065569	11/6/2024 9:59	229.5781	KGAL	11/6/2024 9:59	Gallons	6.9	104 KRISTY DR
241065569	11/6/2024 10:59	229.5808	KGAL	11/6/2024 10:59	Gallons	2.7	104 KRISTY DR

241065569	11/6/2024 11:59	229.5871	KGAL	11/6/2024 11:59	Gallons	6.3	104 KRISTY DR
241065569	11/6/2024 12:59	229.5922	KGAL	11/6/2024 12:59	Gallons	5.1	104 KRISTY DR
241065569	11/6/2024 13:59	229.5962	KGAL	11/6/2024 13:59	Gallons	4	104 KRISTY DR
241065569	11/6/2024 14:59	229.598	KGAL	11/6/2024 14:59	Gallons	1.8	104 KRISTY DR
241065569	11/6/2024 15:59	229.598	KGAL	11/6/2024 15:59	Gallons	0	104 KRISTY DR
241065569	11/6/2024 16:59	229.6023	KGAL	11/6/2024 16:59	Gallons	4.3	104 KRISTY DR
241065569	11/6/2024 17:59	229.6246	KGAL	11/6/2024 17:59	Gallons	22.3	104 KRISTY DR
241065569	11/6/2024 18:59	229.707	KGAL	11/6/2024 18:59	Gallons	82.4	104 KRISTY DR
241065569	11/6/2024 19:59	229.7522	KGAL	11/6/2024 19:59	Gallons	45.2	104 KRISTY DR
241065569	11/6/2024 20:59	229.7602	KGAL	11/6/2024 20:59	Gallons	8	104 KRISTY DR
241065569	11/6/2024 21:59	229.7683	KGAL	11/6/2024 21:59	Gallons	8.1	104 KRISTY DR
241065569	11/6/2024 22:59	229.7683	KGAL	11/6/2024 22:59	Gallons	0	104 KRISTY DR
241065569	11/6/2024 23:59	229.7683	KGAL	11/6/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 0:59	229.7715	KGAL	11/7/2024 0:59	Gallons	3.2	104 KRISTY DR
241065569	11/7/2024 1:59	229.7715	KGAL	11/7/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 2:59	229.7715	KGAL	11/7/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 3:59	229.7715	KGAL	11/7/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 4:59	229.7748	KGAL	11/7/2024 4:59	Gallons	3.3	104 KRISTY DR
241065569	11/7/2024 5:59	229.7748	KGAL	11/7/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 6:59	229.7804	KGAL	11/7/2024 6:59	Gallons	5.6	104 KRISTY DR
241065569	11/7/2024 7:59	229.7822	KGAL	11/7/2024 7:59	Gallons	1.8	104 KRISTY DR
241065569	11/7/2024 8:59	229.788	KGAL	11/7/2024 8:59	Gallons	5.8	104 KRISTY DR
241065569	11/7/2024 9:59	229.8245	KGAL	11/7/2024 9:59	Gallons	36.5	104 KRISTY DR
241065569	11/7/2024 10:59	229.8729	KGAL	11/7/2024 10:59	Gallons	48.4	104 KRISTY DR
241065569	11/7/2024 11:59	229.8982	KGAL	11/7/2024 11:59	Gallons	25.3	104 KRISTY DR
241065569	11/7/2024 12:59	229.9286	KGAL	11/7/2024 12:59	Gallons	30.4	104 KRISTY DR
241065569	11/7/2024 13:59	229.9698	KGAL	11/7/2024 13:59	Gallons	41.2	104 KRISTY DR
241065569	11/7/2024 14:59	230.0344	KGAL	11/7/2024 14:59	Gallons	64.6	104 KRISTY DR
241065569	11/7/2024 15:59	230.0394	KGAL	11/7/2024 15:59	Gallons	5	104 KRISTY DR
241065569	11/7/2024 16:59	230.0394	KGAL	11/7/2024 16:59	Gallons	0	104 KRISTY DR
241065569	11/7/2024 17:59	230.0412	KGAL	11/7/2024 17:59	Gallons	1.8	104 KRISTY DR
241065569	11/7/2024 18:59	230.0425	KGAL	11/7/2024 18:59	Gallons	1.3	104 KRISTY DR
241065569	11/7/2024 19:59	230.0472	KGAL	11/7/2024 19:59	Gallons	4.7	104 KRISTY DR
241065569	11/7/2024 20:59	230.0816	KGAL	11/7/2024 20:59	Gallons	34.4	104 KRISTY DR
241065569	11/7/2024 21:59	230.0853	KGAL	11/7/2024 21:59	Gallons	3.7	104 KRISTY DR
241065569	11/7/2024 22:59	230.0887	KGAL	11/7/2024 22:59	Gallons	3.4	104 KRISTY DR
241065569	11/7/2024 23:59	230.0921	KGAL	11/7/2024 23:59	Gallons	3.4	104 KRISTY DR
241065569	11/8/2024 0:59	230.0953	KGAL	11/8/2024 0:59	Gallons	3.2	104 KRISTY DR
241065569	11/8/2024 1:59	230.0953	KGAL	11/8/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 2:59	230.0953	KGAL	11/8/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 3:59	230.0953	KGAL	11/8/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 4:59	230.0985	KGAL	11/8/2024 4:59	Gallons	3.2	104 KRISTY DR
241065569	11/8/2024 5:59	230.1019	KGAL	11/8/2024 5:59	Gallons	3.4	104 KRISTY DR
241065569	11/8/2024 6:59	230.1037	KGAL	11/8/2024 6:59	Gallons	1.8	104 KRISTY DR

241065569	11/8/2024 7:59	230.109	KGAL	11/8/2024 7:59	Gallons	5.3	104 KRISTY DR
241065569	11/8/2024 8:59	230.1129	KGAL	11/8/2024 8:59	Gallons	3.9	104 KRISTY DR
241065569	11/8/2024 9:59	230.1178	KGAL	11/8/2024 9:59	Gallons	4.9	104 KRISTY DR
241065569	11/8/2024 10:59	230.122	KGAL	11/8/2024 10:59	Gallons	4.2	104 KRISTY DR
241065569	11/8/2024 11:59	230.126	KGAL	11/8/2024 11:59	Gallons	4	104 KRISTY DR
241065569	11/8/2024 12:59	230.126	KGAL	11/8/2024 12:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 13:59	230.1278	KGAL	11/8/2024 13:59	Gallons	1.8	104 KRISTY DR
241065569	11/8/2024 14:59	230.1298	KGAL	11/8/2024 14:59	Gallons	2	104 KRISTY DR
241065569	11/8/2024 15:59	230.1311	KGAL	11/8/2024 15:59	Gallons	1.3	104 KRISTY DR
241065569	11/8/2024 16:59	230.1329	KGAL	11/8/2024 16:59	Gallons	1.8	104 KRISTY DR
241065569	11/8/2024 17:59	230.1371	KGAL	11/8/2024 17:59	Gallons	4.2	104 KRISTY DR
241065569	11/8/2024 18:59	230.1371	KGAL	11/8/2024 18:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 19:59	230.1371	KGAL	11/8/2024 19:59	Gallons	0	104 KRISTY DR
241065569	11/8/2024 20:59	230.1385	KGAL	11/8/2024 20:59	Gallons	1.4	104 KRISTY DR
241065569	11/8/2024 21:59	230.1429	KGAL	11/8/2024 21:59	Gallons	4.4	104 KRISTY DR
241065569	11/8/2024 22:59	230.1495	KGAL	11/8/2024 22:59	Gallons	6.6	104 KRISTY DR
241065569	11/8/2024 23:59	230.1495	KGAL	11/8/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 0:59	230.1495	KGAL	11/9/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 1:59	230.1495	KGAL	11/9/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 2:59	230.1495	KGAL	11/9/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 3:59	230.1495	KGAL	11/9/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 4:59	230.1495	KGAL	11/9/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 5:59	230.1527	KGAL	11/9/2024 5:59	Gallons	3.2	104 KRISTY DR
241065569	11/9/2024 6:59	230.1547	KGAL	11/9/2024 6:59	Gallons	2	104 KRISTY DR
241065569	11/9/2024 7:59	230.1559	KGAL	11/9/2024 7:59	Gallons	1.2	104 KRISTY DR
241065569	11/9/2024 8:59	230.1578	KGAL	11/9/2024 8:59	Gallons	1.9	104 KRISTY DR
241065569	11/9/2024 9:59	230.1651	KGAL	11/9/2024 9:59	Gallons	7.3	104 KRISTY DR
241065569	11/9/2024 10:59	230.171	KGAL	11/9/2024 10:59	Gallons	5.9	104 KRISTY DR
241065569	11/9/2024 11:59	230.1762	KGAL	11/9/2024 11:59	Gallons	5.2	104 KRISTY DR
241065569	11/9/2024 12:59	230.1842	KGAL	11/9/2024 12:59	Gallons	8	104 KRISTY DR
241065569	11/9/2024 13:59	230.1851	KGAL	11/9/2024 13:59	Gallons	0.9	104 KRISTY DR
241065569	11/9/2024 14:59	230.1851	KGAL	11/9/2024 14:59	Gallons	0	104 KRISTY DR
241065569	11/9/2024 15:59	230.1896	KGAL	11/9/2024 15:59	Gallons	4.5	104 KRISTY DR
241065569	11/9/2024 16:59	230.2048	KGAL	11/9/2024 16:59	Gallons	15.2	104 KRISTY DR
241065569	11/9/2024 17:59	230.2096	KGAL	11/9/2024 17:59	Gallons	4.8	104 KRISTY DR
241065569	11/9/2024 18:59	230.2153	KGAL	11/9/2024 18:59	Gallons	5.7	104 KRISTY DR
241065569	11/9/2024 19:59	230.2191	KGAL	11/9/2024 19:59	Gallons	3.8	104 KRISTY DR
241065569	11/9/2024 20:59	230.3318	KGAL	11/9/2024 20:59	Gallons	112.7	104 KRISTY DR
241065569	11/9/2024 21:59	230.3364	KGAL	11/9/2024 21:59	Gallons	4.6	104 KRISTY DR
241065569	11/9/2024 22:59	230.3409	KGAL	11/9/2024 22:59	Gallons	4.5	104 KRISTY DR
241065569	11/9/2024 23:59	230.347	KGAL	11/9/2024 23:59	Gallons	6.1	104 KRISTY DR
241065569	11/10/2024 0:59	230.3473	KGAL	11/10/2024 0:59	Gallons	0.3	104 KRISTY DR
241065569	11/10/2024 1:59	230.3473	KGAL	11/10/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/10/2024 2:59	230.3473	KGAL	11/10/2024 2:59	Gallons	0	104 KRISTY DR

241065569	11/10/2024 3:59	230.3473	KGAL	11/10/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/10/2024 4:59	230.3473	KGAL	11/10/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/10/2024 5:59	230.3473	KGAL	11/10/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/10/2024 6:59	230.3529	KGAL	11/10/2024 6:59	Gallons	5.6	104 KRISTY DR
241065569	11/10/2024 7:59	230.3544	KGAL	11/10/2024 7:59	Gallons	1.5	104 KRISTY DR
241065569	11/10/2024 8:59	230.3572	KGAL	11/10/2024 8:59	Gallons	2.8	104 KRISTY DR
241065569	11/10/2024 9:59	230.3681	KGAL	11/10/2024 9:59	Gallons	10.9	104 KRISTY DR
241065569	11/10/2024 10:59	230.3759	KGAL	11/10/2024 10:59	Gallons	7.8	104 KRISTY DR
241065569	11/10/2024 11:59	230.3814	KGAL	11/10/2024 11:59	Gallons	5.5	104 KRISTY DR
241065569	11/10/2024 12:59	230.3873	KGAL	11/10/2024 12:59	Gallons	5.9	104 KRISTY DR
241065569	11/10/2024 13:59	230.3906	KGAL	11/10/2024 13:59	Gallons	3.3	104 KRISTY DR
241065569	11/10/2024 14:59	230.3978	KGAL	11/10/2024 14:59	Gallons	7.2	104 KRISTY DR
241065569	11/10/2024 15:59	230.4044	KGAL	11/10/2024 15:59	Gallons	6.6	104 KRISTY DR
241065569	11/10/2024 16:59	230.4047	KGAL	11/10/2024 16:59	Gallons	0.3	104 KRISTY DR
241065569	11/10/2024 17:59	231.4603	KGAL	11/10/2024 17:59	Gallons	1055.6	104 KRISTY DR
241065569	11/10/2024 18:59	232.1019	KGAL	11/10/2024 18:59	Gallons	641.6	104 KRISTY DR
241065569	11/10/2024 19:59	232.4339	KGAL	11/10/2024 19:59	Gallons	332	104 KRISTY DR
241065569	11/10/2024 20:59	233.3288	KGAL	11/10/2024 20:59	Gallons	894.9	104 KRISTY DR
241065569	11/10/2024 21:59	233.4173	KGAL	11/10/2024 21:59	Gallons	88.5	104 KRISTY DR
241065569	11/10/2024 22:59	233.4225	KGAL	11/10/2024 22:59	Gallons	5.2	104 KRISTY DR
241065569	11/10/2024 23:59	233.4225	KGAL	11/10/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 0:59	233.4225	KGAL	11/11/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 1:59	233.4263	KGAL	11/11/2024 1:59	Gallons	3.8	104 KRISTY DR
241065569	11/11/2024 2:59	233.4263	KGAL	11/11/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 3:59	233.4263	KGAL	11/11/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 4:59	233.4298	KGAL	11/11/2024 4:59	Gallons	3.5	104 KRISTY DR
241065569	11/11/2024 5:59	233.4299	KGAL	11/11/2024 5:59	Gallons	0.1	104 KRISTY DR
241065569	11/11/2024 6:59	233.4322	KGAL	11/11/2024 6:59	Gallons	2.3	104 KRISTY DR
241065569	11/11/2024 7:59	233.4341	KGAL	11/11/2024 7:59	Gallons	1.9	104 KRISTY DR
241065569	11/11/2024 8:59	233.4341	KGAL	11/11/2024 8:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 9:59	233.4361	KGAL	11/11/2024 9:59	Gallons	2	104 KRISTY DR
241065569	11/11/2024 10:59	233.4396	KGAL	11/11/2024 10:59	Gallons	3.5	104 KRISTY DR
241065569	11/11/2024 11:59	233.4414	KGAL	11/11/2024 11:59	Gallons	1.8	104 KRISTY DR
241065569	11/11/2024 12:59	233.4431	KGAL	11/11/2024 12:59	Gallons	1.7	104 KRISTY DR
241065569	11/11/2024 13:59	233.4431	KGAL	11/11/2024 13:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 14:59	233.4448	KGAL	11/11/2024 14:59	Gallons	1.7	104 KRISTY DR
241065569	11/11/2024 15:59	233.4465	KGAL	11/11/2024 15:59	Gallons	1.7	104 KRISTY DR
241065569	11/11/2024 16:59	233.4496	KGAL	11/11/2024 16:59	Gallons	3.1	104 KRISTY DR
241065569	11/11/2024 17:59	233.4496	KGAL	11/11/2024 17:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 18:59	233.45	KGAL	11/11/2024 18:59	Gallons	0.4	104 KRISTY DR
241065569	11/11/2024 19:59	233.4855	KGAL	11/11/2024 19:59	Gallons	35.5	104 KRISTY DR
241065569	11/11/2024 20:59	233.4855	KGAL	11/11/2024 20:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 21:59	233.4855	KGAL	11/11/2024 21:59	Gallons	0	104 KRISTY DR
241065569	11/11/2024 22:59	233.4855	KGAL	11/11/2024 22:59	Gallons	0	104 KRISTY DR

Date Flow

241065569	11/11/2024 23:59	233.4855	KGAL	11/11/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 0:59	233.4855	KGAL	11/12/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 1:59	233.4855	KGAL	11/12/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 2:59	233.4855	KGAL	11/12/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 3:59	233.4856	KGAL	11/12/2024 3:59	Gallons	0.1	104 KRISTY DR
241065569	11/12/2024 4:59	233.4856	KGAL	11/12/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 5:59	233.4898	KGAL	11/12/2024 5:59	Gallons	4.2	104 KRISTY DR
241065569	11/12/2024 6:59	233.4898	KGAL	11/12/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 7:59	233.4915	KGAL	11/12/2024 7:59	Gallons	1.7	104 KRISTY DR
241065569	11/12/2024 8:59	233.4916	KGAL	11/12/2024 8:59	Gallons	0.1	104 KRISTY DR
241065569	11/12/2024 9:59	233.4934	KGAL	11/12/2024 9:59	Gallons	1.8	104 KRISTY DR
241065569	11/12/2024 10:59	233.4952	KGAL	11/12/2024 10:59	Gallons	1.8	104 KRISTY DR
241065569	11/12/2024 11:59	233.497	KGAL	11/12/2024 11:59	Gallons	1.8	104 KRISTY DR
241065569	11/12/2024 12:59	233.4987	KGAL	11/12/2024 12:59	Gallons	1.7	104 KRISTY DR
241065569	11/12/2024 13:59	233.5026	KGAL	11/12/2024 13:59	Gallons	3.9	104 KRISTY DR
241065569	11/12/2024 14:59	233.5026	KGAL	11/12/2024 14:59	Gallons	0	104 KRISTY DR
241065569	11/12/2024 15:59	233.5044	KGAL	11/12/2024 15:59	Gallons	1.8	104 KRISTY DR
241065569	11/12/2024 16:59	233.5064	KGAL	11/12/2024 16:59	Gallons	2	104 KRISTY DR
241065569	11/12/2024 17:59	233.5138	KGAL	11/12/2024 17:59	Gallons	7.4	104 KRISTY DR
241065569	11/12/2024 18:59	233.5143	KGAL	11/12/2024 18:59	Gallons	0.5	104 KRISTY DR
241065569	11/12/2024 19:59	233.5156	KGAL	11/12/2024 19:59	Gallons	1.3	104 KRISTY DR
241065569	11/12/2024 20:59	233.523	KGAL	11/12/2024 20:59	Gallons	7.4	104 KRISTY DR
241065569	11/12/2024 21:59	233.529	KGAL	11/12/2024 21:59	Gallons	6	104 KRISTY DR
241065569	11/12/2024 22:59	233.5341	KGAL	11/12/2024 22:59	Gallons	5.1	104 KRISTY DR
241065569	11/12/2024 23:59	233.5341	KGAL	11/12/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 0:59	233.5342	KGAL	11/13/2024 0:59	Gallons	0.1	104 KRISTY DR
241065569	11/13/2024 1:59	233.5342	KGAL	11/13/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 2:59	233.5342	KGAL	11/13/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 3:59	233.5342	KGAL	11/13/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 4:59	233.5342	KGAL	11/13/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 5:59	233.5377	KGAL	11/13/2024 5:59	Gallons	3.5	104 KRISTY DR
241065569	11/13/2024 6:59	233.5396	KGAL	11/13/2024 6:59	Gallons	1.9	104 KRISTY DR
241065569	11/13/2024 7:59	233.5425	KGAL	11/13/2024 7:59	Gallons	2.9	104 KRISTY DR
241065569	11/13/2024 8:59	233.5445	KGAL	11/13/2024 8:59	Gallons	2	104 KRISTY DR
241065569	11/13/2024 9:59	233.5501	KGAL	11/13/2024 9:59	Gallons	5.6	104 KRISTY DR
241065569	11/13/2024 10:59	233.5501	KGAL	11/13/2024 10:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 11:59	233.5566	KGAL	11/13/2024 11:59	Gallons	6.5	104 KRISTY DR
241065569	11/13/2024 12:59	233.5584	KGAL	11/13/2024 12:59	Gallons	1.8	104 KRISTY DR
241065569	11/13/2024 13:59	233.5617	KGAL	11/13/2024 13:59	Gallons	3.3	104 KRISTY DR
241065569	11/13/2024 14:59	233.568	KGAL	11/13/2024 14:59	Gallons	6.3	104 KRISTY DR
241065569	11/13/2024 15:59	233.5802	KGAL	11/13/2024 15:59	Gallons	12.2	104 KRISTY DR
241065569	11/13/2024 16:59	233.5817	KGAL	11/13/2024 16:59	Gallons	1.5	104 KRISTY DR
241065569	11/13/2024 17:59	233.5818	KGAL	11/13/2024 17:59	Gallons	0.1	104 KRISTY DR
241065569	11/13/2024 18:59	233.5832	KGAL	11/13/2024 18:59	Gallons	1.4	104 KRISTY DR

241065569	11/13/2024 19:59	233.5832	KGAL	11/13/2024 19:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 20:59	233.5832	KGAL	11/13/2024 20:59	Gallons	0	104 KRISTY DR
241065569	11/13/2024 21:59	233.5848	KGAL	11/13/2024 21:59	Gallons	1.6	104 KRISTY DR
241065569	11/13/2024 22:59	233.5886	KGAL	11/13/2024 22:59	Gallons	3.8	104 KRISTY DR
241065569	11/13/2024 23:59	233.5886	KGAL	11/13/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 0:59	233.5886	KGAL	11/14/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 1:59	233.5886	KGAL	11/14/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 2:59	233.5886	KGAL	11/14/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 3:59	233.5887	KGAL	11/14/2024 3:59	Gallons	0.1	104 KRISTY DR
241065569	11/14/2024 4:59	233.5887	KGAL	11/14/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 5:59	233.5934	KGAL	11/14/2024 5:59	Gallons	4.7	104 KRISTY DR
241065569	11/14/2024 6:59	233.5941	KGAL	11/14/2024 6:59	Gallons	0.7	104 KRISTY DR
241065569	11/14/2024 7:59	233.5961	KGAL	11/14/2024 7:59	Gallons	2	104 KRISTY DR
241065569	11/14/2024 8:59	233.6218	KGAL	11/14/2024 8:59	Gallons	25.7	104 KRISTY DR
241065569	11/14/2024 9:59	233.6841	KGAL	11/14/2024 9:59	Gallons	62.3	104 KRISTY DR
241065569	11/14/2024 10:59	233.7132	KGAL	11/14/2024 10:59	Gallons	29.1	104 KRISTY DR
241065569	11/14/2024 11:59	233.7464	KGAL	11/14/2024 11:59	Gallons	33.2	104 KRISTY DR
241065569	11/14/2024 12:59	233.7917	KGAL	11/14/2024 12:59	Gallons	45.3	104 KRISTY DR
241065569	11/14/2024 13:59	233.7941	KGAL	11/14/2024 13:59	Gallons	2.4	104 KRISTY DR
241065569	11/14/2024 14:59	233.802	KGAL	11/14/2024 14:59	Gallons	7.9	104 KRISTY DR
241065569	11/14/2024 15:59	233.8053	KGAL	11/14/2024 15:59	Gallons	3.3	104 KRISTY DR
241065569	11/14/2024 16:59	233.8075	KGAL	11/14/2024 16:59	Gallons	2.2	104 KRISTY DR
241065569	11/14/2024 17:59	233.8087	KGAL	11/14/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	11/14/2024 18:59	233.8104	KGAL	11/14/2024 18:59	Gallons	1.7	104 KRISTY DR
241065569	11/14/2024 19:59	233.8145	KGAL	11/14/2024 19:59	Gallons	4.1	104 KRISTY DR
241065569	11/14/2024 20:59	233.8167	KGAL	11/14/2024 20:59	Gallons	2.2	104 KRISTY DR
241065569	11/14/2024 21:59	233.8167	KGAL	11/14/2024 21:59	Gallons	0	104 KRISTY DR
241065569	11/14/2024 22:59	233.8203	KGAL	11/14/2024 22:59	Gallons	3.6	104 KRISTY DR
241065569	11/14/2024 23:59	233.8211	KGAL	11/14/2024 23:59	Gallons	0.8	104 KRISTY DR
241065569	11/15/2024 0:59	233.8211	KGAL	11/15/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/15/2024 1:59	233.8212	KGAL	11/15/2024 1:59	Gallons	0.1	104 KRISTY DR
241065569	11/15/2024 2:59	233.8212	KGAL	11/15/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/15/2024 3:59	233.8212	KGAL	11/15/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/15/2024 4:59	233.822	KGAL	11/15/2024 4:59	Gallons	0.8	104 KRISTY DR
241065569	11/15/2024 5:59	233.829	KGAL	11/15/2024 5:59	Gallons	7	104 KRISTY DR
241065569	11/15/2024 6:59	233.829	KGAL	11/15/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/15/2024 7:59	233.8307	KGAL	11/15/2024 7:59	Gallons	1.7	104 KRISTY DR
241065569	11/15/2024 8:59	233.8325	KGAL	11/15/2024 8:59	Gallons	1.8	104 KRISTY DR
241065569	11/15/2024 9:59	233.8325	KGAL	11/15/2024 9:59	Gallons	0	104 KRISTY DR
241065569	11/15/2024 10:59	233.8354	KGAL	11/15/2024 10:59	Gallons	2.9	104 KRISTY DR
241065569	11/15/2024 11:59	233.9205	KGAL	11/15/2024 11:59	Gallons	85.1	104 KRISTY DR
241065569	11/15/2024 12:59	233.9585	KGAL	11/15/2024 12:59	Gallons	38	104 KRISTY DR
241065569	11/15/2024 13:59	233.98	KGAL	11/15/2024 13:59	Gallons	21.5	104 KRISTY DR
241065569	11/15/2024 14:59	233.9804	KGAL	11/15/2024 14:59	Gallons	0.4	104 KRISTY DR

241065569	11/15/2024 15:59	234.0199	KGAL	11/15/2024 15:59	Gallons	39.5	104 KRISTY DR
241065569	11/15/2024 16:59	234.0203	KGAL	11/15/2024 16:59	Gallons	0.4	104 KRISTY DR
241065569	11/15/2024 17:59	234.0264	KGAL	11/15/2024 17:59	Gallons	6.1	104 KRISTY DR
241065569	11/15/2024 18:59	234.0272	KGAL	11/15/2024 18:59	Gallons	0.8	104 KRISTY DR
241065569	11/15/2024 19:59	234.0304	KGAL	11/15/2024 19:59	Gallons	3.2	104 KRISTY DR
241065569	11/15/2024 20:59	234.0322	KGAL	11/15/2024 20:59	Gallons	1.8	104 KRISTY DR
241065569	11/15/2024 21:59	234.0342	KGAL	11/15/2024 21:59	Gallons	2	104 KRISTY DR
241065569	11/15/2024 22:59	234.0389	KGAL	11/15/2024 22:59	Gallons	4.7	104 KRISTY DR
241065569	11/15/2024 23:59	234.0427	KGAL	11/15/2024 23:59	Gallons	3.8	104 KRISTY DR
241065569	11/16/2024 0:59	234.044	KGAL	11/16/2024 0:59	Gallons	1.3	104 KRISTY DR
241065569	11/16/2024 1:59	234.0445	KGAL	11/16/2024 1:59	Gallons	0.5	104 KRISTY DR
241065569	11/16/2024 2:59	234.045	KGAL	11/16/2024 2:59	Gallons	0.5	104 KRISTY DR
241065569	11/16/2024 3:59	234.0455	KGAL	11/16/2024 3:59	Gallons	0.5	104 KRISTY DR
241065569	11/16/2024 4:59	234.046	KGAL	11/16/2024 4:59	Gallons	0.5	104 KRISTY DR
241065569	11/16/2024 5:59	234.0522	KGAL	11/16/2024 5:59	Gallons	6.2	104 KRISTY DR
241065569	11/16/2024 6:59	234.0564	KGAL	11/16/2024 6:59	Gallons	4.2	104 KRISTY DR
241065569	11/16/2024 7:59	234.0602	KGAL	11/16/2024 7:59	Gallons	3.8	104 KRISTY DR
241065569	11/16/2024 8:59	234.0627	KGAL	11/16/2024 8:59	Gallons	2.5	104 KRISTY DR
241065569	11/16/2024 9:59	234.0713	KGAL	11/16/2024 9:59	Gallons	8.6	104 KRISTY DR
241065569	11/16/2024 10:59	234.0988	KGAL	11/16/2024 10:59	Gallons	27.5	104 KRISTY DR
241065569	11/16/2024 11:59	234.1	KGAL	11/16/2024 11:59	Gallons	1.2	104 KRISTY DR
241065569	11/16/2024 12:59	234.1074	KGAL	11/16/2024 12:59	Gallons	7.4	104 KRISTY DR
241065569	11/16/2024 13:59	234.1091	KGAL	11/16/2024 13:59	Gallons	1.7	104 KRISTY DR
241065569	11/16/2024 14:59	234.1126	KGAL	11/16/2024 14:59	Gallons	3.5	104 KRISTY DR
241065569	11/16/2024 15:59	234.1126	KGAL	11/16/2024 15:59	Gallons	0	104 KRISTY DR
241065569	11/16/2024 16:59	234.1139	KGAL	11/16/2024 16:59	Gallons	1.3	104 KRISTY DR
241065569	11/16/2024 17:59	234.1441	KGAL	11/16/2024 17:59	Gallons	30.2	104 KRISTY DR
241065569	11/16/2024 18:59	234.1527	KGAL	11/16/2024 18:59	Gallons	8.6	104 KRISTY DR
241065569	11/16/2024 19:59	234.1606	KGAL	11/16/2024 19:59	Gallons	7.9	104 KRISTY DR
241065569	11/16/2024 20:59	234.1645	KGAL	11/16/2024 20:59	Gallons	3.9	104 KRISTY DR
241065569	11/16/2024 21:59	234.168	KGAL	11/16/2024 21:59	Gallons	3.5	104 KRISTY DR
241065569	11/16/2024 22:59	234.1759	KGAL	11/16/2024 22:59	Gallons	7.9	104 KRISTY DR
241065569	11/16/2024 23:59	234.1759	KGAL	11/16/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/17/2024 0:59	234.1799	KGAL	11/17/2024 0:59	Gallons	4	104 KRISTY DR
241065569	11/17/2024 1:59	234.1833	KGAL	11/17/2024 1:59	Gallons	3.4	104 KRISTY DR
241065569	11/17/2024 2:59	234.1833	KGAL	11/17/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/17/2024 3:59	234.1844	KGAL	11/17/2024 3:59	Gallons	1.1	104 KRISTY DR
241065569	11/17/2024 4:59	234.1879	KGAL	11/17/2024 4:59	Gallons	3.5	104 KRISTY DR
241065569	11/17/2024 5:59	234.1879	KGAL	11/17/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/17/2024 6:59	234.1963	KGAL	11/17/2024 6:59	Gallons	8.4	104 KRISTY DR
241065569	11/17/2024 7:59	234.1963	KGAL	11/17/2024 7:59	Gallons	0	104 KRISTY DR
241065569	11/17/2024 8:59	234.1982	KGAL	11/17/2024 8:59	Gallons	1.9	104 KRISTY DR
241065569	11/17/2024 9:59	234.208	KGAL	11/17/2024 9:59	Gallons	9.8	104 KRISTY DR
241065569	11/17/2024 10:59	234.2106	KGAL	11/17/2024 10:59	Gallons	2.6	104 KRISTY DR

241065569	11/17/2024 11:59	234.2109	KGAL	11/17/2024 11:59	Gallons	0.3	104 KRISTY DR
241065569	11/17/2024 12:59	234.2146	KGAL	11/17/2024 12:59	Gallons	3.7	104 KRISTY DR
241065569	11/17/2024 13:59	234.216	KGAL	11/17/2024 13:59	Gallons	1.4	104 KRISTY DR
241065569	11/17/2024 14:59	234.2209	KGAL	11/17/2024 14:59	Gallons	4.9	104 KRISTY DR
241065569	11/17/2024 15:59	234.2239	KGAL	11/17/2024 15:59	Gallons	3	104 KRISTY DR
241065569	11/17/2024 16:59	234.2254	KGAL	11/17/2024 16:59	Gallons	1.5	104 KRISTY DR
241065569	11/17/2024 17:59	234.2279	KGAL	11/17/2024 17:59	Gallons	2.5	104 KRISTY DR
241065569	11/17/2024 18:59	234.2287	KGAL	11/17/2024 18:59	Gallons	0.8	104 KRISTY DR
241065569	11/17/2024 19:59	234.2434	KGAL	11/17/2024 19:59	Gallons	14.7	104 KRISTY DR
241065569	11/17/2024 20:59	234.249	KGAL	11/17/2024 20:59	Gallons	5.6	104 KRISTY DR
241065569	11/17/2024 21:59	234.249	KGAL	11/17/2024 21:59	Gallons	0	104 KRISTY DR
241065569	11/17/2024 22:59	234.2572	KGAL	11/17/2024 22:59	Gallons	8.2	104 KRISTY DR
241065569	11/17/2024 23:59	234.2607	KGAL	11/17/2024 23:59	Gallons	3.5	104 KRISTY DR
241065569	11/18/2024 0:59	234.2607	KGAL	11/18/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/18/2024 1:59	234.2615	KGAL	11/18/2024 1:59	Gallons	0.8	104 KRISTY DR
241065569	11/18/2024 2:59	234.2615	KGAL	11/18/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/18/2024 3:59	234.2648	KGAL	11/18/2024 3:59	Gallons	3.3	104 KRISTY DR
241065569	11/18/2024 4:59	234.2648	KGAL	11/18/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/18/2024 5:59	234.2648	KGAL	11/18/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/18/2024 6:59	234.2679	KGAL	11/18/2024 6:59	Gallons	3.1	104 KRISTY DR
241065569	11/18/2024 7:59	234.268	KGAL	11/18/2024 7:59	Gallons	0.1	104 KRISTY DR
241065569	11/18/2024 8:59	234.2785	KGAL	11/18/2024 8:59	Gallons	10.5	104 KRISTY DR
241065569	11/18/2024 9:59	234.2821	KGAL	11/18/2024 9:59	Gallons	3.6	104 KRISTY DR
241065569	11/18/2024 10:59	234.3013	KGAL	11/18/2024 10:59	Gallons	19.2	104 KRISTY DR
241065569	11/18/2024 11:59	234.3091	KGAL	11/18/2024 11:59	Gallons	7.8	104 KRISTY DR
241065569	11/18/2024 12:59	234.3161	KGAL	11/18/2024 12:59	Gallons	7	104 KRISTY DR
241065569	11/18/2024 13:59	234.3196	KGAL	11/18/2024 13:59	Gallons	3.5	104 KRISTY DR
241065569	11/18/2024 14:59	234.3366	KGAL	11/18/2024 14:59	Gallons	17	104 KRISTY DR
241065569	11/18/2024 15:59	234.3438	KGAL	11/18/2024 15:59	Gallons	7.2	104 KRISTY DR
241065569	11/18/2024 16:59	234.3494	KGAL	11/18/2024 16:59	Gallons	5.6	104 KRISTY DR
241065569	11/18/2024 17:59	234.3548	KGAL	11/18/2024 17:59	Gallons	5.4	104 KRISTY DR
241065569	11/18/2024 18:59	234.357	KGAL	11/18/2024 18:59	Gallons	2.2	104 KRISTY DR
241065569	11/18/2024 19:59	234.3918	KGAL	11/18/2024 19:59	Gallons	34.8	104 KRISTY DR
241065569	11/18/2024 20:59	234.4009	KGAL	11/18/2024 20:59	Gallons	9.1	104 KRISTY DR
241065569	11/18/2024 21:59	234.4035	KGAL	11/18/2024 21:59	Gallons	2.6	104 KRISTY DR
241065569	11/18/2024 22:59	234.4152	KGAL	11/18/2024 22:59	Gallons	11.7	104 KRISTY DR
241065569	11/18/2024 23:59	234.4195	KGAL	11/18/2024 23:59	Gallons	4.3	104 KRISTY DR
241065569	11/19/2024 0:59	234.4195	KGAL	11/19/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/19/2024 1:59	234.4197	KGAL	11/19/2024 1:59	Gallons	0.2	104 KRISTY DR
241065569	11/19/2024 2:59	234.4228	KGAL	11/19/2024 2:59	Gallons	3.1	104 KRISTY DR
241065569	11/19/2024 3:59	234.4229	KGAL	11/19/2024 3:59	Gallons	0.1	104 KRISTY DR
241065569	11/19/2024 4:59	234.4229	KGAL	11/19/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/19/2024 5:59	234.4271	KGAL	11/19/2024 5:59	Gallons	4.2	104 KRISTY DR
241065569	11/19/2024 6:59	234.4291	KGAL	11/19/2024 6:59	Gallons	2	104 KRISTY DR

241065569	11/19/2024 7:59	234.4311	KGAL	11/19/2024 7:59	Gallons	2	104 KRISTY DR
241065569	11/19/2024 8:59	234.4377	KGAL	11/19/2024 8:59	Gallons	6.6	104 KRISTY DR
241065569	11/19/2024 9:59	234.4411	KGAL	11/19/2024 9:59	Gallons	3.4	104 KRISTY DR
241065569	11/19/2024 10:59	234.4468	KGAL	11/19/2024 10:59	Gallons	5.7	104 KRISTY DR
241065569	11/19/2024 11:59	234.4516	KGAL	11/19/2024 11:59	Gallons	4.8	104 KRISTY DR
241065569	11/19/2024 12:59	234.457	KGAL	11/19/2024 12:59	Gallons	5.4	104 KRISTY DR
241065569	11/19/2024 13:59	234.4596	KGAL	11/19/2024 13:59	Gallons	2.6	104 KRISTY DR
241065569	11/19/2024 14:59	234.4696	KGAL	11/19/2024 14:59	Gallons	10	104 KRISTY DR
241065569	11/19/2024 15:59	234.4696	KGAL	11/19/2024 15:59	Gallons	0	104 KRISTY DR
241065569	11/19/2024 16:59	234.4732	KGAL	11/19/2024 16:59	Gallons	3.6	104 KRISTY DR
241065569	11/19/2024 17:59	234.4776	KGAL	11/19/2024 17:59	Gallons	4.4	104 KRISTY DR
241065569	11/19/2024 18:59	234.4837	KGAL	11/19/2024 18:59	Gallons	6.1	104 KRISTY DR
241065569	11/19/2024 19:59	234.4893	KGAL	11/19/2024 19:59	Gallons	5.6	104 KRISTY DR
241065569	11/19/2024 20:59	234.4946	KGAL	11/19/2024 20:59	Gallons	5.3	104 KRISTY DR
241065569	11/19/2024 21:59	234.4981	KGAL	11/19/2024 21:59	Gallons	3.5	104 KRISTY DR
241065569	11/19/2024 22:59	234.5071	KGAL	11/19/2024 22:59	Gallons	9	104 KRISTY DR
241065569	11/19/2024 23:59	234.5071	KGAL	11/19/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 0:59	234.5071	KGAL	11/20/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 1:59	234.5106	KGAL	11/20/2024 1:59	Gallons	3.5	104 KRISTY DR
241065569	11/20/2024 2:59	234.5106	KGAL	11/20/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 3:59	234.5106	KGAL	11/20/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 4:59	234.5106	KGAL	11/20/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 5:59	234.5141	KGAL	11/20/2024 5:59	Gallons	3.5	104 KRISTY DR
241065569	11/20/2024 6:59	234.5195	KGAL	11/20/2024 6:59	Gallons	5.4	104 KRISTY DR
241065569	11/20/2024 7:59	234.5248	KGAL	11/20/2024 7:59	Gallons	5.3	104 KRISTY DR
241065569	11/20/2024 8:59	234.5356	KGAL	11/20/2024 8:59	Gallons	10.8	104 KRISTY DR
241065569	11/20/2024 9:59	234.5409	KGAL	11/20/2024 9:59	Gallons	5.3	104 KRISTY DR
241065569	11/20/2024 10:59	234.5409	KGAL	11/20/2024 10:59	Gallons	-12.1	104 KRISTY DR
241065569	11/20/2024 11:59	234.5288	KGAL	11/20/2024 11:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 12:59	234.5288	KGAL	11/20/2024 12:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 13:59	234.5288	KGAL	11/20/2024 13:59	Gallons	0	104 KRISTY DR
241065569	11/20/2024 14:59	234.5507	KGAL	11/20/2024 14:59	Gallons	21.9	104 KRISTY DR
241065569	11/20/2024 15:59	234.6484	KGAL	11/20/2024 15:59	Gallons	97.7	104 KRISTY DR
241065569	11/20/2024 16:59	234.6536	KGAL	11/20/2024 16:59	Gallons	5.2	104 KRISTY DR
241065569	11/20/2024 17:59	234.6548	KGAL	11/20/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	11/20/2024 18:59	234.6592	KGAL	11/20/2024 18:59	Gallons	4.4	104 KRISTY DR
241065569	11/20/2024 19:59	234.6603	KGAL	11/20/2024 19:59	Gallons	1.1	104 KRISTY DR
241065569	11/20/2024 20:59	234.6797	KGAL	11/20/2024 20:59	Gallons	19.4	104 KRISTY DR
241065569	11/20/2024 21:59	234.7116	KGAL	11/20/2024 21:59	Gallons	31.9	104 KRISTY DR
241065569	11/20/2024 22:59	234.7176	KGAL	11/20/2024 22:59	Gallons	6	104 KRISTY DR
241065569	11/20/2024 23:59	234.72	KGAL	11/20/2024 23:59	Gallons	2.4	104 KRISTY DR
241065569	11/21/2024 0:59	234.7217	KGAL	11/21/2024 0:59	Gallons	1.7	104 KRISTY DR
241065569	11/21/2024 1:59	234.7233	KGAL	11/21/2024 1:59	Gallons	1.6	104 KRISTY DR
241065569	11/21/2024 2:59	234.7248	KGAL	11/21/2024 2:59	Gallons	1.5	104 KRISTY DR

241065569	11/21/2024 3:59	234.7264	KGAL	11/21/2024 3:59	Gallons	1.6	104 KRISTY DR
241065569	11/21/2024 4:59	234.7278	KGAL	11/21/2024 4:59	Gallons	1.4	104 KRISTY DR
241065569	11/21/2024 5:59	234.7427	KGAL	11/21/2024 5:59	Gallons	14.9	104 KRISTY DR
241065569	11/21/2024 6:59	234.7633	KGAL	11/21/2024 6:59	Gallons	20.6	104 KRISTY DR
241065569	11/21/2024 7:59	234.7653	KGAL	11/21/2024 7:59	Gallons	2	104 KRISTY DR
241065569	11/21/2024 8:59	234.7737	KGAL	11/21/2024 8:59	Gallons	8.4	104 KRISTY DR
241065569	11/21/2024 9:59	234.7799	KGAL	11/21/2024 9:59	Gallons	6.2	104 KRISTY DR
241065569	11/21/2024 10:59	234.7914	KGAL	11/21/2024 10:59	Gallons	11.5	104 KRISTY DR
241065569	11/21/2024 11:59	234.8114	KGAL	11/21/2024 11:59	Gallons	20	104 KRISTY DR
241065569	11/21/2024 12:59	234.865	KGAL	11/21/2024 12:59	Gallons	53.6	104 KRISTY DR
241065569	11/21/2024 13:59	234.8995	KGAL	11/21/2024 13:59	Gallons	34.5	104 KRISTY DR
241065569	11/21/2024 14:59	234.9111	KGAL	11/21/2024 14:59	Gallons	11.6	104 KRISTY DR
241065569	11/21/2024 15:59	234.9582	KGAL	11/21/2024 15:59	Gallons	47.1	104 KRISTY DR
241065569	11/21/2024 16:59	234.9594	KGAL	11/21/2024 16:59	Gallons	1.2	104 KRISTY DR
241065569	11/21/2024 17:59	234.9642	KGAL	11/21/2024 17:59	Gallons	4.8	104 KRISTY DR
241065569	11/21/2024 18:59	234.9668	KGAL	11/21/2024 18:59	Gallons	2.6	104 KRISTY DR
241065569	11/21/2024 19:59	234.9688	KGAL	11/21/2024 19:59	Gallons	2	104 KRISTY DR
241065569	11/21/2024 20:59	234.9738	KGAL	11/21/2024 20:59	Gallons	5	104 KRISTY DR
241065569	11/21/2024 21:59	234.9779	KGAL	11/21/2024 21:59	Gallons	4.1	104 KRISTY DR
241065569	11/21/2024 22:59	234.9832	KGAL	11/21/2024 22:59	Gallons	5.3	104 KRISTY DR
241065569	11/21/2024 23:59	234.9833	KGAL	11/21/2024 23:59	Gallons	0.1	104 KRISTY DR
241065569	11/22/2024 0:59	234.9871	KGAL	11/22/2024 0:59	Gallons	3.8	104 KRISTY DR
241065569	11/22/2024 1:59	234.9871	KGAL	11/22/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/22/2024 2:59	234.9871	KGAL	11/22/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/22/2024 3:59	234.9871	KGAL	11/22/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/22/2024 4:59	234.9871	KGAL	11/22/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/22/2024 5:59	234.9892	KGAL	11/22/2024 5:59	Gallons	2.1	104 KRISTY DR
241065569	11/22/2024 6:59	234.9892	KGAL	11/22/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/22/2024 7:59	234.9911	KGAL	11/22/2024 7:59	Gallons	1.9	104 KRISTY DR
241065569	11/22/2024 8:59	234.9963	KGAL	11/22/2024 8:59	Gallons	5.2	104 KRISTY DR
241065569	11/22/2024 9:59	235.0038	KGAL	11/22/2024 9:59	Gallons	7.5	104 KRISTY DR
241065569	11/22/2024 10:59	235.0084	KGAL	11/22/2024 10:59	Gallons	4.6	104 KRISTY DR
241065569	11/22/2024 11:59	235.0157	KGAL	11/22/2024 11:59	Gallons	7.3	104 KRISTY DR
241065569	11/22/2024 12:59	235.0158	KGAL	11/22/2024 12:59	Gallons	0.1	104 KRISTY DR
241065569	11/22/2024 13:59	235.0177	KGAL	11/22/2024 13:59	Gallons	1.9	104 KRISTY DR
241065569	11/22/2024 14:59	235.0196	KGAL	11/22/2024 14:59	Gallons	1.9	104 KRISTY DR
241065569	11/22/2024 15:59	235.0229	KGAL	11/22/2024 15:59	Gallons	3.3	104 KRISTY DR
241065569	11/22/2024 16:59	235.026	KGAL	11/22/2024 16:59	Gallons	3.1	104 KRISTY DR
241065569	11/22/2024 17:59	235.0294	KGAL	11/22/2024 17:59	Gallons	3.4	104 KRISTY DR
241065569	11/22/2024 18:59	235.0316	KGAL	11/22/2024 18:59	Gallons	2.2	104 KRISTY DR
241065569	11/22/2024 19:59	235.0349	KGAL	11/22/2024 19:59	Gallons	3.3	104 KRISTY DR
241065569	11/22/2024 20:59	235.0397	KGAL	11/22/2024 20:59	Gallons	4.8	104 KRISTY DR
241065569	11/22/2024 21:59	235.0423	KGAL	11/22/2024 21:59	Gallons	2.6	104 KRISTY DR
241065569	11/22/2024 22:59	235.0459	KGAL	11/22/2024 22:59	Gallons	3.6	104 KRISTY DR

241065569	11/22/2024 23:59	235.0472	KGAL	11/22/2024 23:59	Gallons	1.3	104 KRISTY DR
241065569	11/23/2024 0:59	235.0513	KGAL	11/23/2024 0:59	Gallons	4.1	104 KRISTY DR
241065569	11/23/2024 1:59	235.0548	KGAL	11/23/2024 1:59	Gallons	3.5	104 KRISTY DR
241065569	11/23/2024 2:59	235.0548	KGAL	11/23/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/23/2024 3:59	235.0548	KGAL	11/23/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/23/2024 4:59	235.0548	KGAL	11/23/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/23/2024 5:59	235.0568	KGAL	11/23/2024 5:59	Gallons	2	104 KRISTY DR
241065569	11/23/2024 6:59	235.06	KGAL	11/23/2024 6:59	Gallons	3.2	104 KRISTY DR
241065569	11/23/2024 7:59	235.0619	KGAL	11/23/2024 7:59	Gallons	1.9	104 KRISTY DR
241065569	11/23/2024 8:59	235.0641	KGAL	11/23/2024 8:59	Gallons	2.2	104 KRISTY DR
241065569	11/23/2024 9:59	235.0704	KGAL	11/23/2024 9:59	Gallons	6.3	104 KRISTY DR
241065569	11/23/2024 10:59	235.0734	KGAL	11/23/2024 10:59	Gallons	3	104 KRISTY DR
241065569	11/23/2024 11:59	235.0825	KGAL	11/23/2024 11:59	Gallons	9.1	104 KRISTY DR
241065569	11/23/2024 12:59	235.0894	KGAL	11/23/2024 12:59	Gallons	6.9	104 KRISTY DR
241065569	11/23/2024 13:59	235.0915	KGAL	11/23/2024 13:59	Gallons	2.1	104 KRISTY DR
241065569	11/23/2024 14:59	235.1118	KGAL	11/23/2024 14:59	Gallons	20.3	104 KRISTY DR
241065569	11/23/2024 15:59	235.1148	KGAL	11/23/2024 15:59	Gallons	3	104 KRISTY DR
241065569	11/23/2024 16:59	235.1174	KGAL	11/23/2024 16:59	Gallons	2.6	104 KRISTY DR
241065569	11/23/2024 17:59	235.1214	KGAL	11/23/2024 17:59	Gallons	4	104 KRISTY DR
241065569	11/23/2024 18:59	235.1215	KGAL	11/23/2024 18:59	Gallons	0.1	104 KRISTY DR
241065569	11/23/2024 19:59	235.1238	KGAL	11/23/2024 19:59	Gallons	2.3	104 KRISTY DR
241065569	11/23/2024 20:59	235.1299	KGAL	11/23/2024 20:59	Gallons	6.1	104 KRISTY DR
241065569	11/23/2024 21:59	235.133	KGAL	11/23/2024 21:59	Gallons	3.1	104 KRISTY DR
241065569	11/23/2024 22:59	235.1331	KGAL	11/23/2024 22:59	Gallons	0.1	104 KRISTY DR
241065569	11/23/2024 23:59	235.1387	KGAL	11/23/2024 23:59	Gallons	5.6	104 KRISTY DR
241065569	11/24/2024 0:59	235.1387	KGAL	11/24/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 1:59	235.1387	KGAL	11/24/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 2:59	235.1387	KGAL	11/24/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 3:59	235.1387	KGAL	11/24/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 4:59	235.1387	KGAL	11/24/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 5:59	235.1387	KGAL	11/24/2024 5:59	Gallons	0	104 KRISTY DR
241065569	11/24/2024 6:59	235.1389	KGAL	11/24/2024 6:59	Gallons	0.2	104 KRISTY DR
241065569	11/24/2024 7:59	235.141	KGAL	11/24/2024 7:59	Gallons	2.1	104 KRISTY DR
241065569	11/24/2024 8:59	235.1474	KGAL	11/24/2024 8:59	Gallons	6.4	104 KRISTY DR
241065569	11/24/2024 9:59	235.1495	KGAL	11/24/2024 9:59	Gallons	2.1	104 KRISTY DR
241065569	11/24/2024 10:59	235.1515	KGAL	11/24/2024 10:59	Gallons	2	104 KRISTY DR
241065569	11/24/2024 11:59	235.153	KGAL	11/24/2024 11:59	Gallons	1.5	104 KRISTY DR
241065569	11/24/2024 12:59	235.16	KGAL	11/24/2024 12:59	Gallons	7	104 KRISTY DR
241065569	11/24/2024 13:59	235.1719	KGAL	11/24/2024 13:59	Gallons	11.9	104 KRISTY DR
241065569	11/24/2024 14:59	235.1737	KGAL	11/24/2024 14:59	Gallons	1.8	104 KRISTY DR
241065569	11/24/2024 15:59	235.1751	KGAL	11/24/2024 15:59	Gallons	1.4	104 KRISTY DR
241065569	11/24/2024 16:59	235.1805	KGAL	11/24/2024 16:59	Gallons	5.4	104 KRISTY DR
241065569	11/24/2024 17:59	235.1808	KGAL	11/24/2024 17:59	Gallons	0.3	104 KRISTY DR
241065569	11/24/2024 18:59	235.1883	KGAL	11/24/2024 18:59	Gallons	7.5	104 KRISTY DR

241065569	11/24/2024 19:59	235.192	KGAL	11/24/2024 19:59	Gallons	3.7	104 KRISTY DR
241065569	11/24/2024 20:59	235.1946	KGAL	11/24/2024 20:59	Gallons	2.6	104 KRISTY DR
241065569	11/24/2024 21:59	235.1959	KGAL	11/24/2024 21:59	Gallons	1.3	104 KRISTY DR
241065569	11/24/2024 22:59	235.2093	KGAL	11/24/2024 22:59	Gallons	13.4	104 KRISTY DR
241065569	11/24/2024 23:59	235.2101	KGAL	11/24/2024 23:59	Gallons	0.8	104 KRISTY DR
241065569	11/25/2024 0:59	235.2101	KGAL	11/25/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 1:59	235.2101	KGAL	11/25/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 2:59	235.2101	KGAL	11/25/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 3:59	235.2101	KGAL	11/25/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 4:59	235.2101	KGAL	11/25/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 5:59	235.2164	KGAL	11/25/2024 5:59	Gallons	6.3	104 KRISTY DR
241065569	11/25/2024 6:59	235.2164	KGAL	11/25/2024 6:59	Gallons	0	104 KRISTY DR
241065569	11/25/2024 7:59	235.2232	KGAL	11/25/2024 7:59	Gallons	6.8	104 KRISTY DR
241065569	11/25/2024 8:59	235.2241	KGAL	11/25/2024 8:59	Gallons	0.9	104 KRISTY DR
241065569	11/25/2024 9:59	235.2274	KGAL	11/25/2024 9:59	Gallons	3.3	104 KRISTY DR
241065569	11/25/2024 10:59	235.2332	KGAL	11/25/2024 10:59	Gallons	5.8	104 KRISTY DR
241065569	11/25/2024 11:59	235.2416	KGAL	11/25/2024 11:59	Gallons	8.4	104 KRISTY DR
241065569	11/25/2024 12:59	235.2467	KGAL	11/25/2024 12:59	Gallons	5.1	104 KRISTY DR
241065569	11/25/2024 13:59	235.2494	KGAL	11/25/2024 13:59	Gallons	2.7	104 KRISTY DR
241065569	11/25/2024 14:59	235.2542	KGAL	11/25/2024 14:59	Gallons	4.8	104 KRISTY DR
241065569	11/25/2024 15:59	235.2577	KGAL	11/25/2024 15:59	Gallons	3.5	104 KRISTY DR
241065569	11/25/2024 16:59	235.2625	KGAL	11/25/2024 16:59	Gallons	4.8	104 KRISTY DR
241065569	11/25/2024 17:59	235.267	KGAL	11/25/2024 17:59	Gallons	4.5	104 KRISTY DR
241065569	11/25/2024 18:59	235.2675	KGAL	11/25/2024 18:59	Gallons	0.5	104 KRISTY DR
241065569	11/25/2024 19:59	235.2711	KGAL	11/25/2024 19:59	Gallons	3.6	104 KRISTY DR
241065569	11/25/2024 20:59	235.2734	KGAL	11/25/2024 20:59	Gallons	2.3	104 KRISTY DR
241065569	11/25/2024 21:59	235.2837	KGAL	11/25/2024 21:59	Gallons	10.3	104 KRISTY DR
241065569	11/25/2024 22:59	235.2901	KGAL	11/25/2024 22:59	Gallons	6.4	104 KRISTY DR
241065569	11/25/2024 23:59	235.2901	KGAL	11/25/2024 23:59	Gallons	0	104 KRISTY DR
241065569	11/26/2024 0:59	235.2936	KGAL	11/26/2024 0:59	Gallons	3.5	104 KRISTY DR
241065569	11/26/2024 1:59	235.2946	KGAL	11/26/2024 1:59	Gallons	1	104 KRISTY DR
241065569	11/26/2024 2:59	235.2946	KGAL	11/26/2024 2:59	Gallons	0	104 KRISTY DR
241065569	11/26/2024 3:59	235.2967	KGAL	11/26/2024 3:59	Gallons	2.1	104 KRISTY DR
241065569	11/26/2024 4:59	235.2967	KGAL	11/26/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/26/2024 5:59	235.3012	KGAL	11/26/2024 5:59	Gallons	4.5	104 KRISTY DR
241065569	11/26/2024 6:59	235.3031	KGAL	11/26/2024 6:59	Gallons	1.9	104 KRISTY DR
241065569	11/26/2024 7:59	235.3349	KGAL	11/26/2024 7:59	Gallons	31.8	104 KRISTY DR
241065569	11/26/2024 8:59	235.3404	KGAL	11/26/2024 8:59	Gallons	5.5	104 KRISTY DR
241065569	11/26/2024 9:59	235.3419	KGAL	11/26/2024 9:59	Gallons	1.5	104 KRISTY DR
241065569	11/26/2024 10:59	235.3492	KGAL	11/26/2024 10:59	Gallons	7.3	104 KRISTY DR
241065569	11/26/2024 11:59	235.352	KGAL	11/26/2024 11:59	Gallons	2.8	104 KRISTY DR
241065569	11/26/2024 12:59	235.3538	KGAL	11/26/2024 12:59	Gallons	1.8	104 KRISTY DR
241065569	11/26/2024 13:59	235.3551	KGAL	11/26/2024 13:59	Gallons	1.3	104 KRISTY DR
241065569	11/26/2024 14:59	235.3568	KGAL	11/26/2024 14:59	Gallons	1.7	104 KRISTY DR

241065569	11/26/2024 15:59	235.3585	KGAL	11/26/2024 15:59	Gallons	1.7	104 KRISTY DR
241065569	11/26/2024 16:59	235.385	KGAL	11/26/2024 16:59	Gallons	26.5	104 KRISTY DR
241065569	11/26/2024 17:59	235.3852	KGAL	11/26/2024 17:59	Gallons	0.2	104 KRISTY DR
241065569	11/26/2024 18:59	235.391	KGAL	11/26/2024 18:59	Gallons	5.8	104 KRISTY DR
241065569	11/26/2024 19:59	235.4305	KGAL	11/26/2024 19:59	Gallons	39.5	104 KRISTY DR
241065569	11/26/2024 20:59	235.4337	KGAL	11/26/2024 20:59	Gallons	3.2	104 KRISTY DR
241065569	11/26/2024 21:59	235.4392	KGAL	11/26/2024 21:59	Gallons	5.5	104 KRISTY DR
241065569	11/26/2024 22:59	235.4453	KGAL	11/26/2024 22:59	Gallons	6.1	104 KRISTY DR
241065569	11/26/2024 23:59	235.4502	KGAL	11/26/2024 23:59	Gallons	4.9	104 KRISTY DR
241065569	11/27/2024 0:59	235.4562	KGAL	11/27/2024 0:59	Gallons	6	104 KRISTY DR
241065569	11/27/2024 1:59	235.4562	KGAL	11/27/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/27/2024 2:59	235.4636	KGAL	11/27/2024 2:59	Gallons	7.4	104 KRISTY DR
241065569	11/27/2024 3:59	235.4644	KGAL	11/27/2024 3:59	Gallons	0.8	104 KRISTY DR
241065569	11/27/2024 4:59	235.4645	KGAL	11/27/2024 4:59	Gallons	0.1	104 KRISTY DR
241065569	11/27/2024 5:59	235.4714	KGAL	11/27/2024 5:59	Gallons	6.9	104 KRISTY DR
241065569	11/27/2024 6:59	235.4729	KGAL	11/27/2024 6:59	Gallons	1.5	104 KRISTY DR
241065569	11/27/2024 7:59	235.4748	KGAL	11/27/2024 7:59	Gallons	1.9	104 KRISTY DR
241065569	11/27/2024 8:59	235.4845	KGAL	11/27/2024 8:59	Gallons	9.7	104 KRISTY DR
241065569	11/27/2024 9:59	235.4916	KGAL	11/27/2024 9:59	Gallons	7.1	104 KRISTY DR
241065569	11/27/2024 10:59	235.4986	KGAL	11/27/2024 10:59	Gallons	7	104 KRISTY DR
241065569	11/27/2024 11:59	235.5135	KGAL	11/27/2024 11:59	Gallons	14.9	104 KRISTY DR
241065569	11/27/2024 12:59	235.5851	KGAL	11/27/2024 12:59	Gallons	71.6	104 KRISTY DR
241065569	11/27/2024 13:59	235.5917	KGAL	11/27/2024 13:59	Gallons	6.6	104 KRISTY DR
241065569	11/27/2024 14:59	235.5934	KGAL	11/27/2024 14:59	Gallons	1.7	104 KRISTY DR
241065569	11/27/2024 15:59	235.6005	KGAL	11/27/2024 15:59	Gallons	7.1	104 KRISTY DR
241065569	11/27/2024 16:59	235.6024	KGAL	11/27/2024 16:59	Gallons	1.9	104 KRISTY DR
241065569	11/27/2024 17:59	235.6703	KGAL	11/27/2024 17:59	Gallons	67.9	104 KRISTY DR
241065569	11/27/2024 18:59	235.6798	KGAL	11/27/2024 18:59	Gallons	9.5	104 KRISTY DR
241065569	11/27/2024 19:59	235.6946	KGAL	11/27/2024 19:59	Gallons	14.8	104 KRISTY DR
241065569	11/27/2024 20:59	235.6959	KGAL	11/27/2024 20:59	Gallons	1.3	104 KRISTY DR
241065569	11/27/2024 21:59	235.698	KGAL	11/27/2024 21:59	Gallons	2.1	104 KRISTY DR
241065569	11/27/2024 22:59	235.7104	KGAL	11/27/2024 22:59	Gallons	12.4	104 KRISTY DR
241065569	11/27/2024 23:59	235.7118	KGAL	11/27/2024 23:59	Gallons	1.4	104 KRISTY DR
241065569	11/28/2024 0:59	235.7118	KGAL	11/28/2024 0:59	Gallons	0	104 KRISTY DR
241065569	11/28/2024 1:59	235.7118	KGAL	11/28/2024 1:59	Gallons	0	104 KRISTY DR
241065569	11/28/2024 2:59	235.7133	KGAL	11/28/2024 2:59	Gallons	1.5	104 KRISTY DR
241065569	11/28/2024 3:59	235.7133	KGAL	11/28/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/28/2024 4:59	235.7152	KGAL	11/28/2024 4:59	Gallons	1.9	104 KRISTY DR
241065569	11/28/2024 5:59	235.7194	KGAL	11/28/2024 5:59	Gallons	4.2	104 KRISTY DR
241065569	11/28/2024 6:59	235.7235	KGAL	11/28/2024 6:59	Gallons	4.1	104 KRISTY DR
241065569	11/28/2024 7:59	235.7287	KGAL	11/28/2024 7:59	Gallons	5.2	104 KRISTY DR
241065569	11/28/2024 8:59	235.7344	KGAL	11/28/2024 8:59	Gallons	5.7	104 KRISTY DR
241065569	11/28/2024 9:59	235.7422	KGAL	11/28/2024 9:59	Gallons	7.8	104 KRISTY DR
241065569	11/28/2024 10:59	235.7536	KGAL	11/28/2024 10:59	Gallons	11.4	104 KRISTY DR

241065569	11/28/2024 11:59	235.7609	KGAL	11/28/2024 11:59	Gallons	7.3	104 KRISTY DR
241065569	11/28/2024 12:59	235.8015	KGAL	11/28/2024 12:59	Gallons	40.6	104 KRISTY DR
241065569	11/28/2024 13:59	235.8275	KGAL	11/28/2024 13:59	Gallons	26	104 KRISTY DR
241065569	11/28/2024 14:59	235.8381	KGAL	11/28/2024 14:59	Gallons	10.6	104 KRISTY DR
241065569	11/28/2024 15:59	235.8479	KGAL	11/28/2024 15:59	Gallons	9.8	104 KRISTY DR
241065569	11/28/2024 16:59	235.8563	KGAL	11/28/2024 16:59	Gallons	8.4	104 KRISTY DR
241065569	11/28/2024 17:59	235.8811	KGAL	11/28/2024 17:59	Gallons	24.8	104 KRISTY DR
241065569	11/28/2024 18:59	235.8842	KGAL	11/28/2024 18:59	Gallons	3.1	104 KRISTY DR
241065569	11/28/2024 19:59	235.8927	KGAL	11/28/2024 19:59	Gallons	8.5	104 KRISTY DR
241065569	11/28/2024 20:59	235.9021	KGAL	11/28/2024 20:59	Gallons	9.4	104 KRISTY DR
241065569	11/28/2024 21:59	235.9082	KGAL	11/28/2024 21:59	Gallons	6.1	104 KRISTY DR
241065569	11/28/2024 22:59	235.92	KGAL	11/28/2024 22:59	Gallons	11.8	104 KRISTY DR
241065569	11/28/2024 23:59	235.929	KGAL	11/28/2024 23:59	Gallons	9	104 KRISTY DR
241065569	11/29/2024 0:59	235.9301	KGAL	11/29/2024 0:59	Gallons	1.1	104 KRISTY DR
241065569	11/29/2024 1:59	235.9339	KGAL	11/29/2024 1:59	Gallons	3.8	104 KRISTY DR
241065569	11/29/2024 2:59	235.936	KGAL	11/29/2024 2:59	Gallons	2.1	104 KRISTY DR
241065569	11/29/2024 3:59	235.936	KGAL	11/29/2024 3:59	Gallons	0	104 KRISTY DR
241065569	11/29/2024 4:59	235.9381	KGAL	11/29/2024 4:59	Gallons	2.1	104 KRISTY DR
241065569	11/29/2024 5:59	235.9447	KGAL	11/29/2024 5:59	Gallons	6.6	104 KRISTY DR
241065569	11/29/2024 6:59	235.9467	KGAL	11/29/2024 6:59	Gallons	2	104 KRISTY DR
241065569	11/29/2024 7:59	235.9506	KGAL	11/29/2024 7:59	Gallons	3.9	104 KRISTY DR
241065569	11/29/2024 8:59	235.9531	KGAL	11/29/2024 8:59	Gallons	2.5	104 KRISTY DR
241065569	11/29/2024 9:59	235.966	KGAL	11/29/2024 9:59	Gallons	12.9	104 KRISTY DR
241065569	11/29/2024 10:59	235.9704	KGAL	11/29/2024 10:59	Gallons	4.4	104 KRISTY DR
241065569	11/29/2024 11:59	235.9755	KGAL	11/29/2024 11:59	Gallons	5.1	104 KRISTY DR
241065569	11/29/2024 12:59	235.9824	KGAL	11/29/2024 12:59	Gallons	6.9	104 KRISTY DR
241065569	11/29/2024 13:59	235.9838	KGAL	11/29/2024 13:59	Gallons	1.4	104 KRISTY DR
241065569	11/29/2024 14:59	235.9922	KGAL	11/29/2024 14:59	Gallons	8.4	104 KRISTY DR
241065569	11/29/2024 15:59	235.9978	KGAL	11/29/2024 15:59	Gallons	5.6	104 KRISTY DR
241065569	11/29/2024 16:59	236.0008	KGAL	11/29/2024 16:59	Gallons	3	104 KRISTY DR
241065569	11/29/2024 17:59	236.0075	KGAL	11/29/2024 17:59	Gallons	6.7	104 KRISTY DR
241065569	11/29/2024 18:59	236.0365	KGAL	11/29/2024 18:59	Gallons	29	104 KRISTY DR
241065569	11/29/2024 19:59	236.0978	KGAL	11/29/2024 19:59	Gallons	61.3	104 KRISTY DR
241065569	11/29/2024 20:59	236.1033	KGAL	11/29/2024 20:59	Gallons	5.5	104 KRISTY DR
241065569	11/29/2024 21:59	236.1234	KGAL	11/29/2024 21:59	Gallons	20.1	104 KRISTY DR
241065569	11/29/2024 22:59	236.1311	KGAL	11/29/2024 22:59	Gallons	7.7	104 KRISTY DR
241065569	11/29/2024 23:59	236.1414	KGAL	11/29/2024 23:59	Gallons	10.3	104 KRISTY DR
241065569	11/30/2024 0:59	236.1544	KGAL	11/30/2024 0:59	Gallons	13	104 KRISTY DR
241065569	11/30/2024 1:59	236.1545	KGAL	11/30/2024 1:59	Gallons	0.1	104 KRISTY DR
241065569	11/30/2024 2:59	236.1546	KGAL	11/30/2024 2:59	Gallons	0.1	104 KRISTY DR
241065569	11/30/2024 3:59	236.1567	KGAL	11/30/2024 3:59	Gallons	2.1	104 KRISTY DR
241065569	11/30/2024 4:59	236.1567	KGAL	11/30/2024 4:59	Gallons	0	104 KRISTY DR
241065569	11/30/2024 5:59	236.1624	KGAL	11/30/2024 5:59	Gallons	5.7	104 KRISTY DR
241065569	11/30/2024 6:59	236.1694	KGAL	11/30/2024 6:59	Gallons	7	104 KRISTY DR

241065569	11/30/2024 7:59	236.1731	KGAL	11/30/2024 7:59	Gallons	3.7	104 KRISTY DR
241065569	11/30/2024 8:59	236.1768	KGAL	11/30/2024 8:59	Gallons	3.7	104 KRISTY DR
241065569	11/30/2024 9:59	236.1932	KGAL	11/30/2024 9:59	Gallons	16.4	104 KRISTY DR
241065569	11/30/2024 10:59	236.2274	KGAL	11/30/2024 10:59	Gallons	34.2	104 KRISTY DR
241065569	11/30/2024 11:59	236.236	KGAL	11/30/2024 11:59	Gallons	8.6	104 KRISTY DR
241065569	11/30/2024 12:59	236.2534	KGAL	11/30/2024 12:59	Gallons	17.4	104 KRISTY DR
241065569	11/30/2024 13:59	236.2588	KGAL	11/30/2024 13:59	Gallons	5.4	104 KRISTY DR
241065569	11/30/2024 14:59	236.2709	KGAL	11/30/2024 14:59	Gallons	12.1	104 KRISTY DR
241065569	11/30/2024 15:59	236.3064	KGAL	11/30/2024 15:59	Gallons	35.5	104 KRISTY DR
241065569	11/30/2024 16:59	236.323	KGAL	11/30/2024 16:59	Gallons	16.6	104 KRISTY DR
241065569	11/30/2024 17:59	236.3302	KGAL	11/30/2024 17:59	Gallons	7.2	104 KRISTY DR
241065569	11/30/2024 18:59	236.3543	KGAL	11/30/2024 18:59	Gallons	24.1	104 KRISTY DR
241065569	11/30/2024 19:59	236.3584	KGAL	11/30/2024 19:59	Gallons	4.1	104 KRISTY DR
241065569	11/30/2024 20:59	236.3607	KGAL	11/30/2024 20:59	Gallons	2.3	104 KRISTY DR
241065569	11/30/2024 21:59	236.368	KGAL	11/30/2024 21:59	Gallons	7.3	104 KRISTY DR
241065569	11/30/2024 22:59	236.3806	KGAL	11/30/2024 22:59	Gallons	12.6	104 KRISTY DR
241065569	11/30/2024 23:59	236.3847	KGAL	11/30/2024 23:59	Gallons	4.1	104 KRISTY DR
241065569	12/1/2024 0:59	236.3894	KGAL	12/1/2024 0:59	Gallons	4.7	104 KRISTY DR
241065569	12/1/2024 1:59	236.3945	KGAL	12/1/2024 1:59	Gallons	5.1	104 KRISTY DR
241065569	12/1/2024 2:59	236.3945	KGAL	12/1/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/1/2024 3:59	236.396	KGAL	12/1/2024 3:59	Gallons	1.5	104 KRISTY DR
241065569	12/1/2024 4:59	236.396	KGAL	12/1/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/1/2024 5:59	236.3962	KGAL	12/1/2024 5:59	Gallons	0.2	104 KRISTY DR
241065569	12/1/2024 6:59	236.4039	KGAL	12/1/2024 6:59	Gallons	7.7	104 KRISTY DR
241065569	12/1/2024 7:59	236.4059	KGAL	12/1/2024 7:59	Gallons	2	104 KRISTY DR
241065569	12/1/2024 8:59	236.4138	KGAL	12/1/2024 8:59	Gallons	7.9	104 KRISTY DR
241065569	12/1/2024 9:59	236.422	KGAL	12/1/2024 9:59	Gallons	8.2	104 KRISTY DR
241065569	12/1/2024 10:59	236.4414	KGAL	12/1/2024 10:59	Gallons	19.4	104 KRISTY DR
241065569	12/1/2024 11:59	236.5851	KGAL	12/1/2024 11:59	Gallons	143.7	104 KRISTY DR
241065569	12/1/2024 12:59	236.5976	KGAL	12/1/2024 12:59	Gallons	12.5	104 KRISTY DR
241065569	12/1/2024 13:59	236.61	KGAL	12/1/2024 13:59	Gallons	12.4	104 KRISTY DR
241065569	12/1/2024 14:59	236.6231	KGAL	12/1/2024 14:59	Gallons	13.1	104 KRISTY DR
241065569	12/1/2024 15:59	236.6231	KGAL	12/1/2024 15:59	Gallons	0	104 KRISTY DR
241065569	12/1/2024 16:59	236.6333	KGAL	12/1/2024 16:59	Gallons	10.2	104 KRISTY DR
241065569	12/1/2024 17:59	236.6505	KGAL	12/1/2024 17:59	Gallons	17.2	104 KRISTY DR
241065569	12/1/2024 18:59	236.6657	KGAL	12/1/2024 18:59	Gallons	15.2	104 KRISTY DR
241065569	12/1/2024 19:59	236.6704	KGAL	12/1/2024 19:59	Gallons	4.7	104 KRISTY DR
241065569	12/1/2024 20:59	236.6722	KGAL	12/1/2024 20:59	Gallons	1.8	104 KRISTY DR
241065569	12/1/2024 21:59	236.6824	KGAL	12/1/2024 21:59	Gallons	10.2	104 KRISTY DR
241065569	12/1/2024 22:59	236.6891	KGAL	12/1/2024 22:59	Gallons	6.7	104 KRISTY DR
241065569	12/1/2024 23:59	236.6914	KGAL	12/1/2024 23:59	Gallons	2.3	104 KRISTY DR
241065569	12/2/2024 0:59	236.6914	KGAL	12/2/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/2/2024 1:59	236.6914	KGAL	12/2/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/2/2024 2:59	236.6914	KGAL	12/2/2024 2:59	Gallons	0	104 KRISTY DR

241065569	12/2/2024 3:59	236.6914	KGAL	12/2/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/2/2024 4:59	236.6921	KGAL	12/2/2024 4:59	Gallons	0.7	104 KRISTY DR
241065569	12/2/2024 5:59	236.6947	KGAL	12/2/2024 5:59	Gallons	2.6	104 KRISTY DR
241065569	12/2/2024 6:59	236.6947	KGAL	12/2/2024 6:59	Gallons	0	104 KRISTY DR
241065569	12/2/2024 7:59	236.6967	KGAL	12/2/2024 7:59	Gallons	2	104 KRISTY DR
241065569	12/2/2024 8:59	236.6991	KGAL	12/2/2024 8:59	Gallons	2.4	104 KRISTY DR
241065569	12/2/2024 9:59	236.6998	KGAL	12/2/2024 9:59	Gallons	0.7	104 KRISTY DR
241065569	12/2/2024 10:59	236.7189	KGAL	12/2/2024 10:59	Gallons	19.1	104 KRISTY DR
241065569	12/2/2024 11:59	236.7296	KGAL	12/2/2024 11:59	Gallons	10.7	104 KRISTY DR
241065569	12/2/2024 12:59	236.7335	KGAL	12/2/2024 12:59	Gallons	3.9	104 KRISTY DR
241065569	12/2/2024 13:59	236.742	KGAL	12/2/2024 13:59	Gallons	8.5	104 KRISTY DR
241065569	12/2/2024 14:59	236.756	KGAL	12/2/2024 14:59	Gallons	14	104 KRISTY DR
241065569	12/2/2024 15:59	236.7561	KGAL	12/2/2024 15:59	Gallons	0.1	104 KRISTY DR
241065569	12/2/2024 16:59	236.7619	KGAL	12/2/2024 16:59	Gallons	5.8	104 KRISTY DR
241065569	12/2/2024 17:59	236.7632	KGAL	12/2/2024 17:59	Gallons	1.3	104 KRISTY DR
241065569	12/2/2024 18:59	236.7632	KGAL	12/2/2024 18:59	Gallons	0	104 KRISTY DR
241065569	12/2/2024 19:59	236.7635	KGAL	12/2/2024 19:59	Gallons	0.3	104 KRISTY DR
241065569	12/2/2024 20:59	236.7665	KGAL	12/2/2024 20:59	Gallons	3	104 KRISTY DR
241065569	12/2/2024 21:59	236.7686	KGAL	12/2/2024 21:59	Gallons	2.1	104 KRISTY DR
241065569	12/2/2024 22:59	236.7727	KGAL	12/2/2024 22:59	Gallons	4.1	104 KRISTY DR
241065569	12/2/2024 23:59	236.7765	KGAL	12/2/2024 23:59	Gallons	3.8	104 KRISTY DR
241065569	12/3/2024 0:59	236.7765	KGAL	12/3/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 1:59	236.7765	KGAL	12/3/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 2:59	236.7765	KGAL	12/3/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 3:59	236.7765	KGAL	12/3/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 4:59	236.7765	KGAL	12/3/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 5:59	236.7814	KGAL	12/3/2024 5:59	Gallons	4.9	104 KRISTY DR
241065569	12/3/2024 6:59	236.7834	KGAL	12/3/2024 6:59	Gallons	2	104 KRISTY DR
241065569	12/3/2024 7:59	236.7905	KGAL	12/3/2024 7:59	Gallons	7.1	104 KRISTY DR
241065569	12/3/2024 8:59	236.7914	KGAL	12/3/2024 8:59	Gallons	0.9	104 KRISTY DR
241065569	12/3/2024 9:59	236.7933	KGAL	12/3/2024 9:59	Gallons	1.9	104 KRISTY DR
241065569	12/3/2024 10:59	236.7952	KGAL	12/3/2024 10:59	Gallons	1.9	104 KRISTY DR
241065569	12/3/2024 11:59	236.7973	KGAL	12/3/2024 11:59	Gallons	2.1	104 KRISTY DR
241065569	12/3/2024 12:59	236.7975	KGAL	12/3/2024 12:59	Gallons	0.2	104 KRISTY DR
241065569	12/3/2024 13:59	236.7975	KGAL	12/3/2024 13:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 14:59	236.7994	KGAL	12/3/2024 14:59	Gallons	1.9	104 KRISTY DR
241065569	12/3/2024 15:59	236.8013	KGAL	12/3/2024 15:59	Gallons	1.9	104 KRISTY DR
241065569	12/3/2024 16:59	236.8026	KGAL	12/3/2024 16:59	Gallons	1.3	104 KRISTY DR
241065569	12/3/2024 17:59	236.8033	KGAL	12/3/2024 17:59	Gallons	0.7	104 KRISTY DR
241065569	12/3/2024 18:59	236.8048	KGAL	12/3/2024 18:59	Gallons	1.5	104 KRISTY DR
241065569	12/3/2024 19:59	236.806	KGAL	12/3/2024 19:59	Gallons	1.2	104 KRISTY DR
241065569	12/3/2024 20:59	236.8464	KGAL	12/3/2024 20:59	Gallons	40.4	104 KRISTY DR
241065569	12/3/2024 21:59	236.8464	KGAL	12/3/2024 21:59	Gallons	0	104 KRISTY DR
241065569	12/3/2024 22:59	236.8502	KGAL	12/3/2024 22:59	Gallons	3.8	104 KRISTY DR

241065569	12/3/2024 23:59	236.8503	KGAL	12/3/2024 23:59	Gallons	0.1	104 KRISTY DR
241065569	12/4/2024 0:59	236.8503	KGAL	12/4/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 1:59	236.8503	KGAL	12/4/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 2:59	236.8503	KGAL	12/4/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 3:59	236.8503	KGAL	12/4/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 4:59	236.8503	KGAL	12/4/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 5:59	236.8561	KGAL	12/4/2024 5:59	Gallons	5.8	104 KRISTY DR
241065569	12/4/2024 6:59	236.8562	KGAL	12/4/2024 6:59	Gallons	0.1	104 KRISTY DR
241065569	12/4/2024 7:59	236.8582	KGAL	12/4/2024 7:59	Gallons	2	104 KRISTY DR
241065569	12/4/2024 8:59	236.8582	KGAL	12/4/2024 8:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 9:59	236.859	KGAL	12/4/2024 9:59	Gallons	0.8	104 KRISTY DR
241065569	12/4/2024 10:59	236.8609	KGAL	12/4/2024 10:59	Gallons	1.9	104 KRISTY DR
241065569	12/4/2024 11:59	236.8627	KGAL	12/4/2024 11:59	Gallons	1.8	104 KRISTY DR
241065569	12/4/2024 12:59	236.8627	KGAL	12/4/2024 12:59	Gallons	0	104 KRISTY DR
241065569	12/4/2024 13:59	236.8667	KGAL	12/4/2024 13:59	Gallons	4	104 KRISTY DR
241065569	12/4/2024 14:59	236.8685	KGAL	12/4/2024 14:59	Gallons	1.8	104 KRISTY DR
241065569	12/4/2024 15:59	236.8704	KGAL	12/4/2024 15:59	Gallons	1.9	104 KRISTY DR
241065569	12/4/2024 16:59	236.8723	KGAL	12/4/2024 16:59	Gallons	1.9	104 KRISTY DR
241065569	12/4/2024 17:59	236.8735	KGAL	12/4/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	12/4/2024 18:59	236.8756	KGAL	12/4/2024 18:59	Gallons	2.1	104 KRISTY DR
241065569	12/4/2024 19:59	236.8758	KGAL	12/4/2024 19:59	Gallons	0.2	104 KRISTY DR
241065569	12/4/2024 20:59	236.9113	KGAL	12/4/2024 20:59	Gallons	35.5	104 KRISTY DR
241065569	12/4/2024 21:59	236.9124	KGAL	12/4/2024 21:59	Gallons	1.1	104 KRISTY DR
241065569	12/4/2024 22:59	236.9166	KGAL	12/4/2024 22:59	Gallons	4.2	104 KRISTY DR
241065569	12/4/2024 23:59	236.9166	KGAL	12/4/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 0:59	236.9166	KGAL	12/5/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 1:59	236.9166	KGAL	12/5/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 2:59	236.9166	KGAL	12/5/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 3:59	236.9166	KGAL	12/5/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 4:59	236.9166	KGAL	12/5/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 5:59	236.9229	KGAL	12/5/2024 5:59	Gallons	6.3	104 KRISTY DR
241065569	12/5/2024 6:59	236.9229	KGAL	12/5/2024 6:59	Gallons	0	104 KRISTY DR
241065569	12/5/2024 7:59	236.925	KGAL	12/5/2024 7:59	Gallons	2.1	104 KRISTY DR
241065569	12/5/2024 8:59	236.9271	KGAL	12/5/2024 8:59	Gallons	2.1	104 KRISTY DR
241065569	12/5/2024 9:59	236.949	KGAL	12/5/2024 9:59	Gallons	21.9	104 KRISTY DR
241065569	12/5/2024 10:59	236.9884	KGAL	12/5/2024 10:59	Gallons	39.4	104 KRISTY DR
241065569	12/5/2024 11:59	237.0415	KGAL	12/5/2024 11:59	Gallons	53.1	104 KRISTY DR
241065569	12/5/2024 12:59	237.1033	KGAL	12/5/2024 12:59	Gallons	61.8	104 KRISTY DR
241065569	12/5/2024 13:59	237.1466	KGAL	12/5/2024 13:59	Gallons	43.3	104 KRISTY DR
241065569	12/5/2024 14:59	237.1925	KGAL	12/5/2024 14:59	Gallons	45.9	104 KRISTY DR
241065569	12/5/2024 15:59	237.2447	KGAL	12/5/2024 15:59	Gallons	52.2	104 KRISTY DR
241065569	12/5/2024 16:59	237.2688	KGAL	12/5/2024 16:59	Gallons	24.1	104 KRISTY DR
241065569	12/5/2024 17:59	237.3118	KGAL	12/5/2024 17:59	Gallons	43	104 KRISTY DR
241065569	12/5/2024 18:59	237.3217	KGAL	12/5/2024 18:59	Gallons	9.9	104 KRISTY DR

241065569	12/5/2024 19:59	237.3227	KGAL	12/5/2024 19:59	Gallons	1	104 KRISTY DR
241065569	12/5/2024 20:59	237.3275	KGAL	12/5/2024 20:59	Gallons	4.8	104 KRISTY DR
241065569	12/5/2024 21:59	237.3325	KGAL	12/5/2024 21:59	Gallons	5	104 KRISTY DR
241065569	12/5/2024 22:59	237.3366	KGAL	12/5/2024 22:59	Gallons	4.1	104 KRISTY DR
241065569	12/5/2024 23:59	237.3367	KGAL	12/5/2024 23:59	Gallons	0.1	104 KRISTY DR
241065569	12/6/2024 0:59	237.3367	KGAL	12/6/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/6/2024 1:59	237.3367	KGAL	12/6/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/6/2024 2:59	237.3367	KGAL	12/6/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/6/2024 3:59	237.3367	KGAL	12/6/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/6/2024 4:59	237.3375	KGAL	12/6/2024 4:59	Gallons	0.8	104 KRISTY DR
241065569	12/6/2024 5:59	237.3433	KGAL	12/6/2024 5:59	Gallons	5.8	104 KRISTY DR
241065569	12/6/2024 6:59	237.3435	KGAL	12/6/2024 6:59	Gallons	0.2	104 KRISTY DR
241065569	12/6/2024 7:59	237.3531	KGAL	12/6/2024 7:59	Gallons	9.6	104 KRISTY DR
241065569	12/6/2024 8:59	237.3559	KGAL	12/6/2024 8:59	Gallons	2.8	104 KRISTY DR
241065569	12/6/2024 9:59	237.3634	KGAL	12/6/2024 9:59	Gallons	7.5	104 KRISTY DR
241065569	12/6/2024 10:59	237.372	KGAL	12/6/2024 10:59	Gallons	8.6	104 KRISTY DR
241065569	12/6/2024 11:59	237.3769	KGAL	12/6/2024 11:59	Gallons	4.9	104 KRISTY DR
241065569	12/6/2024 12:59	237.3826	KGAL	12/6/2024 12:59	Gallons	5.7	104 KRISTY DR
241065569	12/6/2024 13:59	237.3903	KGAL	12/6/2024 13:59	Gallons	7.7	104 KRISTY DR
241065569	12/6/2024 14:59	237.3941	KGAL	12/6/2024 14:59	Gallons	3.8	104 KRISTY DR
241065569	12/6/2024 15:59	237.398	KGAL	12/6/2024 15:59	Gallons	3.9	104 KRISTY DR
241065569	12/6/2024 16:59	237.3992	KGAL	12/6/2024 16:59	Gallons	1.2	104 KRISTY DR
241065569	12/6/2024 17:59	237.4003	KGAL	12/6/2024 17:59	Gallons	1.1	104 KRISTY DR
241065569	12/6/2024 18:59	237.404	KGAL	12/6/2024 18:59	Gallons	3.7	104 KRISTY DR
241065569	12/6/2024 19:59	237.4068	KGAL	12/6/2024 19:59	Gallons	2.8	104 KRISTY DR
241065569	12/6/2024 20:59	237.4081	KGAL	12/6/2024 20:59	Gallons	1.3	104 KRISTY DR
241065569	12/6/2024 21:59	237.4114	KGAL	12/6/2024 21:59	Gallons	3.3	104 KRISTY DR
241065569	12/6/2024 22:59	237.4169	KGAL	12/6/2024 22:59	Gallons	5.5	104 KRISTY DR
241065569	12/6/2024 23:59	237.4201	KGAL	12/6/2024 23:59	Gallons	3.2	104 KRISTY DR
241065569	12/7/2024 0:59	237.429	KGAL	12/7/2024 0:59	Gallons	8.9	104 KRISTY DR
241065569	12/7/2024 1:59	237.429	KGAL	12/7/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/7/2024 2:59	237.4331	KGAL	12/7/2024 2:59	Gallons	4.1	104 KRISTY DR
241065569	12/7/2024 3:59	237.4338	KGAL	12/7/2024 3:59	Gallons	0.7	104 KRISTY DR
241065569	12/7/2024 4:59	237.4338	KGAL	12/7/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/7/2024 5:59	237.4338	KGAL	12/7/2024 5:59	Gallons	0	104 KRISTY DR
241065569	12/7/2024 6:59	237.4358	KGAL	12/7/2024 6:59	Gallons	2	104 KRISTY DR
241065569	12/7/2024 7:59	237.4375	KGAL	12/7/2024 7:59	Gallons	1.7	104 KRISTY DR
241065569	12/7/2024 8:59	237.4485	KGAL	12/7/2024 8:59	Gallons	11	104 KRISTY DR
241065569	12/7/2024 9:59	237.4858	KGAL	12/7/2024 9:59	Gallons	37.3	104 KRISTY DR
241065569	12/7/2024 10:59	237.5448	KGAL	12/7/2024 10:59	Gallons	59	104 KRISTY DR
241065569	12/7/2024 11:59	237.5529	KGAL	12/7/2024 11:59	Gallons	8.1	104 KRISTY DR
241065569	12/7/2024 12:59	237.5544	KGAL	12/7/2024 12:59	Gallons	1.5	104 KRISTY DR
241065569	12/7/2024 13:59	237.5593	KGAL	12/7/2024 13:59	Gallons	4.9	104 KRISTY DR
241065569	12/7/2024 14:59	237.5661	KGAL	12/7/2024 14:59	Gallons	6.8	104 KRISTY DR

241065569	12/7/2024 15:59	237.5689	KGAL	12/7/2024 15:59	Gallons	2.8	104 KRISTY DR
241065569	12/7/2024 16:59	237.5871	KGAL	12/7/2024 16:59	Gallons	18.2	104 KRISTY DR
241065569	12/7/2024 17:59	237.6073	KGAL	12/7/2024 17:59	Gallons	20.2	104 KRISTY DR
241065569	12/7/2024 18:59	237.6079	KGAL	12/7/2024 18:59	Gallons	0.6	104 KRISTY DR
241065569	12/7/2024 19:59	237.6079	KGAL	12/7/2024 19:59	Gallons	0	104 KRISTY DR
241065569	12/7/2024 20:59	237.6079	KGAL	12/7/2024 20:59	Gallons	0	104 KRISTY DR
241065569	12/7/2024 21:59	237.6242	KGAL	12/7/2024 21:59	Gallons	16.3	104 KRISTY DR
241065569	12/7/2024 22:59	237.632	KGAL	12/7/2024 22:59	Gallons	7.8	104 KRISTY DR
241065569	12/7/2024 23:59	237.6443	KGAL	12/7/2024 23:59	Gallons	12.3	104 KRISTY DR
241065569	12/8/2024 0:59	237.6444	KGAL	12/8/2024 0:59	Gallons	0.1	104 KRISTY DR
241065569	12/8/2024 1:59	237.6501	KGAL	12/8/2024 1:59	Gallons	5.7	104 KRISTY DR
241065569	12/8/2024 2:59	237.6524	KGAL	12/8/2024 2:59	Gallons	2.3	104 KRISTY DR
241065569	12/8/2024 3:59	237.6524	KGAL	12/8/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/8/2024 4:59	237.6524	KGAL	12/8/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/8/2024 5:59	237.6542	KGAL	12/8/2024 5:59	Gallons	1.8	104 KRISTY DR
241065569	12/8/2024 6:59	237.6665	KGAL	12/8/2024 6:59	Gallons	12.3	104 KRISTY DR
241065569	12/8/2024 7:59	237.6665	KGAL	12/8/2024 7:59	Gallons	0	104 KRISTY DR
241065569	12/8/2024 8:59	237.6722	KGAL	12/8/2024 8:59	Gallons	5.7	104 KRISTY DR
241065569	12/8/2024 9:59	237.6846	KGAL	12/8/2024 9:59	Gallons	12.4	104 KRISTY DR
241065569	12/8/2024 10:59	237.726	KGAL	12/8/2024 10:59	Gallons	41.4	104 KRISTY DR
241065569	12/8/2024 11:59	237.7605	KGAL	12/8/2024 11:59	Gallons	34.5	104 KRISTY DR
241065569	12/8/2024 12:59	237.7698	KGAL	12/8/2024 12:59	Gallons	9.3	104 KRISTY DR
241065569	12/8/2024 13:59	237.7752	KGAL	12/8/2024 13:59	Gallons	5.4	104 KRISTY DR
241065569	12/8/2024 14:59	237.7796	KGAL	12/8/2024 14:59	Gallons	4.4	104 KRISTY DR
241065569	12/8/2024 15:59	237.7809	KGAL	12/8/2024 15:59	Gallons	1.3	104 KRISTY DR
241065569	12/8/2024 16:59	237.7821	KGAL	12/8/2024 16:59	Gallons	1.2	104 KRISTY DR
241065569	12/8/2024 17:59	237.7837	KGAL	12/8/2024 17:59	Gallons	1.6	104 KRISTY DR
241065569	12/8/2024 18:59	237.7925	KGAL	12/8/2024 18:59	Gallons	8.8	104 KRISTY DR
241065569	12/8/2024 19:59	237.8111	KGAL	12/8/2024 19:59	Gallons	18.6	104 KRISTY DR
241065569	12/8/2024 20:59	237.8142	KGAL	12/8/2024 20:59	Gallons	3.1	104 KRISTY DR
241065569	12/8/2024 21:59	237.8157	KGAL	12/8/2024 21:59	Gallons	1.5	104 KRISTY DR
241065569	12/8/2024 22:59	237.8288	KGAL	12/8/2024 22:59	Gallons	13.1	104 KRISTY DR
241065569	12/8/2024 23:59	237.8417	KGAL	12/8/2024 23:59	Gallons	12.9	104 KRISTY DR
241065569	12/9/2024 0:59	237.8436	KGAL	12/9/2024 0:59	Gallons	1.9	104 KRISTY DR
241065569	12/9/2024 1:59	237.844	KGAL	12/9/2024 1:59	Gallons	0.4	104 KRISTY DR
241065569	12/9/2024 2:59	237.844	KGAL	12/9/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/9/2024 3:59	237.8479	KGAL	12/9/2024 3:59	Gallons	3.9	104 KRISTY DR
241065569	12/9/2024 4:59	237.8479	KGAL	12/9/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/9/2024 5:59	237.8518	KGAL	12/9/2024 5:59	Gallons	3.9	104 KRISTY DR
241065569	12/9/2024 6:59	237.8538	KGAL	12/9/2024 6:59	Gallons	2	104 KRISTY DR
241065569	12/9/2024 7:59	237.8633	KGAL	12/9/2024 7:59	Gallons	9.5	104 KRISTY DR
241065569	12/9/2024 8:59	237.8746	KGAL	12/9/2024 8:59	Gallons	11.3	104 KRISTY DR
241065569	12/9/2024 9:59	237.8922	KGAL	12/9/2024 9:59	Gallons	17.6	104 KRISTY DR
241065569	12/9/2024 10:59	237.897	KGAL	12/9/2024 10:59	Gallons	4.8	104 KRISTY DR

241065569	12/9/2024 11:59	237.897	KGAL	12/9/2024 11:59	Gallons	0	104 KRISTY DR
241065569	12/9/2024 12:59	237.8994	KGAL	12/9/2024 12:59	Gallons	2.4	104 KRISTY DR
241065569	12/9/2024 13:59	237.9068	KGAL	12/9/2024 13:59	Gallons	7.4	104 KRISTY DR
241065569	12/9/2024 14:59	237.9098	KGAL	12/9/2024 14:59	Gallons	3	104 KRISTY DR
241065569	12/9/2024 15:59	237.9118	KGAL	12/9/2024 15:59	Gallons	2	104 KRISTY DR
241065569	12/9/2024 16:59	237.9136	KGAL	12/9/2024 16:59	Gallons	1.8	104 KRISTY DR
241065569	12/9/2024 17:59	237.9148	KGAL	12/9/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	12/9/2024 18:59	237.9162	KGAL	12/9/2024 18:59	Gallons	1.4	104 KRISTY DR
241065569	12/9/2024 19:59	237.9176	KGAL	12/9/2024 19:59	Gallons	1.4	104 KRISTY DR
241065569	12/9/2024 20:59	237.9207	KGAL	12/9/2024 20:59	Gallons	3.1	104 KRISTY DR
241065569	12/9/2024 21:59	237.9255	KGAL	12/9/2024 21:59	Gallons	4.8	104 KRISTY DR
241065569	12/9/2024 22:59	237.9296	KGAL	12/9/2024 22:59	Gallons	4.1	104 KRISTY DR
241065569	12/9/2024 23:59	237.9296	KGAL	12/9/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/10/2024 0:59	237.9296	KGAL	12/10/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/10/2024 1:59	237.9296	KGAL	12/10/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/10/2024 2:59	237.9296	KGAL	12/10/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/10/2024 3:59	237.9303	KGAL	12/10/2024 3:59	Gallons	0.7	104 KRISTY DR
241065569	12/10/2024 4:59	237.934	KGAL	12/10/2024 4:59	Gallons	3.7	104 KRISTY DR
241065569	12/10/2024 5:59	237.9354	KGAL	12/10/2024 5:59	Gallons	1.4	104 KRISTY DR
241065569	12/10/2024 6:59	237.9354	KGAL	12/10/2024 6:59	Gallons	0	104 KRISTY DR
241065569	12/10/2024 7:59	237.9377	KGAL	12/10/2024 7:59	Gallons	2.3	104 KRISTY DR
241065569	12/10/2024 8:59	237.9391	KGAL	12/10/2024 8:59	Gallons	1.4	104 KRISTY DR
241065569	12/10/2024 9:59	237.9486	KGAL	12/10/2024 9:59	Gallons	9.5	104 KRISTY DR
241065569	12/10/2024 10:59	237.9709	KGAL	12/10/2024 10:59	Gallons	22.3	104 KRISTY DR
241065569	12/10/2024 11:59	237.9765	KGAL	12/10/2024 11:59	Gallons	5.6	104 KRISTY DR
241065569	12/10/2024 12:59	237.9816	KGAL	12/10/2024 12:59	Gallons	5.1	104 KRISTY DR
241065569	12/10/2024 13:59	237.9852	KGAL	12/10/2024 13:59	Gallons	3.6	104 KRISTY DR
241065569	12/10/2024 14:59	237.9868	KGAL	12/10/2024 14:59	Gallons	1.6	104 KRISTY DR
241065569	12/10/2024 15:59	237.9905	KGAL	12/10/2024 15:59	Gallons	3.7	104 KRISTY DR
241065569	12/10/2024 16:59	237.9932	KGAL	12/10/2024 16:59	Gallons	2.7	104 KRISTY DR
241065569	12/10/2024 17:59	237.9965	KGAL	12/10/2024 17:59	Gallons	3.3	104 KRISTY DR
241065569	12/10/2024 18:59	238.0023	KGAL	12/10/2024 18:59	Gallons	5.8	104 KRISTY DR
241065569	12/10/2024 19:59	238.0098	KGAL	12/10/2024 19:59	Gallons	7.5	104 KRISTY DR
241065569	12/10/2024 20:59	238.0117	KGAL	12/10/2024 20:59	Gallons	1.9	104 KRISTY DR
241065569	12/10/2024 21:59	238.0166	KGAL	12/10/2024 21:59	Gallons	4.9	104 KRISTY DR
241065569	12/10/2024 22:59	238.0219	KGAL	12/10/2024 22:59	Gallons	5.3	104 KRISTY DR
241065569	12/10/2024 23:59	238.0263	KGAL	12/10/2024 23:59	Gallons	4.4	104 KRISTY DR
241065569	12/11/2024 0:59	238.0263	KGAL	12/11/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 1:59	238.03	KGAL	12/11/2024 1:59	Gallons	3.7	104 KRISTY DR
241065569	12/11/2024 2:59	238.03	KGAL	12/11/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 3:59	238.03	KGAL	12/11/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 4:59	238.03	KGAL	12/11/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 5:59	238.03	KGAL	12/11/2024 5:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 6:59	238.0734	KGAL	12/11/2024 6:59	Gallons	43.4	104 KRISTY DR

241065569	12/11/2024 7:59	238.0902	KGAL	12/11/2024 7:59	Gallons	16.8	104 KRISTY DR
241065569	12/11/2024 8:59	238.1265	KGAL	12/11/2024 8:59	Gallons	36.3	104 KRISTY DR
241065569	12/11/2024 9:59	238.135	KGAL	12/11/2024 9:59	Gallons	8.5	104 KRISTY DR
241065569	12/11/2024 10:59	238.1407	KGAL	12/11/2024 10:59	Gallons	5.7	104 KRISTY DR
241065569	12/11/2024 11:59	238.1486	KGAL	12/11/2024 11:59	Gallons	7.9	104 KRISTY DR
241065569	12/11/2024 12:59	238.1523	KGAL	12/11/2024 12:59	Gallons	3.7	104 KRISTY DR
241065569	12/11/2024 13:59	238.1559	KGAL	12/11/2024 13:59	Gallons	3.6	104 KRISTY DR
241065569	12/11/2024 14:59	238.1614	KGAL	12/11/2024 14:59	Gallons	5.5	104 KRISTY DR
241065569	12/11/2024 15:59	238.1719	KGAL	12/11/2024 15:59	Gallons	10.5	104 KRISTY DR
241065569	12/11/2024 16:59	238.1735	KGAL	12/11/2024 16:59	Gallons	1.6	104 KRISTY DR
241065569	12/11/2024 17:59	238.1965	KGAL	12/11/2024 17:59	Gallons	23	104 KRISTY DR
241065569	12/11/2024 18:59	238.2501	KGAL	12/11/2024 18:59	Gallons	53.6	104 KRISTY DR
241065569	12/11/2024 19:59	238.2533	KGAL	12/11/2024 19:59	Gallons	3.2	104 KRISTY DR
241065569	12/11/2024 20:59	238.2533	KGAL	12/11/2024 20:59	Gallons	0	104 KRISTY DR
241065569	12/11/2024 21:59	238.2612	KGAL	12/11/2024 21:59	Gallons	7.9	104 KRISTY DR
241065569	12/11/2024 22:59	238.2674	KGAL	12/11/2024 22:59	Gallons	6.2	104 KRISTY DR
241065569	12/11/2024 23:59	238.2727	KGAL	12/11/2024 23:59	Gallons	5.3	104 KRISTY DR
241065569	12/12/2024 0:59	238.2729	KGAL	12/12/2024 0:59	Gallons	0.2	104 KRISTY DR
241065569	12/12/2024 1:59	238.2729	KGAL	12/12/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/12/2024 2:59	238.2729	KGAL	12/12/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/12/2024 3:59	238.2729	KGAL	12/12/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/12/2024 4:59	238.2729	KGAL	12/12/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/12/2024 5:59	238.279	KGAL	12/12/2024 5:59	Gallons	6.1	104 KRISTY DR
241065569	12/12/2024 6:59	238.289	KGAL	12/12/2024 6:59	Gallons	10	104 KRISTY DR
241065569	12/12/2024 7:59	238.293	KGAL	12/12/2024 7:59	Gallons	4	104 KRISTY DR
241065569	12/12/2024 8:59	238.295	KGAL	12/12/2024 8:59	Gallons	2	104 KRISTY DR
241065569	12/12/2024 9:59	238.2999	KGAL	12/12/2024 9:59	Gallons	4.9	104 KRISTY DR
241065569	12/12/2024 10:59	238.3	KGAL	12/12/2024 10:59	Gallons	0.1	104 KRISTY DR
241065569	12/12/2024 11:59	238.313	KGAL	12/12/2024 11:59	Gallons	13	104 KRISTY DR
241065569	12/12/2024 12:59	238.3149	KGAL	12/12/2024 12:59	Gallons	1.9	104 KRISTY DR
241065569	12/12/2024 13:59	238.3204	KGAL	12/12/2024 13:59	Gallons	5.5	104 KRISTY DR
241065569	12/12/2024 14:59	238.3222	KGAL	12/12/2024 14:59	Gallons	1.8	104 KRISTY DR
241065569	12/12/2024 15:59	238.3279	KGAL	12/12/2024 15:59	Gallons	5.7	104 KRISTY DR
241065569	12/12/2024 16:59	238.3298	KGAL	12/12/2024 16:59	Gallons	1.9	104 KRISTY DR
241065569	12/12/2024 17:59	238.331	KGAL	12/12/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	12/12/2024 18:59	238.3322	KGAL	12/12/2024 18:59	Gallons	1.2	104 KRISTY DR
241065569	12/12/2024 19:59	238.3358	KGAL	12/12/2024 19:59	Gallons	3.6	104 KRISTY DR
241065569	12/12/2024 20:59	238.3382	KGAL	12/12/2024 20:59	Gallons	2.4	104 KRISTY DR
241065569	12/12/2024 21:59	238.3423	KGAL	12/12/2024 21:59	Gallons	4.1	104 KRISTY DR
241065569	12/12/2024 22:59	238.3503	KGAL	12/12/2024 22:59	Gallons	8	104 KRISTY DR
241065569	12/12/2024 23:59	238.3503	KGAL	12/12/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 0:59	238.3503	KGAL	12/13/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 1:59	238.3503	KGAL	12/13/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 2:59	238.3503	KGAL	12/13/2024 2:59	Gallons	0	104 KRISTY DR

241065569	12/13/2024 3:59	238.3503	KGAL	12/13/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 4:59	238.3503	KGAL	12/13/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 5:59	238.3503	KGAL	12/13/2024 5:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 6:59	238.3559	KGAL	12/13/2024 6:59	Gallons	5.6	104 KRISTY DR
241065569	12/13/2024 7:59	238.3596	KGAL	12/13/2024 7:59	Gallons	3.7	104 KRISTY DR
241065569	12/13/2024 8:59	238.3699	KGAL	12/13/2024 8:59	Gallons	10.3	104 KRISTY DR
241065569	12/13/2024 9:59	238.3755	KGAL	12/13/2024 9:59	Gallons	5.6	104 KRISTY DR
241065569	12/13/2024 10:59	238.4297	KGAL	12/13/2024 10:59	Gallons	54.2	104 KRISTY DR
241065569	12/13/2024 11:59	238.4711	KGAL	12/13/2024 11:59	Gallons	41.4	104 KRISTY DR
241065569	12/13/2024 12:59	238.4745	KGAL	12/13/2024 12:59	Gallons	3.4	104 KRISTY DR
241065569	12/13/2024 13:59	238.5308	KGAL	12/13/2024 13:59	Gallons	56.3	104 KRISTY DR
241065569	12/13/2024 14:59	238.5674	KGAL	12/13/2024 14:59	Gallons	36.6	104 KRISTY DR
241065569	12/13/2024 15:59	238.6515	KGAL	12/13/2024 15:59	Gallons	84.1	104 KRISTY DR
241065569	12/13/2024 16:59	238.664	KGAL	12/13/2024 16:59	Gallons	12.5	104 KRISTY DR
241065569	12/13/2024 17:59	238.664	KGAL	12/13/2024 17:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 18:59	238.6674	KGAL	12/13/2024 18:59	Gallons	3.4	104 KRISTY DR
241065569	12/13/2024 19:59	238.6686	KGAL	12/13/2024 19:59	Gallons	1.2	104 KRISTY DR
241065569	12/13/2024 20:59	238.6706	KGAL	12/13/2024 20:59	Gallons	2	104 KRISTY DR
241065569	12/13/2024 21:59	238.6706	KGAL	12/13/2024 21:59	Gallons	0	104 KRISTY DR
241065569	12/13/2024 22:59	238.6745	KGAL	12/13/2024 22:59	Gallons	3.9	104 KRISTY DR
241065569	12/13/2024 23:59	238.6782	KGAL	12/13/2024 23:59	Gallons	3.7	104 KRISTY DR
241065569	12/14/2024 0:59	238.6819	KGAL	12/14/2024 0:59	Gallons	3.7	104 KRISTY DR
241065569	12/14/2024 1:59	238.6857	KGAL	12/14/2024 1:59	Gallons	3.8	104 KRISTY DR
241065569	12/14/2024 2:59	238.6903	KGAL	12/14/2024 2:59	Gallons	4.6	104 KRISTY DR
241065569	12/14/2024 3:59	238.6903	KGAL	12/14/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 4:59	238.7011	KGAL	12/14/2024 4:59	Gallons	10.8	104 KRISTY DR
241065569	12/14/2024 5:59	238.7011	KGAL	12/14/2024 5:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 6:59	238.7011	KGAL	12/14/2024 6:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 7:59	238.7011	KGAL	12/14/2024 7:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 8:59	238.7112	KGAL	12/14/2024 8:59	Gallons	10.1	104 KRISTY DR
241065569	12/14/2024 9:59	238.7113	KGAL	12/14/2024 9:59	Gallons	0.1	104 KRISTY DR
241065569	12/14/2024 10:59	238.7113	KGAL	12/14/2024 10:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 11:59	238.7153	KGAL	12/14/2024 11:59	Gallons	4	104 KRISTY DR
241065569	12/14/2024 12:59	238.7163	KGAL	12/14/2024 12:59	Gallons	1	104 KRISTY DR
241065569	12/14/2024 13:59	238.7214	KGAL	12/14/2024 13:59	Gallons	5.1	104 KRISTY DR
241065569	12/14/2024 14:59	238.7226	KGAL	12/14/2024 14:59	Gallons	1.2	104 KRISTY DR
241065569	12/14/2024 15:59	238.7246	KGAL	12/14/2024 15:59	Gallons	2	104 KRISTY DR
241065569	12/14/2024 16:59	238.7258	KGAL	12/14/2024 16:59	Gallons	1.2	104 KRISTY DR
241065569	12/14/2024 17:59	238.727	KGAL	12/14/2024 17:59	Gallons	1.2	104 KRISTY DR
241065569	12/14/2024 18:59	238.7281	KGAL	12/14/2024 18:59	Gallons	1.1	104 KRISTY DR
241065569	12/14/2024 19:59	238.7281	KGAL	12/14/2024 19:59	Gallons	0	104 KRISTY DR
241065569	12/14/2024 20:59	238.7693	KGAL	12/14/2024 20:59	Gallons	41.2	104 KRISTY DR
241065569	12/14/2024 21:59	238.7707	KGAL	12/14/2024 21:59	Gallons	1.4	104 KRISTY DR
241065569	12/14/2024 22:59	238.7772	KGAL	12/14/2024 22:59	Gallons	6.5	104 KRISTY DR

241065569	12/14/2024 23:59	238.7813	KGAL	12/14/2024 23:59	Gallons	4.1	104 KRISTY DR
241065569	12/15/2024 0:59	238.7813	KGAL	12/15/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/15/2024 1:59	238.7813	KGAL	12/15/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/15/2024 2:59	238.7813	KGAL	12/15/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/15/2024 3:59	238.7849	KGAL	12/15/2024 3:59	Gallons	3.6	104 KRISTY DR
241065569	12/15/2024 4:59	238.7856	KGAL	12/15/2024 4:59	Gallons	0.7	104 KRISTY DR
241065569	12/15/2024 5:59	238.7858	KGAL	12/15/2024 5:59	Gallons	0.2	104 KRISTY DR
241065569	12/15/2024 6:59	238.7877	KGAL	12/15/2024 6:59	Gallons	1.9	104 KRISTY DR
241065569	12/15/2024 7:59	238.7903	KGAL	12/15/2024 7:59	Gallons	2.6	104 KRISTY DR
241065569	12/15/2024 8:59	238.7922	KGAL	12/15/2024 8:59	Gallons	1.9	104 KRISTY DR
241065569	12/15/2024 9:59	238.7969	KGAL	12/15/2024 9:59	Gallons	4.7	104 KRISTY DR
241065569	12/15/2024 10:59	238.7999	KGAL	12/15/2024 10:59	Gallons	3	104 KRISTY DR
241065569	12/15/2024 11:59	238.8012	KGAL	12/15/2024 11:59	Gallons	1.3	104 KRISTY DR
241065569	12/15/2024 12:59	238.8044	KGAL	12/15/2024 12:59	Gallons	3.2	104 KRISTY DR
241065569	12/15/2024 13:59	238.8056	KGAL	12/15/2024 13:59	Gallons	1.2	104 KRISTY DR
241065569	12/15/2024 14:59	238.8074	KGAL	12/15/2024 14:59	Gallons	1.8	104 KRISTY DR
241065569	12/15/2024 15:59	238.8074	KGAL	12/15/2024 15:59	Gallons	0	104 KRISTY DR
241065569	12/15/2024 16:59	238.8099	KGAL	12/15/2024 16:59	Gallons	2.5	104 KRISTY DR
241065569	12/15/2024 17:59	238.81	KGAL	12/15/2024 17:59	Gallons	0.1	104 KRISTY DR
241065569	12/15/2024 18:59	238.8512	KGAL	12/15/2024 18:59	Gallons	41.2	104 KRISTY DR
241065569	12/15/2024 19:59	238.8869	KGAL	12/15/2024 19:59	Gallons	35.7	104 KRISTY DR
241065569	12/15/2024 20:59	238.8947	KGAL	12/15/2024 20:59	Gallons	7.8	104 KRISTY DR
241065569	12/15/2024 21:59	238.8947	KGAL	12/15/2024 21:59	Gallons	0	104 KRISTY DR
241065569	12/15/2024 22:59	238.9028	KGAL	12/15/2024 22:59	Gallons	8.1	104 KRISTY DR
241065569	12/15/2024 23:59	238.9028	KGAL	12/15/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/16/2024 0:59	238.9028	KGAL	12/16/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/16/2024 1:59	238.907	KGAL	12/16/2024 1:59	Gallons	4.2	104 KRISTY DR
241065569	12/16/2024 2:59	238.907	KGAL	12/16/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/16/2024 3:59	238.907	KGAL	12/16/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/16/2024 4:59	238.907	KGAL	12/16/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/16/2024 5:59	238.9071	KGAL	12/16/2024 5:59	Gallons	0.1	104 KRISTY DR
241065569	12/16/2024 6:59	238.9099	KGAL	12/16/2024 6:59	Gallons	2.8	104 KRISTY DR
241065569	12/16/2024 7:59	238.9173	KGAL	12/16/2024 7:59	Gallons	7.4	104 KRISTY DR
241065569	12/16/2024 8:59	238.9208	KGAL	12/16/2024 8:59	Gallons	3.5	104 KRISTY DR
241065569	12/16/2024 9:59	238.9322	KGAL	12/16/2024 9:59	Gallons	11.4	104 KRISTY DR
241065569	12/16/2024 10:59	238.9342	KGAL	12/16/2024 10:59	Gallons	2	104 KRISTY DR
241065569	12/16/2024 11:59	238.9399	KGAL	12/16/2024 11:59	Gallons	5.7	104 KRISTY DR
241065569	12/16/2024 12:59	238.9491	KGAL	12/16/2024 12:59	Gallons	9.2	104 KRISTY DR
241065569	12/16/2024 13:59	238.9528	KGAL	12/16/2024 13:59	Gallons	3.7	104 KRISTY DR
241065569	12/16/2024 14:59	238.9583	KGAL	12/16/2024 14:59	Gallons	5.5	104 KRISTY DR
241065569	12/16/2024 15:59	238.9664	KGAL	12/16/2024 15:59	Gallons	8.1	104 KRISTY DR
241065569	12/16/2024 16:59	238.97	KGAL	12/16/2024 16:59	Gallons	3.6	104 KRISTY DR
241065569	12/16/2024 17:59	238.9753	KGAL	12/16/2024 17:59	Gallons	5.3	104 KRISTY DR
241065569	12/16/2024 18:59	238.9786	KGAL	12/16/2024 18:59	Gallons	3.3	104 KRISTY DR

241065569	12/16/2024 19:59	238.9814	KGAL	12/16/2024 19:59	Gallons	2.8	104 KRISTY DR
241065569	12/16/2024 20:59	238.9875	KGAL	12/16/2024 20:59	Gallons	6.1	104 KRISTY DR
241065569	12/16/2024 21:59	238.9888	KGAL	12/16/2024 21:59	Gallons	1.3	104 KRISTY DR
241065569	12/16/2024 22:59	238.9966	KGAL	12/16/2024 22:59	Gallons	7.8	104 KRISTY DR
241065569	12/16/2024 23:59	238.9966	KGAL	12/16/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/17/2024 0:59	238.9989	KGAL	12/17/2024 0:59	Gallons	2.3	104 KRISTY DR
241065569	12/17/2024 1:59	238.9989	KGAL	12/17/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/17/2024 2:59	239.0025	KGAL	12/17/2024 2:59	Gallons	3.6	104 KRISTY DR
241065569	12/17/2024 3:59	239.0025	KGAL	12/17/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/17/2024 4:59	239.0025	KGAL	12/17/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/17/2024 5:59	239.0047	KGAL	12/17/2024 5:59	Gallons	2.2	104 KRISTY DR
241065569	12/17/2024 6:59	239.0091	KGAL	12/17/2024 6:59	Gallons	4.4	104 KRISTY DR
241065569	12/17/2024 7:59	239.011	KGAL	12/17/2024 7:59	Gallons	1.9	104 KRISTY DR
241065569	12/17/2024 8:59	239.0178	KGAL	12/17/2024 8:59	Gallons	6.8	104 KRISTY DR
241065569	12/17/2024 9:59	239.0197	KGAL	12/17/2024 9:59	Gallons	1.9	104 KRISTY DR
241065569	12/17/2024 10:59	239.0302	KGAL	12/17/2024 10:59	Gallons	10.5	104 KRISTY DR
241065569	12/17/2024 11:59	239.0321	KGAL	12/17/2024 11:59	Gallons	1.9	104 KRISTY DR
241065569	12/17/2024 12:59	239.0361	KGAL	12/17/2024 12:59	Gallons	4	104 KRISTY DR
241065569	12/17/2024 13:59	239.0397	KGAL	12/17/2024 13:59	Gallons	3.6	104 KRISTY DR
241065569	12/17/2024 14:59	239.0416	KGAL	12/17/2024 14:59	Gallons	1.9	104 KRISTY DR
241065569	12/17/2024 15:59	239.0435	KGAL	12/17/2024 15:59	Gallons	1.9	104 KRISTY DR
241065569	12/17/2024 16:59	239.0465	KGAL	12/17/2024 16:59	Gallons	3	104 KRISTY DR
241065569	12/17/2024 17:59	239.0479	KGAL	12/17/2024 17:59	Gallons	1.4	104 KRISTY DR
241065569	12/17/2024 18:59	239.0479	KGAL	12/17/2024 18:59	Gallons	0	104 KRISTY DR
241065569	12/17/2024 19:59	239.049	KGAL	12/17/2024 19:59	Gallons	1.1	104 KRISTY DR
241065569	12/17/2024 20:59	239.0531	KGAL	12/17/2024 20:59	Gallons	4.1	104 KRISTY DR
241065569	12/17/2024 21:59	239.0572	KGAL	12/17/2024 21:59	Gallons	4.1	104 KRISTY DR
241065569	12/17/2024 22:59	239.0595	KGAL	12/17/2024 22:59	Gallons	2.3	104 KRISTY DR
241065569	12/17/2024 23:59	239.0617	KGAL	12/17/2024 23:59	Gallons	2.2	104 KRISTY DR
241065569	12/18/2024 0:59	239.0652	KGAL	12/18/2024 0:59	Gallons	3.5	104 KRISTY DR
241065569	12/18/2024 1:59	239.0652	KGAL	12/18/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 2:59	239.0652	KGAL	12/18/2024 2:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 3:59	239.0652	KGAL	12/18/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 4:59	239.0652	KGAL	12/18/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 5:59	239.0688	KGAL	12/18/2024 5:59	Gallons	3.6	104 KRISTY DR
241065569	12/18/2024 6:59	239.0714	KGAL	12/18/2024 6:59	Gallons	2.6	104 KRISTY DR
241065569	12/18/2024 7:59	239.0759	KGAL	12/18/2024 7:59	Gallons	4.5	104 KRISTY DR
241065569	12/18/2024 8:59	239.0817	KGAL	12/18/2024 8:59	Gallons	5.8	104 KRISTY DR
241065569	12/18/2024 9:59	239.1318	KGAL	12/18/2024 9:59	Gallons	50.1	104 KRISTY DR
241065569	12/18/2024 10:59	239.1695	KGAL	12/18/2024 10:59	Gallons	37.7	104 KRISTY DR
241065569	12/18/2024 11:59	239.1707	KGAL	12/18/2024 11:59	Gallons	1.2	104 KRISTY DR
241065569	12/18/2024 12:59	239.2336	KGAL	12/18/2024 12:59	Gallons	62.9	104 KRISTY DR
241065569	12/18/2024 13:59	239.28	KGAL	12/18/2024 13:59	Gallons	46.4	104 KRISTY DR
241065569	12/18/2024 14:59	239.3484	KGAL	12/18/2024 14:59	Gallons	68.4	104 KRISTY DR

241065569	12/18/2024 15:59	239.3736	KGAL	12/18/2024 15:59	Gallons	25.2	104 KRISTY DR
241065569	12/18/2024 16:59	239.3736	KGAL	12/18/2024 16:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 17:59	239.3746	KGAL	12/18/2024 17:59	Gallons	1	104 KRISTY DR
241065569	12/18/2024 18:59	239.3746	KGAL	12/18/2024 18:59	Gallons	0	104 KRISTY DR
241065569	12/18/2024 19:59	239.3753	KGAL	12/18/2024 19:59	Gallons	0.7	104 KRISTY DR
241065569	12/18/2024 20:59	239.378	KGAL	12/18/2024 20:59	Gallons	2.7	104 KRISTY DR
241065569	12/18/2024 21:59	239.3818	KGAL	12/18/2024 21:59	Gallons	3.8	104 KRISTY DR
241065569	12/18/2024 22:59	239.3855	KGAL	12/18/2024 22:59	Gallons	3.7	104 KRISTY DR
241065569	12/18/2024 23:59	239.3855	KGAL	12/18/2024 23:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 0:59	239.3855	KGAL	12/19/2024 0:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 1:59	239.3855	KGAL	12/19/2024 1:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 2:59	239.3862	KGAL	12/19/2024 2:59	Gallons	0.7	104 KRISTY DR
241065569	12/19/2024 3:59	239.3862	KGAL	12/19/2024 3:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 4:59	239.3862	KGAL	12/19/2024 4:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 5:59	239.3899	KGAL	12/19/2024 5:59	Gallons	3.7	104 KRISTY DR
241065569	12/19/2024 6:59	239.3929	KGAL	12/19/2024 6:59	Gallons	3	104 KRISTY DR
241065569	12/19/2024 7:59	239.3947	KGAL	12/19/2024 7:59	Gallons	1.8	104 KRISTY DR
241065569	12/19/2024 8:59	239.4073	KGAL	12/19/2024 8:59	Gallons	12.6	104 KRISTY DR
241065569	12/19/2024 9:59	239.4251	KGAL	12/19/2024 9:59	Gallons	17.8	104 KRISTY DR
241065569	12/19/2024 10:59	239.4397	KGAL	12/19/2024 10:59	Gallons	14.6	104 KRISTY DR
241065569	12/19/2024 11:59	239.4452	KGAL	12/19/2024 11:59	Gallons	5.5	104 KRISTY DR
241065569	12/19/2024 12:59	239.4527	KGAL	12/19/2024 12:59	Gallons	7.5	104 KRISTY DR
241065569	12/19/2024 13:59	239.4601	KGAL	12/19/2024 13:59	Gallons	7.4	104 KRISTY DR
241065569	12/19/2024 14:59	239.4601	KGAL	12/19/2024 14:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 15:59	239.4601	KGAL	12/19/2024 15:59	Gallons	0	104 KRISTY DR
241065569	12/19/2024 16:59	239.4616	KGAL	12/19/2024 16:59	Gallons	1.5	104 KRISTY DR
241065569	12/19/2024 17:59	239.4639	KGAL	12/19/2024 17:59	Gallons	2.3	104 KRISTY DR
241065569	12/19/2024 18:59	239.4652	KGAL	12/19/2024 18:59	Gallons	1.3	104 KRISTY DR
241065569	12/19/2024 19:59	239.4653	KGAL	12/19/2024 19:59	Gallons	0.1	104 KRISTY DR
241065569	12/19/2024 20:59	239.4704	KGAL	12/19/2024 20:59	Gallons	5.1	104 KRISTY DR
241065569	12/19/2024 21:59	239.4742	KGAL	12/19/2024 21:59	Gallons	3.8	104 KRISTY DR
241065569	12/19/2024 22:59	239.4779	KGAL	12/19/2024 22:59	Gallons	3.7	104 KRISTY DR
241065569	12/19/2024 23:59	239.4816	KGAL	12/19/2024 23:59	Gallons	3.7	104 KRISTY DR
241065569	12/20/2024 0:59	239.4817	KGAL	12/20/2024 0:59	Gallons	0.1	104 KRISTY DR
241065569	12/20/2024 1:59	239.4827	KGAL	12/20/2024 1:59	Gallons	1	104 KRISTY DR
241065569	12/20/2024 2:59	239.483	KGAL	12/20/2024 2:59	Gallons	0.3	104 KRISTY DR
241065569	12/20/2024 3:59	239.4837	KGAL	12/20/2024 3:59	Gallons	0.7	104 KRISTY DR
241065569	12/20/2024 4:59	239.4847	KGAL	12/20/2024 4:59	Gallons	1	104 KRISTY DR
241065569	12/20/2024 5:59	239.486	KGAL	12/20/2024 5:59	Gallons	1.3	104 KRISTY DR
241065569	12/20/2024 6:59	239.4936	KGAL	12/20/2024 6:59	Gallons	7.6	104 KRISTY DR
241065569	12/20/2024 7:59	239.5029	KGAL	12/20/2024 7:59	Gallons	9.3	104 KRISTY DR
241065569	12/20/2024 8:59	239.5133	KGAL	12/20/2024 8:59	Gallons	10.4	104 KRISTY DR
241065569	12/20/2024 9:59	239.5546	KGAL	12/20/2024 9:59	Gallons	41.3	104 KRISTY DR
241065569	12/20/2024 10:59	239.601	KGAL	12/20/2024 10:59	Gallons	46.4	104 KRISTY DR

241065569	12/20/2024 11:59	239.6231	KGAL	12/20/2024 11:59	Gallons	22.1	104 KRISTY DR
241065569	12/20/2024 12:59	239.6477	KGAL	12/20/2024 12:59	Gallons	24.6	104 KRISTY DR
241065569	12/20/2024 13:59	239.6706	KGAL	12/20/2024 13:59	Gallons	22.9	104 KRISTY DR
241065569	12/20/2024 14:59	239.6952	KGAL	12/20/2024 14:59	Gallons	24.6	104 KRISTY DR
241065569	12/20/2024 15:59	239.721	KGAL	12/20/2024 15:59	Gallons	25.8	104 KRISTY DR
241065569	12/20/2024 16:59	239.744	KGAL	12/20/2024 16:59	Gallons	23	104 KRISTY DR
241065569	12/20/2024 17:59	239.7712	KGAL	12/20/2024 17:59	Gallons	27.2	104 KRISTY DR
241065569	12/20/2024 18:59	239.797	KGAL	12/20/2024 18:59	Gallons	25.8	104 KRISTY DR
241065569	12/20/2024 19:59	239.8234	KGAL	12/20/2024 19:59	Gallons	26.4	104 KRISTY DR
241065569	12/20/2024 20:59	239.8514	KGAL	12/20/2024 20:59	Gallons	28	104 KRISTY DR
241065569	12/20/2024 21:59	239.8861	KGAL	12/20/2024 21:59	Gallons	34.7	104 KRISTY DR
241065569	12/20/2024 22:59	239.9153	KGAL	12/20/2024 22:59	Gallons	29.2	104 KRISTY DR
241065569	12/20/2024 23:59	239.9431	KGAL	12/20/2024 23:59	Gallons	27.8	104 KRISTY DR
241065569	12/21/2024 0:59	239.9751	KGAL	12/21/2024 0:59	Gallons	32	104 KRISTY DR
241065569	12/21/2024 1:59	240.0076	KGAL	12/21/2024 1:59	Gallons	32.5	104 KRISTY DR
241065569	12/21/2024 2:59	240.0372	KGAL	12/21/2024 2:59	Gallons	29.6	104 KRISTY DR
241065569	12/21/2024 3:59	240.0675	KGAL	12/21/2024 3:59	Gallons	30.3	104 KRISTY DR
241065569	12/21/2024 4:59	240.0991	KGAL	12/21/2024 4:59	Gallons	31.6	104 KRISTY DR
241065569	12/21/2024 5:59	240.135	KGAL	12/21/2024 5:59	Gallons	35.9	104 KRISTY DR
241065569	12/21/2024 6:59	240.1753	KGAL	12/21/2024 6:59	Gallons	40.3	104 KRISTY DR
241065569	12/21/2024 7:59	240.2109	KGAL	12/21/2024 7:59	Gallons	35.6	104 KRISTY DR
241065569	12/21/2024 8:59	240.2494	KGAL	12/21/2024 8:59	Gallons	38.5	104 KRISTY DR
241065569	12/21/2024 9:59	240.2874	KGAL	12/21/2024 9:59	Gallons	38	104 KRISTY DR
241065569	12/21/2024 10:59	240.3284	KGAL	12/21/2024 10:59	Gallons	41	104 KRISTY DR
241065569	12/21/2024 11:59	240.3672	KGAL	12/21/2024 11:59	Gallons	38.8	104 KRISTY DR
241065569	12/21/2024 12:59	240.4056	KGAL	12/21/2024 12:59	Gallons	38.4	104 KRISTY DR
241065569	12/21/2024 13:59	240.4832	KGAL	12/21/2024 13:59	Gallons	77.6	104 KRISTY DR
241065569	12/21/2024 14:59	240.5237	KGAL	12/21/2024 14:59	Gallons	40.5	104 KRISTY DR
241065569	12/21/2024 15:59	240.5656	KGAL	12/21/2024 15:59	Gallons	41.9	104 KRISTY DR
241065569	12/21/2024 16:59	240.6092	KGAL	12/21/2024 16:59	Gallons	43.6	104 KRISTY DR
241065569	12/21/2024 17:59	240.6524	KGAL	12/21/2024 17:59	Gallons	43.2	104 KRISTY DR
241065569	12/21/2024 18:59	240.7018	KGAL	12/21/2024 18:59	Gallons	49.4	104 KRISTY DR
241065569	12/21/2024 19:59	240.7527	KGAL	12/21/2024 19:59	Gallons	50.9	104 KRISTY DR
241065569	12/21/2024 20:59	240.8021	KGAL	12/21/2024 20:59	Gallons	49.4	104 KRISTY DR
241065569	12/21/2024 21:59	240.8498	KGAL	12/21/2024 21:59	Gallons	47.7	104 KRISTY DR
241065569	12/21/2024 22:59	240.8976	KGAL	12/21/2024 22:59	Gallons	47.8	104 KRISTY DR
241065569	12/21/2024 23:59	240.9426	KGAL	12/21/2024 23:59	Gallons	45	104 KRISTY DR
241065569	12/22/2024 0:59	240.9899	KGAL	12/22/2024 0:59	Gallons	47.3	104 KRISTY DR
241065569	12/22/2024 1:59	241.0379	KGAL	12/22/2024 1:59	Gallons	48	104 KRISTY DR
241065569	12/22/2024 2:59	241.0911	KGAL	12/22/2024 2:59	Gallons	53.2	104 KRISTY DR
241065569	12/22/2024 3:59	241.1405	KGAL	12/22/2024 3:59	Gallons	49.4	104 KRISTY DR
241065569	12/22/2024 4:59	241.1905	KGAL	12/22/2024 4:59	Gallons	50	104 KRISTY DR
241065569	12/22/2024 5:59	241.2411	KGAL	12/22/2024 5:59	Gallons	50.6	104 KRISTY DR
241065569	12/22/2024 6:59	241.2922	KGAL	12/22/2024 6:59	Gallons	51.1	104 KRISTY DR

241065569	12/22/2024 7:59	241.3494	KGAL	12/22/2024 7:59	Gallons	57.2	104 KRISTY DR
241065569	12/22/2024 8:59	241.4071	KGAL	12/22/2024 8:59	Gallons	57.7	104 KRISTY DR
241065569	12/22/2024 9:59	241.464	KGAL	12/22/2024 9:59	Gallons	56.9	104 KRISTY DR
241065569	12/22/2024 10:59	241.5218	KGAL	12/22/2024 10:59	Gallons	57.8	104 KRISTY DR
241065569	12/22/2024 11:59	241.578	KGAL	12/22/2024 11:59	Gallons	56.2	104 KRISTY DR
241065569	12/22/2024 12:59	241.6359	KGAL	12/22/2024 12:59	Gallons	57.9	104 KRISTY DR
241065569	12/22/2024 13:59	241.6958	KGAL	12/22/2024 13:59	Gallons	59.9	104 KRISTY DR
241065569	12/22/2024 14:59	241.7559	KGAL	12/22/2024 14:59	Gallons	60.1	104 KRISTY DR
241065569	12/22/2024 15:59	241.8208	KGAL	12/22/2024 15:59	Gallons	64.9	104 KRISTY DR
241065569	12/22/2024 16:59	241.8888	KGAL	12/22/2024 16:59	Gallons	68	104 KRISTY DR
241065569	12/22/2024 17:59	241.9734	KGAL	12/22/2024 17:59	Gallons	84.6	104 KRISTY DR
241065569	12/22/2024 18:59	242.0401	KGAL	12/22/2024 18:59	Gallons	66.7	104 KRISTY DR
241065569	12/22/2024 19:59	242.1111	KGAL	12/22/2024 19:59	Gallons	71	104 KRISTY DR
241065569	12/22/2024 20:59	242.1792	KGAL	12/22/2024 20:59	Gallons	68.1	104 KRISTY DR
241065569	12/22/2024 21:59	242.2513	KGAL	12/22/2024 21:59	Gallons	72.1	104 KRISTY DR
241065569	12/22/2024 22:59	242.3186	KGAL	12/22/2024 22:59	Gallons	67.3	104 KRISTY DR
241065569	12/22/2024 23:59	242.3931	KGAL	12/22/2024 23:59	Gallons	74.5	104 KRISTY DR
241065569	12/23/2024 0:59	242.4615	KGAL	12/23/2024 0:59	Gallons	68.4	104 KRISTY DR
241065569	12/23/2024 1:59	242.5327	KGAL	12/23/2024 1:59	Gallons	71.2	104 KRISTY DR
241065569	12/23/2024 2:59	242.6017	KGAL	12/23/2024 2:59	Gallons	69	104 KRISTY DR
241065569	12/23/2024 3:59	242.6711	KGAL	12/23/2024 3:59	Gallons	69.4	104 KRISTY DR
241065569	12/23/2024 4:59	242.7429	KGAL	12/23/2024 4:59	Gallons	71.8	104 KRISTY DR
241065569	12/23/2024 5:59	242.8132	KGAL	12/23/2024 5:59	Gallons	70.3	104 KRISTY DR
241065569	12/23/2024 6:59	242.8875	KGAL	12/23/2024 6:59	Gallons	74.3	104 KRISTY DR
241065569	12/23/2024 7:59	242.9632	KGAL	12/23/2024 7:59	Gallons	75.7	104 KRISTY DR
241065569	12/23/2024 8:59	243.0407	KGAL	12/23/2024 8:59	Gallons	77.5	104 KRISTY DR
241065569	12/23/2024 9:59	243.1453	KGAL	12/23/2024 9:59	Gallons	104.6	104 KRISTY DR
241065569	12/23/2024 10:59	243.2295	KGAL	12/23/2024 10:59	Gallons	84.2	104 KRISTY DR
241065569	12/23/2024 11:59	243.3088	KGAL	12/23/2024 11:59	Gallons	79.3	104 KRISTY DR
241065569	12/23/2024 12:59	243.3932	KGAL	12/23/2024 12:59	Gallons	84.4	104 KRISTY DR
241065569	12/23/2024 13:59	243.475	KGAL	12/23/2024 13:59	Gallons	81.8	104 KRISTY DR
241065569	12/23/2024 14:59	243.5524	KGAL	12/23/2024 14:59	Gallons	77.4	104 KRISTY DR
241065569	12/23/2024 15:59	243.6338	KGAL	12/23/2024 15:59	Gallons	81.4	104 KRISTY DR
241065569	12/23/2024 16:59	243.712	KGAL	12/23/2024 16:59	Gallons	78.2	104 KRISTY DR
241065569	12/23/2024 17:59	243.8492	KGAL	12/23/2024 17:59	Gallons	137.2	104 KRISTY DR
241065569	12/23/2024 18:59	243.931	KGAL	12/23/2024 18:59	Gallons	81.8	104 KRISTY DR
241065569	12/23/2024 19:59	244.0111	KGAL	12/23/2024 19:59	Gallons	80.1	104 KRISTY DR
241065569	12/23/2024 20:59	244.0974	KGAL	12/23/2024 20:59	Gallons	86.3	104 KRISTY DR
241065569	12/23/2024 21:59	244.1933	KGAL	12/23/2024 21:59	Gallons	95.9	104 KRISTY DR
241065569	12/23/2024 22:59	244.2756	KGAL	12/23/2024 22:59	Gallons	82.3	104 KRISTY DR
241065569	12/23/2024 23:59	244.3625	KGAL	12/23/2024 23:59	Gallons	86.9	104 KRISTY DR
241065569	12/24/2024 0:59	244.4507	KGAL	12/24/2024 0:59	Gallons	88.2	104 KRISTY DR
241065569	12/24/2024 1:59	244.5368	KGAL	12/24/2024 1:59	Gallons	86.1	104 KRISTY DR
241065569	12/24/2024 2:59	244.6202	KGAL	12/24/2024 2:59	Gallons	83.4	104 KRISTY DR

241065569	12/24/2024 3:59	244.7034	KGAL	12/24/2024 3:59	Gallons	83.2	104 KRISTY DR
241065569	12/24/2024 4:59	244.7887	KGAL	12/24/2024 4:59	Gallons	85.3	104 KRISTY DR
241065569	12/24/2024 5:59	244.8761	KGAL	12/24/2024 5:59	Gallons	87.4	104 KRISTY DR
241065569	12/24/2024 6:59	244.9623	KGAL	12/24/2024 6:59	Gallons	86.2	104 KRISTY DR
241065569	12/24/2024 7:59	245.0479	KGAL	12/24/2024 7:59	Gallons	85.6	104 KRISTY DR
241065569	12/24/2024 8:59	245.138	KGAL	12/24/2024 8:59	Gallons	90.1	104 KRISTY DR
241065569	12/24/2024 9:59	245.23	KGAL	12/24/2024 9:59	Gallons	92	104 KRISTY DR
241065569	12/24/2024 10:59	245.3199	KGAL	12/24/2024 10:59	Gallons	89.9	104 KRISTY DR
241065569	12/24/2024 11:59	245.4158	KGAL	12/24/2024 11:59	Gallons	95.9	104 KRISTY DR
241065569	12/24/2024 12:59	245.5199	KGAL	12/24/2024 12:59	Gallons	104.1	104 KRISTY DR
241065569	12/24/2024 13:59	245.6181	KGAL	12/24/2024 13:59	Gallons	98.2	104 KRISTY DR
241065569	12/24/2024 14:59	245.7179	KGAL	12/24/2024 14:59	Gallons	99.8	104 KRISTY DR
241065569	12/24/2024 15:59	245.8222	KGAL	12/24/2024 15:59	Gallons	104.3	104 KRISTY DR
241065569	12/24/2024 16:59	245.9559	KGAL	12/24/2024 16:59	Gallons	133.7	104 KRISTY DR
241065569	12/24/2024 17:59	246.0565	KGAL	12/24/2024 17:59	Gallons	100.6	104 KRISTY DR
241065569	12/24/2024 18:59	246.1628	KGAL	12/24/2024 18:59	Gallons	106.3	104 KRISTY DR
241065569	12/24/2024 19:59	246.2715	KGAL	12/24/2024 19:59	Gallons	108.7	104 KRISTY DR
241065569	12/24/2024 20:59	246.3823	KGAL	12/24/2024 20:59	Gallons	110.8	104 KRISTY DR
241065569	12/24/2024 21:59	246.4879	KGAL	12/24/2024 21:59	Gallons	105.6	104 KRISTY DR
241065569	12/24/2024 22:59	246.5969	KGAL	12/24/2024 22:59	Gallons	109	104 KRISTY DR
241065569	12/24/2024 23:59	246.7104	KGAL	12/24/2024 23:59	Gallons	113.5	104 KRISTY DR
241065569	12/25/2024 0:59	246.8156	KGAL	12/25/2024 0:59	Gallons	105.2	104 KRISTY DR
241065569	12/25/2024 1:59	246.9262	KGAL	12/25/2024 1:59	Gallons	110.6	104 KRISTY DR
241065569	12/25/2024 2:59	247.0329	KGAL	12/25/2024 2:59	Gallons	106.7	104 KRISTY DR
241065569	12/25/2024 3:59	247.1408	KGAL	12/25/2024 3:59	Gallons	107.9	104 KRISTY DR
241065569	12/25/2024 4:59	247.2487	KGAL	12/25/2024 4:59	Gallons	107.9	104 KRISTY DR
241065569	12/25/2024 5:59	247.3631	KGAL	12/25/2024 5:59	Gallons	114.4	104 KRISTY DR
241065569	12/25/2024 6:59	247.4741	KGAL	12/25/2024 6:59	Gallons	111	104 KRISTY DR
241065569	12/25/2024 7:59	247.5882	KGAL	12/25/2024 7:59	Gallons	114.1	104 KRISTY DR
241065569	12/25/2024 8:59	247.7041	KGAL	12/25/2024 8:59	Gallons	115.9	104 KRISTY DR
241065569	12/25/2024 9:59	247.8401	KGAL	12/25/2024 9:59	Gallons	136	104 KRISTY DR
241065569	12/25/2024 10:59	247.9722	KGAL	12/25/2024 10:59	Gallons	132.1	104 KRISTY DR
241065569	12/25/2024 11:59	248.0954	KGAL	12/25/2024 11:59	Gallons	123.2	104 KRISTY DR
241065569	12/25/2024 12:59	248.2244	KGAL	12/25/2024 12:59	Gallons	129	104 KRISTY DR
241065569	12/25/2024 13:59	248.3628	KGAL	12/25/2024 13:59	Gallons	138.4	104 KRISTY DR
241065569	12/25/2024 14:59	248.4828	KGAL	12/25/2024 14:59	Gallons	120	104 KRISTY DR
241065569	12/25/2024 15:59	248.6056	KGAL	12/25/2024 15:59	Gallons	122.8	104 KRISTY DR
241065569	12/25/2024 16:59	248.7312	KGAL	12/25/2024 16:59	Gallons	125.6	104 KRISTY DR
241065569	12/25/2024 17:59	248.857	KGAL	12/25/2024 17:59	Gallons	125.8	104 KRISTY DR
241065569	12/25/2024 18:59	248.9825	KGAL	12/25/2024 18:59	Gallons	125.5	104 KRISTY DR
241065569	12/25/2024 19:59	249.1165	KGAL	12/25/2024 19:59	Gallons	134	104 KRISTY DR
241065569	12/25/2024 20:59	249.2578	KGAL	12/25/2024 20:59	Gallons	141.3	104 KRISTY DR
241065569	12/25/2024 21:59	249.3954	KGAL	12/25/2024 21:59	Gallons	137.6	104 KRISTY DR
241065569	12/25/2024 22:59	249.5341	KGAL	12/25/2024 22:59	Gallons	138.7	104 KRISTY DR

241065569	12/25/2024 23:59	249.6709	KGAL	12/25/2024 23:59	Gallons	136.8	104 KRISTY DR
241065569	12/26/2024 0:59	249.8073	KGAL	12/26/2024 0:59	Gallons	136.4	104 KRISTY DR
241065569	12/26/2024 1:59	249.9441	KGAL	12/26/2024 1:59	Gallons	136.8	104 KRISTY DR
241065569	12/26/2024 2:59	250.0821	KGAL	12/26/2024 2:59	Gallons	138	104 KRISTY DR
241065569	12/26/2024 3:59	250.2214	KGAL	12/26/2024 3:59	Gallons	139.3	104 KRISTY DR
241065569	12/26/2024 4:59	250.3614	KGAL	12/26/2024 4:59	Gallons	140	104 KRISTY DR
241065569	12/26/2024 5:59	250.5113	KGAL	12/26/2024 5:59	Gallons	149.9	104 KRISTY DR
241065569	12/26/2024 6:59	250.655	KGAL	12/26/2024 6:59	Gallons	143.7	104 KRISTY DR
241065569	12/26/2024 7:59	250.8007	KGAL	12/26/2024 7:59	Gallons	145.7	104 KRISTY DR
241065569	12/26/2024 8:59	250.9692	KGAL	12/26/2024 8:59	Gallons	168.5	104 KRISTY DR
241065569	12/26/2024 9:59	251.1225	KGAL	12/26/2024 9:59	Gallons	153.3	104 KRISTY DR
241065569	12/26/2024 10:59	251.2711	KGAL	12/26/2024 10:59	Gallons	148.6	104 KRISTY DR
241065569	12/26/2024 11:59	251.4155	KGAL	12/26/2024 11:59	Gallons	144.4	104 KRISTY DR
241065569	12/26/2024 12:59	251.5703	KGAL	12/26/2024 12:59	Gallons	154.8	104 KRISTY DR
241065569	12/26/2024 13:59	251.7295	KGAL	12/26/2024 13:59	Gallons	159.2	104 KRISTY DR
241065569	12/26/2024 14:59	251.8906	KGAL	12/26/2024 14:59	Gallons	161.1	104 KRISTY DR
241065569	12/26/2024 15:59	252.052	KGAL	12/26/2024 15:59	Gallons	161.4	104 KRISTY DR
241065569	12/26/2024 16:59	252.2143	KGAL	12/26/2024 16:59	Gallons	162.3	104 KRISTY DR
241065569	12/26/2024 17:59	252.3774	KGAL	12/26/2024 17:59	Gallons	163.1	104 KRISTY DR
241065569	12/26/2024 18:59	252.541	KGAL	12/26/2024 18:59	Gallons	163.6	104 KRISTY DR
241065569	12/26/2024 19:59	252.7062	KGAL	12/26/2024 19:59	Gallons	165.2	104 KRISTY DR
241065569	12/26/2024 20:59	252.8716	KGAL	12/26/2024 20:59	Gallons	165.4	104 KRISTY DR
241065569	12/26/2024 21:59	253.0419	KGAL	12/26/2024 21:59	Gallons	170.3	104 KRISTY DR
241065569	12/26/2024 22:59	253.2174	KGAL	12/26/2024 22:59	Gallons	175.5	104 KRISTY DR
241065569	12/26/2024 23:59	253.3896	KGAL	12/26/2024 23:59	Gallons	172.2	104 KRISTY DR
241065569	12/27/2024 0:59	253.5697	KGAL	12/27/2024 0:59	Gallons	180.1	104 KRISTY DR
241065569	12/27/2024 1:59	253.7527	KGAL	12/27/2024 1:59	Gallons	183	104 KRISTY DR
241065569	12/27/2024 2:59	253.9358	KGAL	12/27/2024 2:59	Gallons	183.1	104 KRISTY DR
241065569	12/27/2024 3:59	254.1205	KGAL	12/27/2024 3:59	Gallons	184.7	104 KRISTY DR
241065569	12/27/2024 4:59	254.3098	KGAL	12/27/2024 4:59	Gallons	189.3	104 KRISTY DR
241065569	12/27/2024 5:59	254.505	KGAL	12/27/2024 5:59	Gallons	195.2	104 KRISTY DR
241065569	12/27/2024 6:59	254.6956	KGAL	12/27/2024 6:59	Gallons	190.6	104 KRISTY DR
241065569	12/27/2024 7:59	254.8932	KGAL	12/27/2024 7:59	Gallons	197.6	104 KRISTY DR
241065569	12/27/2024 8:59	255.1157	KGAL	12/27/2024 8:59	Gallons	222.5	104 KRISTY DR
241065569	12/27/2024 9:59	255.4728	KGAL	12/27/2024 9:59	Gallons	357.1	104 KRISTY DR
241065569	12/27/2024 10:59	255.8956	KGAL	12/27/2024 10:59	Gallons	422.8	104 KRISTY DR
241065569	12/27/2024 11:59	256.3365	KGAL	12/27/2024 11:59	Gallons	440.9	104 KRISTY DR
241065569	12/27/2024 12:59	256.7902	KGAL	12/27/2024 12:59	Gallons	453.7	104 KRISTY DR
241065569	12/27/2024 13:59	257.2789	KGAL	12/27/2024 13:59	Gallons	488.7	104 KRISTY DR
241065569	12/27/2024 14:59	257.75	KGAL	12/27/2024 14:59	Gallons	471.1	104 KRISTY DR
241065569	12/27/2024 15:59	258.2266	KGAL	12/27/2024 15:59	Gallons	476.6	104 KRISTY DR
241065569	12/27/2024 16:59	258.7501	KGAL	12/27/2024 16:59	Gallons	523.5	104 KRISTY DR
241065569	12/27/2024 17:59	259.2394	KGAL	12/27/2024 17:59	Gallons	489.3	104 KRISTY DR
241065569	12/27/2024 18:59	259.7909	KGAL	12/27/2024 18:59	Gallons	551.5	104 KRISTY DR

241065569	12/27/2024 19:59	260.2985	KGAL	12/27/2024 19:59	Gallons	507.6	104 KRISTY DR
241065569	12/27/2024 20:59	260.8099	KGAL	12/27/2024 20:59	Gallons	511.4	104 KRISTY DR
241065569	12/27/2024 21:59	261.3199	KGAL	12/27/2024 21:59	Gallons	510	104 KRISTY DR
241065569	12/27/2024 22:59	261.8447	KGAL	12/27/2024 22:59	Gallons	524.8	104 KRISTY DR
241065569	12/27/2024 23:59	262.3662	KGAL	12/27/2024 23:59	Gallons	521.5	104 KRISTY DR
241065569	12/28/2024 0:59	262.8915	KGAL	12/28/2024 0:59	Gallons	525.3	104 KRISTY DR
241065569	12/28/2024 1:59	263.424	KGAL	12/28/2024 1:59	Gallons	532.5	104 KRISTY DR
241065569	12/28/2024 2:59	263.9647	KGAL	12/28/2024 2:59	Gallons	540.7	104 KRISTY DR
241065569	12/28/2024 3:59	264.5042	KGAL	12/28/2024 3:59	Gallons	539.5	104 KRISTY DR
241065569	12/28/2024 4:59	265.0476	KGAL	12/28/2024 4:59	Gallons	543.4	104 KRISTY DR
241065569	12/28/2024 5:59	265.601	KGAL	12/28/2024 5:59	Gallons	553.4	104 KRISTY DR
241065569	12/28/2024 6:59	266.1572	KGAL	12/28/2024 6:59	Gallons	556.2	104 KRISTY DR
241065569	12/28/2024 7:59	266.7181	KGAL	12/28/2024 7:59	Gallons	560.9	104 KRISTY DR
241065569	12/28/2024 8:59	267.2846	KGAL	12/28/2024 8:59	Gallons	566.5	104 KRISTY DR
241065569	12/28/2024 9:59	267.8685	KGAL	12/28/2024 9:59	Gallons	583.9	104 KRISTY DR
241065569	12/28/2024 10:59	268.4402	KGAL	12/28/2024 10:59	Gallons	571.7	104 KRISTY DR
241065569	12/28/2024 11:59	269.0252	KGAL	12/28/2024 11:59	Gallons	585	104 KRISTY DR
241065569	12/28/2024 12:59	269.612	KGAL	12/28/2024 12:59	Gallons	586.8	104 KRISTY DR
241065569	12/28/2024 13:59	270.2344	KGAL	12/28/2024 13:59	Gallons	622.4	104 KRISTY DR
241065569	12/28/2024 14:59	270.864	KGAL	12/28/2024 14:59	Gallons	629.6	104 KRISTY DR
241065569	12/28/2024 15:59	271.4821	KGAL	12/28/2024 15:59	Gallons	618.1	104 KRISTY DR
241065569	12/28/2024 16:59	272.1425	KGAL	12/28/2024 16:59	Gallons	660.4	104 KRISTY DR
241065569	12/28/2024 17:59	272.7735	KGAL	12/28/2024 17:59	Gallons	631	104 KRISTY DR
241065569	12/28/2024 18:59	273.3885	KGAL	12/28/2024 18:59	Gallons	615	104 KRISTY DR
241065569	12/28/2024 19:59	274.0096	KGAL	12/28/2024 19:59	Gallons	621.1	104 KRISTY DR
241065569	12/28/2024 20:59	274.6306	KGAL	12/28/2024 20:59	Gallons	621	104 KRISTY DR
241065569	12/28/2024 21:59	275.2584	KGAL	12/28/2024 21:59	Gallons	627.8	104 KRISTY DR
241065569	12/28/2024 22:59	275.884	KGAL	12/28/2024 22:59	Gallons	625.6	104 KRISTY DR
241065569	12/28/2024 23:59	276.507	KGAL	12/28/2024 23:59	Gallons	623	104 KRISTY DR
241065569	12/29/2024 0:59	277.1342	KGAL	12/29/2024 0:59	Gallons	627.2	104 KRISTY DR
241065569	12/29/2024 1:59	277.7652	KGAL	12/29/2024 1:59	Gallons	631	104 KRISTY DR
241065569	12/29/2024 2:59	278.4016	KGAL	12/29/2024 2:59	Gallons	636.4	104 KRISTY DR
241065569	12/29/2024 3:59	279.0382	KGAL	12/29/2024 3:59	Gallons	636.6	104 KRISTY DR
241065569	12/29/2024 4:59	279.6773	KGAL	12/29/2024 4:59	Gallons	639.1	104 KRISTY DR
241065569	12/29/2024 5:59	280.3189	KGAL	12/29/2024 5:59	Gallons	641.6	104 KRISTY DR
241065569	12/29/2024 6:59	280.9692	KGAL	12/29/2024 6:59	Gallons	650.3	104 KRISTY DR
241065569	12/29/2024 7:59	281.6203	KGAL	12/29/2024 7:59	Gallons	651.1	104 KRISTY DR
241065569	12/29/2024 8:59	282.2765	KGAL	12/29/2024 8:59	Gallons	656.2	104 KRISTY DR
241065569	12/29/2024 9:59	282.9501	KGAL	12/29/2024 9:59	Gallons	673.6	104 KRISTY DR
241065569	12/29/2024 10:59	283.6293	KGAL	12/29/2024 10:59	Gallons	679.2	104 KRISTY DR
241065569	12/29/2024 11:59	284.2892	KGAL	12/29/2024 11:59	Gallons	659.9	104 KRISTY DR
241065569	12/29/2024 12:59	284.9587	KGAL	12/29/2024 12:59	Gallons	669.5	104 KRISTY DR
241065569	12/29/2024 13:59	285.6284	KGAL	12/29/2024 13:59	Gallons	669.7	104 KRISTY DR
241065569	12/29/2024 14:59	286.3231	KGAL	12/29/2024 14:59	Gallons	694.7	104 KRISTY DR

241065569	12/29/2024 15:59	287.0064	KGAL	12/29/2024 15:59	Gallons	683.3	104 KRISTY DR
241065569	12/29/2024 16:59	287.6932	KGAL	12/29/2024 16:59	Gallons	686.8	104 KRISTY DR
241065569	12/29/2024 17:59	288.3795	KGAL	12/29/2024 17:59	Gallons	686.3	104 KRISTY DR
241065569	12/29/2024 18:59	289.0783	KGAL	12/29/2024 18:59	Gallons	698.8	104 KRISTY DR
241065569	12/29/2024 19:59	289.7724	KGAL	12/29/2024 19:59	Gallons	694.1	104 KRISTY DR
241065569	12/29/2024 20:59	290.4642	KGAL	12/29/2024 20:59	Gallons	691.8	104 KRISTY DR
241065569	12/29/2024 21:59	291.1631	KGAL	12/29/2024 21:59	Gallons	698.9	104 KRISTY DR
241065569	12/29/2024 22:59	291.8668	KGAL	12/29/2024 22:59	Gallons	703.7	104 KRISTY DR
241065569	12/29/2024 23:59	292.5636	KGAL	12/29/2024 23:59	Gallons	696.8	104 KRISTY DR
241065569	12/30/2024 0:59	293.2616	KGAL	12/30/2024 0:59	Gallons	698	104 KRISTY DR
241065569	12/30/2024 1:59	293.969	KGAL	12/30/2024 1:59	Gallons	707.4	104 KRISTY DR
241065569	12/30/2024 2:59	294.6784	KGAL	12/30/2024 2:59	Gallons	709.4	104 KRISTY DR
241065569	12/30/2024 3:59	295.3975	KGAL	12/30/2024 3:59	Gallons	719.1	104 KRISTY DR
241065569	12/30/2024 4:59	296.1184	KGAL	12/30/2024 4:59	Gallons	720.9	104 KRISTY DR
241065569	12/30/2024 5:59	296.8462	KGAL	12/30/2024 5:59	Gallons	727.8	104 KRISTY DR
241065569	12/30/2024 6:59	297.5827	KGAL	12/30/2024 6:59	Gallons	736.5	104 KRISTY DR
241065569	12/30/2024 7:59	298.3191	KGAL	12/30/2024 7:59	Gallons	736.4	104 KRISTY DR
241065569	12/30/2024 8:59	299.0943	KGAL	12/30/2024 8:59	Gallons	775.2	104 KRISTY DR
241065569	12/30/2024 9:59	299.836	KGAL	12/30/2024 9:59	Gallons	741.7	104 KRISTY DR
241065569	12/30/2024 10:59	300.5798	KGAL	12/30/2024 10:59	Gallons	743.8	104 KRISTY DR
241065569	12/30/2024 11:59	301.3377	KGAL	12/30/2024 11:59	Gallons	757.9	104 KRISTY DR
241065569	12/30/2024 12:59	302.1135	KGAL	12/30/2024 12:59	Gallons	775.8	104 KRISTY DR
241065569	12/30/2024 13:59	302.957	KGAL	12/30/2024 13:59	Gallons	843.5	104 KRISTY DR
241065569	12/30/2024 14:59	303.832	KGAL	12/30/2024 14:59	Gallons	875	104 KRISTY DR
241065569	12/30/2024 15:59	304.7067	KGAL	12/30/2024 15:59	Gallons	874.7	104 KRISTY DR
241065569	12/30/2024 16:59	305.5831	KGAL	12/30/2024 16:59	Gallons	876.4	104 KRISTY DR
241065569	12/30/2024 17:59	306.4582	KGAL	12/30/2024 17:59	Gallons	875.1	104 KRISTY DR
241065569	12/30/2024 18:59	307.3363	KGAL	12/30/2024 18:59	Gallons	878.1	104 KRISTY DR
241065569	12/30/2024 19:59	308.2744	KGAL	12/30/2024 19:59	Gallons	938.1	104 KRISTY DR
241065569	12/30/2024 20:59	309.1486	KGAL	12/30/2024 20:59	Gallons	874.2	104 KRISTY DR
241065569	12/30/2024 21:59	310.0251	KGAL	12/30/2024 21:59	Gallons	876.5	104 KRISTY DR
241065569	12/30/2024 22:59	310.9069	KGAL	12/30/2024 22:59	Gallons	881.8	104 KRISTY DR
241065569	12/30/2024 23:59	311.7838	KGAL	12/30/2024 23:59	Gallons	876.9	104 KRISTY DR
241065569	12/31/2024 0:59	312.6608	KGAL	12/31/2024 0:59	Gallons	877	104 KRISTY DR
241065569	12/31/2024 1:59	313.5361	KGAL	12/31/2024 1:59	Gallons	875.3	104 KRISTY DR
241065569	12/31/2024 2:59	314.4093	KGAL	12/31/2024 2:59	Gallons	873.2	104 KRISTY DR
241065569	12/31/2024 3:59	315.2836	KGAL	12/31/2024 3:59	Gallons	874.3	104 KRISTY DR
241065569	12/31/2024 4:59	316.1554	KGAL	12/31/2024 4:59	Gallons	871.8	104 KRISTY DR
241065569	12/31/2024 5:59	317.0309	KGAL	12/31/2024 5:59	Gallons	875.5	104 KRISTY DR
241065569	12/31/2024 6:59	317.9078	KGAL	12/31/2024 6:59	Gallons	876.9	104 KRISTY DR
241065569	12/31/2024 7:59	318.7903	KGAL	12/31/2024 7:59	Gallons	882.5	104 KRISTY DR
241065569	12/31/2024 8:59	319.6763	KGAL	12/31/2024 8:59	Gallons	886	104 KRISTY DR
241065569	12/31/2024 9:59	320.5653	KGAL	12/31/2024 9:59	Gallons	889	104 KRISTY DR
241065569	12/31/2024 10:59	321.4519	KGAL	12/31/2024 10:59	Gallons	886.6	104 KRISTY DR

Date Flow

241065569	12/31/2024 11:59	322.3345	KGAL	12/31/2024 11:59	Gallons	882.6	104 KRISTY DR
241065569	12/31/2024 12:59	323.2226	KGAL	12/31/2024 12:59	Gallons	888.1	104 KRISTY DR
241065569	12/31/2024 13:59	324.1072	KGAL	12/31/2024 13:59	Gallons	884.6	104 KRISTY DR
241065569	12/31/2024 14:59	325.0094	KGAL	12/31/2024 14:59	Gallons	902.2	104 KRISTY DR
241065569	12/31/2024 15:59	325.9299	KGAL	12/31/2024 15:59	Gallons	920.5	104 KRISTY DR
241065569	12/31/2024 16:59	326.8261	KGAL	12/31/2024 16:59	Gallons	896.2	104 KRISTY DR
241065569	12/31/2024 17:59	327.7144	KGAL	12/31/2024 17:59	Gallons	888.3	104 KRISTY DR
241065569	12/31/2024 18:59	328.5992	KGAL	12/31/2024 18:59	Gallons	884.8	104 KRISTY DR
241065569	12/31/2024 19:59	329.4856	KGAL	12/31/2024 19:59	Gallons	886.4	104 KRISTY DR
241065569	12/31/2024 20:59	330.3776	KGAL	12/31/2024 20:59	Gallons	892	104 KRISTY DR
241065569	12/31/2024 21:59	331.2637	KGAL	12/31/2024 21:59	Gallons	886.1	104 KRISTY DR
241065569	12/31/2024 22:59	332.1459	KGAL	12/31/2024 22:59	Gallons	882.2	104 KRISTY DR
241065569	12/31/2024 23:59	333.0207	KGAL	12/31/2024 23:59	Gallons	874.8	104 KRISTY DR
241065569	1/1/2025 0:59	333.8918	KGAL	1/1/2025 0:59	Gallons	871.1	104 KRISTY DR
241065569	1/1/2025 1:59	334.7645	KGAL	1/1/2025 1:59	Gallons	872.7	104 KRISTY DR
241065569	1/1/2025 2:59	335.635	KGAL	1/1/2025 2:59	Gallons	870.5	104 KRISTY DR
241065569	1/1/2025 3:59	336.5046	KGAL	1/1/2025 3:59	Gallons	869.6	104 KRISTY DR
241065569	1/1/2025 4:59	337.3799	KGAL	1/1/2025 4:59	Gallons	875.3	104 KRISTY DR
241065569	1/1/2025 5:59	338.2598	KGAL	1/1/2025 5:59	Gallons	879.9	104 KRISTY DR
241065569	1/1/2025 6:59	339.1439	KGAL	1/1/2025 6:59	Gallons	884.1	104 KRISTY DR
241065569	1/1/2025 7:59	340.0282	KGAL	1/1/2025 7:59	Gallons	884.3	104 KRISTY DR
241065569	1/1/2025 8:59	340.9149	KGAL	1/1/2025 8:59	Gallons	886.7	104 KRISTY DR
241065569	1/1/2025 9:59	341.8056	KGAL	1/1/2025 9:59	Gallons	890.7	104 KRISTY DR
241065569	1/1/2025 10:59	342.7156	KGAL	1/1/2025 10:59	Gallons	910	104 KRISTY DR
241065569	1/1/2025 11:59	343.6125	KGAL	1/1/2025 11:59	Gallons	896.9	104 KRISTY DR
241065569	1/1/2025 12:59	344.5107	KGAL	1/1/2025 12:59	Gallons	898.2	104 KRISTY DR
241065569	1/1/2025 13:59	345.4233	KGAL	1/1/2025 13:59	Gallons	912.6	104 KRISTY DR
241065569	1/1/2025 14:59	346.3385	KGAL	1/1/2025 14:59	Gallons	915.2	104 KRISTY DR
241065569	1/1/2025 15:59	347.245	KGAL	1/1/2025 15:59	Gallons	906.5	104 KRISTY DR
241065569	1/1/2025 16:59	348.1891	KGAL	1/1/2025 16:59	Gallons	944.1	104 KRISTY DR
241065569	1/1/2025 17:59	349.1248	KGAL	1/1/2025 17:59	Gallons	935.7	104 KRISTY DR
241065569	1/1/2025 18:59	350.0406	KGAL	1/1/2025 18:59	Gallons	915.8	104 KRISTY DR
241065569	1/1/2025 19:59	350.9508	KGAL	1/1/2025 19:59	Gallons	910.2	104 KRISTY DR
241065569	1/1/2025 20:59	351.8602	KGAL	1/1/2025 20:59	Gallons	909.4	104 KRISTY DR
241065569	1/1/2025 21:59	352.7701	KGAL	1/1/2025 21:59	Gallons	909.9	104 KRISTY DR
241065569	1/1/2025 22:59	353.6814	KGAL	1/1/2025 22:59	Gallons	911.3	104 KRISTY DR
241065569	1/1/2025 23:59	354.593	KGAL	1/1/2025 23:59	Gallons	911.6	104 KRISTY DR
241065569	1/2/2025 0:59	355.5002	KGAL	1/2/2025 0:59	Gallons	907.2	104 KRISTY DR
241065569	1/2/2025 1:59	356.4045	KGAL	1/2/2025 1:59	Gallons	904.3	104 KRISTY DR
241065569	1/2/2025 2:59	357.3146	KGAL	1/2/2025 2:59	Gallons	910.1	104 KRISTY DR
241065569	1/2/2025 3:59	358.227	KGAL	1/2/2025 3:59	Gallons	912.4	104 KRISTY DR
241065569	1/2/2025 4:59	359.1367	KGAL	1/2/2025 4:59	Gallons	909.7	104 KRISTY DR
241065569	1/2/2025 5:59	360.0475	KGAL	1/2/2025 5:59	Gallons	910.8	104 KRISTY DR
241065569	1/2/2025 6:59	360.9637	KGAL	1/2/2025 6:59	Gallons	916.2	104 KRISTY DR

241065569	1/2/2025 7:59	361.8801	KGAL	1/2/2025 7:59	Gallons	916.4	104 KRISTY DR
241065569	1/2/2025 8:59	362.8034	KGAL	1/2/2025 8:59	Gallons	923.3	104 KRISTY DR
241065569	1/2/2025 9:59	363.725	KGAL	1/2/2025 9:59	Gallons	921.6	104 KRISTY DR
241065569	1/2/2025 10:59	364.6794	KGAL	1/2/2025 10:59	Gallons	954.4	104 KRISTY DR
241065569	1/2/2025 11:59	365.6083	KGAL	1/2/2025 11:59	Gallons	928.9	104 KRISTY DR
241065569	1/2/2025 12:59	366.5502	KGAL	1/2/2025 12:59	Gallons	941.9	104 KRISTY DR
241065569	1/2/2025 13:59	367.5156	KGAL	1/2/2025 13:59	Gallons	965.4	104 KRISTY DR
241065569	1/2/2025 14:59	368.4645	KGAL	1/2/2025 14:59	Gallons	948.9	104 KRISTY DR
241065569	1/2/2025 15:59	369.4334	KGAL	1/2/2025 15:59	Gallons	968.9	104 KRISTY DR
241065569	1/2/2025 16:59	370.3971	KGAL	1/2/2025 16:59	Gallons	963.7	104 KRISTY DR
241065569	1/2/2025 17:59	371.3393	KGAL	1/2/2025 17:59	Gallons	942.2	104 KRISTY DR
241065569	1/2/2025 18:59	372.2708	KGAL	1/2/2025 18:59	Gallons	931.5	104 KRISTY DR
241065569	1/2/2025 19:59	373.1983	KGAL	1/2/2025 19:59	Gallons	927.5	104 KRISTY DR
241065569	1/2/2025 20:59	374.143	KGAL	1/2/2025 20:59	Gallons	944.7	104 KRISTY DR
241065569	1/2/2025 21:59	375.0737	KGAL	1/2/2025 21:59	Gallons	930.7	104 KRISTY DR
241065569	1/2/2025 22:59	376.004	KGAL	1/2/2025 22:59	Gallons	930.3	104 KRISTY DR
241065569	1/2/2025 23:59	376.9268	KGAL	1/2/2025 23:59	Gallons	922.8	104 KRISTY DR
241065569	1/3/2025 0:59	377.8483	KGAL	1/3/2025 0:59	Gallons	921.5	104 KRISTY DR
241065569	1/3/2025 1:59	378.7729	KGAL	1/3/2025 1:59	Gallons	924.6	104 KRISTY DR
241065569	1/3/2025 2:59	379.6993	KGAL	1/3/2025 2:59	Gallons	926.4	104 KRISTY DR
241065569	1/3/2025 3:59	380.6279	KGAL	1/3/2025 3:59	Gallons	928.6	104 KRISTY DR
241065569	1/3/2025 4:59	381.5542	KGAL	1/3/2025 4:59	Gallons	926.3	104 KRISTY DR
241065569	1/3/2025 5:59	382.483	KGAL	1/3/2025 5:59	Gallons	928.8	104 KRISTY DR
241065569	1/3/2025 6:59	383.4136	KGAL	1/3/2025 6:59	Gallons	930.6	104 KRISTY DR
241065569	1/3/2025 7:59	384.3448	KGAL	1/3/2025 7:59	Gallons	931.2	104 KRISTY DR
241065569	1/3/2025 8:59	385.2901	KGAL	1/3/2025 8:59	Gallons	945.3	104 KRISTY DR
241065569	1/3/2025 9:59	386.2261	KGAL	1/3/2025 9:59	Gallons	936	104 KRISTY DR
241065569	1/3/2025 10:59	387.1604	KGAL	1/3/2025 10:59	Gallons	934.3	104 KRISTY DR
241065569	1/3/2025 11:59	388.0984	KGAL	1/3/2025 11:59	Gallons	938	104 KRISTY DR
241065569	1/3/2025 12:59	389.0406	KGAL	1/3/2025 12:59	Gallons	942.2	104 KRISTY DR
241065569	1/3/2025 13:59	389.9831	KGAL	1/3/2025 13:59	Gallons	942.5	104 KRISTY DR
241065569	1/3/2025 14:59	390.9291	KGAL	1/3/2025 14:59	Gallons	946	104 KRISTY DR
241065569	1/3/2025 15:59	391.8745	KGAL	1/3/2025 15:59	Gallons	945.4	104 KRISTY DR
241065569	1/3/2025 16:59	392.8242	KGAL	1/3/2025 16:59	Gallons	949.7	104 KRISTY DR
241065569	1/3/2025 17:59	393.7731	KGAL	1/3/2025 17:59	Gallons	948.9	104 KRISTY DR
241065569	1/3/2025 18:59	394.7753	KGAL	1/3/2025 18:59	Gallons	1002.2	104 KRISTY DR
241065569	1/3/2025 19:59	395.7203	KGAL	1/3/2025 19:59	Gallons	945	104 KRISTY DR
241065569	1/3/2025 20:59	396.6676	KGAL	1/3/2025 20:59	Gallons	947.3	104 KRISTY DR
241065569	1/3/2025 21:59	397.6141	KGAL	1/3/2025 21:59	Gallons	946.5	104 KRISTY DR
241065569	1/3/2025 22:59	398.5628	KGAL	1/3/2025 22:59	Gallons	948.7	104 KRISTY DR
241065569	1/3/2025 23:59	399.5049	KGAL	1/3/2025 23:59	Gallons	942.1	104 KRISTY DR
241065569	1/4/2025 0:59	400.4426	KGAL	1/4/2025 0:59	Gallons	937.7	104 KRISTY DR
241065569	1/4/2025 1:59	401.3828	KGAL	1/4/2025 1:59	Gallons	940.2	104 KRISTY DR
241065569	1/4/2025 2:59	402.3242	KGAL	1/4/2025 2:59	Gallons	941.4	104 KRISTY DR

241065569	1/4/2025 3:59	403.2653	KGAL	1/4/2025 3:59	Gallons	941.1	104 KRISTY DR
241065569	1/4/2025 4:59	404.2086	KGAL	1/4/2025 4:59	Gallons	943.3	104 KRISTY DR
241065569	1/4/2025 5:59	405.1542	KGAL	1/4/2025 5:59	Gallons	945.6	104 KRISTY DR
241065569	1/4/2025 6:59	406.0995	KGAL	1/4/2025 6:59	Gallons	945.3	104 KRISTY DR
241065569	1/4/2025 7:59	407.0498	KGAL	1/4/2025 7:59	Gallons	950.3	104 KRISTY DR
241065569	1/4/2025 8:59	407.9993	KGAL	1/4/2025 8:59	Gallons	949.5	104 KRISTY DR
241065569	1/4/2025 9:59	408.9492	KGAL	1/4/2025 9:59	Gallons	949.9	104 KRISTY DR
241065569	1/4/2025 10:59	409.9162	KGAL	1/4/2025 10:59	Gallons	967	104 KRISTY DR
241065569	1/4/2025 11:59	410.8672	KGAL	1/4/2025 11:59	Gallons	951	104 KRISTY DR
241065569	1/4/2025 12:59	411.82	KGAL	1/4/2025 12:59	Gallons	952.8	104 KRISTY DR
241065569	1/4/2025 13:59	412.7704	KGAL	1/4/2025 13:59	Gallons	950.4	104 KRISTY DR
241065569	1/4/2025 14:59	413.722	KGAL	1/4/2025 14:59	Gallons	951.6	104 KRISTY DR
241065569	1/4/2025 15:59	414.6847	KGAL	1/4/2025 15:59	Gallons	962.7	104 KRISTY DR
241065569	1/4/2025 16:59	415.6379	KGAL	1/4/2025 16:59	Gallons	953.2	104 KRISTY DR
241065569	1/4/2025 17:59	416.5909	KGAL	1/4/2025 17:59	Gallons	953	104 KRISTY DR
241065569	1/4/2025 18:59	417.5568	KGAL	1/4/2025 18:59	Gallons	965.9	104 KRISTY DR
241065569	1/4/2025 19:59	418.5103	KGAL	1/4/2025 19:59	Gallons	953.5	104 KRISTY DR
241065569	1/4/2025 20:59	419.4641	KGAL	1/4/2025 20:59	Gallons	953.8	104 KRISTY DR
241065569	1/4/2025 21:59	420.4166	KGAL	1/4/2025 21:59	Gallons	952.5	104 KRISTY DR
241065569	1/4/2025 22:59	421.3734	KGAL	1/4/2025 22:59	Gallons	956.8	104 KRISTY DR
241065569	1/4/2025 23:59	422.3224	KGAL	1/4/2025 23:59	Gallons	949	104 KRISTY DR
241065569	1/5/2025 0:59	423.273	KGAL	1/5/2025 0:59	Gallons	950.6	104 KRISTY DR
241065569	1/5/2025 1:59	424.2266	KGAL	1/5/2025 1:59	Gallons	953.6	104 KRISTY DR
241065569	1/5/2025 2:59	425.1814	KGAL	1/5/2025 2:59	Gallons	954.8	104 KRISTY DR
241065569	1/5/2025 3:59	426.1387	KGAL	1/5/2025 3:59	Gallons	957.3	104 KRISTY DR
241065569	1/5/2025 4:59	427.0949	KGAL	1/5/2025 4:59	Gallons	956.2	104 KRISTY DR
241065569	1/5/2025 5:59	428.0539	KGAL	1/5/2025 5:59	Gallons	959	104 KRISTY DR
241065569	1/5/2025 6:59	429.0134	KGAL	1/5/2025 6:59	Gallons	959.5	104 KRISTY DR
241065569	1/5/2025 7:59	429.9725	KGAL	1/5/2025 7:59	Gallons	959.1	104 KRISTY DR
241065569	1/5/2025 8:59	430.9336	KGAL	1/5/2025 8:59	Gallons	961.1	104 KRISTY DR
241065569	1/5/2025 9:59	431.8936	KGAL	1/5/2025 9:59	Gallons	960	104 KRISTY DR
241065569	1/5/2025 10:59	432.8575	KGAL	1/5/2025 10:59	Gallons	963.9	104 KRISTY DR
241065569	1/5/2025 11:59	433.8238	KGAL	1/5/2025 11:59	Gallons	966.3	104 KRISTY DR
241065569	1/5/2025 12:59	434.7903	KGAL	1/5/2025 12:59	Gallons	966.5	104 KRISTY DR
241065569	1/5/2025 13:59	435.7666	KGAL	1/5/2025 13:59	Gallons	976.3	104 KRISTY DR
241065569	1/5/2025 14:59	436.7348	KGAL	1/5/2025 14:59	Gallons	968.2	104 KRISTY DR
241065569	1/5/2025 15:59	437.7003	KGAL	1/5/2025 15:59	Gallons	965.5	104 KRISTY DR
241065569	1/5/2025 16:59	438.6693	KGAL	1/5/2025 16:59	Gallons	969	104 KRISTY DR
241065569	1/5/2025 17:59	439.6398	KGAL	1/5/2025 17:59	Gallons	970.5	104 KRISTY DR
241065569	1/5/2025 18:59	440.61	KGAL	1/5/2025 18:59	Gallons	970.2	104 KRISTY DR
241065569	1/5/2025 19:59	441.5787	KGAL	1/5/2025 19:59	Gallons	968.7	104 KRISTY DR
241065569	1/5/2025 20:59	442.5517	KGAL	1/5/2025 20:59	Gallons	973	104 KRISTY DR
241065569	1/5/2025 21:59	443.521	KGAL	1/5/2025 21:59	Gallons	969.3	104 KRISTY DR
241065569	1/5/2025 22:59	444.4916	KGAL	1/5/2025 22:59	Gallons	970.6	104 KRISTY DR

241065569	1/5/2025 23:59	445.4556	KGAL	1/5/2025 23:59	Gallons	964	104 KRISTY DR
241065569	1/6/2025 0:59	446.4136	KGAL	1/6/2025 0:59	Gallons	958	104 KRISTY DR
241065569	1/6/2025 1:59	447.3723	KGAL	1/6/2025 1:59	Gallons	958.7	104 KRISTY DR
241065569	1/6/2025 2:59	448.3363	KGAL	1/6/2025 2:59	Gallons	964	104 KRISTY DR
241065569	1/6/2025 3:59	449.3023	KGAL	1/6/2025 3:59	Gallons	966	104 KRISTY DR
241065569	1/6/2025 4:59	450.2674	KGAL	1/6/2025 4:59	Gallons	965.1	104 KRISTY DR
241065569	1/6/2025 5:59	451.2329	KGAL	1/6/2025 5:59	Gallons	965.5	104 KRISTY DR
241065569	1/6/2025 6:59	452.206	KGAL	1/6/2025 6:59	Gallons	973.1	104 KRISTY DR
241065569	1/6/2025 7:59	453.1793	KGAL	1/6/2025 7:59	Gallons	973.3	104 KRISTY DR
241065569	1/6/2025 8:59	454.2342	KGAL	1/6/2025 8:59	Gallons	1054.9	104 KRISTY DR
241065569	1/6/2025 9:59	455.3075	KGAL	1/6/2025 9:59	Gallons	1073.3	104 KRISTY DR
241065569	1/6/2025 10:59	456.3795	KGAL	1/6/2025 10:59	Gallons	1072	104 KRISTY DR
241065569	1/6/2025 11:59	457.4535	KGAL	1/6/2025 11:59	Gallons	1074	104 KRISTY DR
241065569	1/6/2025 12:59	458.5279	KGAL	1/6/2025 12:59	Gallons	1074.4	104 KRISTY DR
241065569	1/6/2025 13:59	459.6	KGAL	1/6/2025 13:59	Gallons	1072.1	104 KRISTY DR
241065569	1/6/2025 14:59	460.6702	KGAL	1/6/2025 14:59	Gallons	1070.2	104 KRISTY DR
241065569	1/6/2025 15:59	461.7404	KGAL	1/6/2025 15:59	Gallons	1070.2	104 KRISTY DR
241065569	1/6/2025 16:59	462.8187	KGAL	1/6/2025 16:59	Gallons	1078.3	104 KRISTY DR
241065569	1/6/2025 17:59	463.8914	KGAL	1/6/2025 17:59	Gallons	1072.7	104 KRISTY DR
241065569	1/6/2025 18:59	464.9615	KGAL	1/6/2025 18:59	Gallons	1070.1	104 KRISTY DR
241065569	1/6/2025 19:59	466.0327	KGAL	1/6/2025 19:59	Gallons	1071.2	104 KRISTY DR
241065569	1/6/2025 20:59	467.1072	KGAL	1/6/2025 20:59	Gallons	1074.5	104 KRISTY DR
241065569	1/6/2025 21:59	468.1776	KGAL	1/6/2025 21:59	Gallons	1070.4	104 KRISTY DR
241065569	1/6/2025 22:59	469.2523	KGAL	1/6/2025 22:59	Gallons	1074.7	104 KRISTY DR
241065569	1/6/2025 23:59	470.3249	KGAL	1/6/2025 23:59	Gallons	1072.6	104 KRISTY DR
241065569	1/7/2025 0:59	471.3965	KGAL	1/7/2025 0:59	Gallons	1071.6	104 KRISTY DR
241065569	1/7/2025 1:59	472.4681	KGAL	1/7/2025 1:59	Gallons	1071.6	104 KRISTY DR
241065569	1/7/2025 2:59	473.5407	KGAL	1/7/2025 2:59	Gallons	1072.6	104 KRISTY DR
241065569	1/7/2025 3:59	474.6149	KGAL	1/7/2025 3:59	Gallons	1074.2	104 KRISTY DR
241065569	1/7/2025 4:59	475.687	KGAL	1/7/2025 4:59	Gallons	1072.1	104 KRISTY DR
241065569	1/7/2025 5:59	476.7611	KGAL	1/7/2025 5:59	Gallons	1074.1	104 KRISTY DR
241065569	1/7/2025 6:59	477.8368	KGAL	1/7/2025 6:59	Gallons	1075.7	104 KRISTY DR
241065569	1/7/2025 7:59	478.9114	KGAL	1/7/2025 7:59	Gallons	1074.6	104 KRISTY DR
241065569	1/7/2025 8:59	480.008	KGAL	1/7/2025 8:59	Gallons	1096.6	104 KRISTY DR
241065569	1/7/2025 9:59	481.0857	KGAL	1/7/2025 9:59	Gallons	1077.7	104 KRISTY DR
241065569	1/7/2025 10:59	482.1698	KGAL	1/7/2025 10:59	Gallons	1084.1	104 KRISTY DR
241065569	1/7/2025 11:59	483.2485	KGAL	1/7/2025 11:59	Gallons	1078.7	104 KRISTY DR
241065569	1/7/2025 12:59	484.4165	KGAL	1/7/2025 12:59	Gallons	1168	104 KRISTY DR
241065569	1/7/2025 13:59	485.5142	KGAL	1/7/2025 13:59	Gallons	1097.7	104 KRISTY DR
241065569	1/7/2025 14:59	486.5838	KGAL	1/7/2025 14:59	Gallons	1069.6	104 KRISTY DR
241065569	1/7/2025 15:59	487.6542	KGAL	1/7/2025 15:59	Gallons	1070.4	104 KRISTY DR
241065569	1/7/2025 16:59	488.7266	KGAL	1/7/2025 16:59	Gallons	1072.4	104 KRISTY DR
241065569	1/7/2025 17:59	489.7956	KGAL	1/7/2025 17:59	Gallons	1069	104 KRISTY DR
241065569	1/7/2025 18:59	490.8666	KGAL	1/7/2025 18:59	Gallons	1071	104 KRISTY DR

241065569	1/7/2025 19:59	491.9336	KGAL	1/7/2025 19:59	Gallons	1067	104 KRISTY DR
241065569	1/7/2025 20:59	493.0038	KGAL	1/7/2025 20:59	Gallons	1070.2	104 KRISTY DR
241065569	1/7/2025 21:59	494.074	KGAL	1/7/2025 21:59	Gallons	1070.2	104 KRISTY DR
241065569	1/7/2025 22:59	495.152	KGAL	1/7/2025 22:59	Gallons	1078	104 KRISTY DR
241065569	1/7/2025 23:59	496.2166	KGAL	1/7/2025 23:59	Gallons	1064.6	104 KRISTY DR
241065569	1/8/2025 0:59	497.2766	KGAL	1/8/2025 0:59	Gallons	1060	104 KRISTY DR
241065569	1/8/2025 1:59	498.342	KGAL	1/8/2025 1:59	Gallons	1065.4	104 KRISTY DR
241065569	1/8/2025 2:59	499.4098	KGAL	1/8/2025 2:59	Gallons	1067.8	104 KRISTY DR
241065569	1/8/2025 3:59	500.4742	KGAL	1/8/2025 3:59	Gallons	1064.4	104 KRISTY DR
241065569	1/8/2025 4:59	501.5441	KGAL	1/8/2025 4:59	Gallons	1069.9	104 KRISTY DR
241065569	1/8/2025 5:59	502.6234	KGAL	1/8/2025 5:59	Gallons	1079.3	104 KRISTY DR
241065569	1/8/2025 6:59	503.6982	KGAL	1/8/2025 6:59	Gallons	1074.8	104 KRISTY DR
241065569	1/8/2025 7:59	504.7789	KGAL	1/8/2025 7:59	Gallons	1080.7	104 KRISTY DR
241065569	1/8/2025 8:59	505.8737	KGAL	1/8/2025 8:59	Gallons	1094.8	104 KRISTY DR
241065569	1/8/2025 9:59	506.9603	KGAL	1/8/2025 9:59	Gallons	1086.6	104 KRISTY DR
241065569	1/8/2025 10:59	508.0577	KGAL	1/8/2025 10:59	Gallons	1097.4	104 KRISTY DR
241065569	1/8/2025 11:59	509.1446	KGAL	1/8/2025 11:59	Gallons	1086.9	104 KRISTY DR
241065569	1/8/2025 12:59	510.2293	KGAL	1/8/2025 12:59	Gallons	1084.7	104 KRISTY DR
241065569	1/8/2025 13:59	511.3147	KGAL	1/8/2025 13:59	Gallons	1085.4	104 KRISTY DR
241065569	1/8/2025 14:59	512.4005	KGAL	1/8/2025 14:59	Gallons	1085.8	104 KRISTY DR
241065569	1/8/2025 15:59	513.4869	KGAL	1/8/2025 15:59	Gallons	1086.4	104 KRISTY DR
241065569	1/8/2025 16:59	514.5723	KGAL	1/8/2025 16:59	Gallons	1085.4	104 KRISTY DR
241065569	1/8/2025 17:59	515.6565	KGAL	1/8/2025 17:59	Gallons	1084.2	104 KRISTY DR
241065569	1/8/2025 18:59	516.7401	KGAL	1/8/2025 18:59	Gallons	1083.6	104 KRISTY DR
241065569	1/8/2025 19:59	517.8237	KGAL	1/8/2025 19:59	Gallons	1083.6	104 KRISTY DR
241065569	1/8/2025 20:59	518.9066	KGAL	1/8/2025 20:59	Gallons	1082.9	104 KRISTY DR
241065569	1/8/2025 21:59	519.9947	KGAL	1/8/2025 21:59	Gallons	1088.1	104 KRISTY DR
241065569	1/8/2025 22:59	521.0838	KGAL	1/8/2025 22:59	Gallons	1089.1	104 KRISTY DR
241065569	1/8/2025 23:59	522.1695	KGAL	1/8/2025 23:59	Gallons	1085.7	104 KRISTY DR
241065569	1/9/2025 0:59	523.2509	KGAL	1/9/2025 0:59	Gallons	1081.4	104 KRISTY DR
241065569	1/9/2025 1:59	524.3299	KGAL	1/9/2025 1:59	Gallons	1079	104 KRISTY DR
241065569	1/9/2025 2:59	525.4146	KGAL	1/9/2025 2:59	Gallons	1084.7	104 KRISTY DR
241065569	1/9/2025 3:59	526.5009	KGAL	1/9/2025 3:59	Gallons	1086.3	104 KRISTY DR
241065569	1/9/2025 4:59	527.586	KGAL	1/9/2025 4:59	Gallons	1085.1	104 KRISTY DR
241065569	1/9/2025 5:59	528.6733	KGAL	1/9/2025 5:59	Gallons	1087.3	104 KRISTY DR
241065569	1/9/2025 6:59	529.7618	KGAL	1/9/2025 6:59	Gallons	1088.5	104 KRISTY DR
241065569	1/9/2025 7:59	530.8513	KGAL	1/9/2025 7:59	Gallons	1089.5	104 KRISTY DR
241065569	1/9/2025 8:59	531.9421	KGAL	1/9/2025 8:59	Gallons	1090.8	104 KRISTY DR
241065569	1/9/2025 9:59	533.0404	KGAL	1/9/2025 9:59	Gallons	1098.3	104 KRISTY DR
241065569	1/9/2025 10:59	534.1421	KGAL	1/9/2025 10:59	Gallons	1101.7	104 KRISTY DR
241065569	1/9/2025 11:59	535.2447	KGAL	1/9/2025 11:59	Gallons	1102.6	104 KRISTY DR
241065569	1/9/2025 12:59	536.3482	KGAL	1/9/2025 12:59	Gallons	1103.5	104 KRISTY DR
241065569	1/9/2025 13:59	537.4496	KGAL	1/9/2025 13:59	Gallons	1101.4	104 KRISTY DR
241065569	1/9/2025 14:59	538.5506	KGAL	1/9/2025 14:59	Gallons	1101	104 KRISTY DR

241065569	1/9/2025 15:59	539.6544	KGAL	1/9/2025 15:59	Gallons	1103.8	104 KRISTY DR
241065569	1/9/2025 16:59	540.7521	KGAL	1/9/2025 16:59	Gallons	1097.7	104 KRISTY DR
241065569	1/9/2025 17:59	541.8528	KGAL	1/9/2025 17:59	Gallons	1100.7	104 KRISTY DR
241065569	1/9/2025 18:59	542.9514	KGAL	1/9/2025 18:59	Gallons	1098.6	104 KRISTY DR
241065569	1/9/2025 19:59	544.0735	KGAL	1/9/2025 19:59	Gallons	1122.1	104 KRISTY DR
241065569	1/9/2025 20:59	545.1745	KGAL	1/9/2025 20:59	Gallons	1101	104 KRISTY DR
241065569	1/9/2025 21:59	546.2789	KGAL	1/9/2025 21:59	Gallons	1104.4	104 KRISTY DR
241065569	1/9/2025 22:59	547.383	KGAL	1/9/2025 22:59	Gallons	1104.1	104 KRISTY DR
241065569	1/9/2025 23:59	548.4782	KGAL	1/9/2025 23:59	Gallons	1095.2	104 KRISTY DR
241065569	1/10/2025 0:59	549.5708	KGAL	1/10/2025 0:59	Gallons	1092.6	104 KRISTY DR
241065569	1/10/2025 1:59	550.6682	KGAL	1/10/2025 1:59	Gallons	1097.4	104 KRISTY DR
241065569	1/10/2025 2:59	551.7681	KGAL	1/10/2025 2:59	Gallons	1099.9	104 KRISTY DR
241065569	1/10/2025 3:59	552.8667	KGAL	1/10/2025 3:59	Gallons	1098.6	104 KRISTY DR
241065569	1/10/2025 4:59	553.9654	KGAL	1/10/2025 4:59	Gallons	1098.7	104 KRISTY DR
241065569	1/10/2025 5:59	555.0669	KGAL	1/10/2025 5:59	Gallons	1101.5	104 KRISTY DR
241065569	1/10/2025 6:59	556.1745	KGAL	1/10/2025 6:59	Gallons	1107.6	104 KRISTY DR
241065569	1/10/2025 7:59	557.2769	KGAL	1/10/2025 7:59	Gallons	1102.4	104 KRISTY DR
241065569	1/10/2025 8:59	558.3807	KGAL	1/10/2025 8:59	Gallons	1103.8	104 KRISTY DR
241065569	1/10/2025 9:59	559.4912	KGAL	1/10/2025 9:59	Gallons	1110.5	104 KRISTY DR
241065569	1/10/2025 10:59	560.5951	KGAL	1/10/2025 10:59	Gallons	1103.9	104 KRISTY DR
241065569	1/10/2025 11:59	561.7003	KGAL	1/10/2025 11:59	Gallons	1105.2	104 KRISTY DR
241065569	1/10/2025 12:59	562.807	KGAL	1/10/2025 12:59	Gallons	1106.7	104 KRISTY DR
241065569	1/10/2025 13:59	563.9137	KGAL	1/10/2025 13:59	Gallons	1106.7	104 KRISTY DR
241065569	1/10/2025 14:59	565.0171	KGAL	1/10/2025 14:59	Gallons	1103.4	104 KRISTY DR
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241065569	1/10/2025 22:59	573.974	KGAL	1/10/2025 22:59	Gallons	1108.7	104 KRISTY DR
241065569	1/10/2025 23:59	575.0756	KGAL	1/10/2025 23:59	Gallons	1101.6	104 KRISTY DR
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241065569	1/11/2025 1:59	577.2801	KGAL	1/11/2025 1:59	Gallons	1103.7	104 KRISTY DR
241065569	1/11/2025 2:59	578.3874	KGAL	1/11/2025 2:59	Gallons	1107.3	104 KRISTY DR
241065569	1/11/2025 3:59	579.4956	KGAL	1/11/2025 3:59	Gallons	1108.2	104 KRISTY DR
241065569	1/11/2025 4:59	580.6036	KGAL	1/11/2025 4:59	Gallons	1108	104 KRISTY DR
241065569	1/11/2025 5:59	581.717	KGAL	1/11/2025 5:59	Gallons	1113.4	104 KRISTY DR
241065569	1/11/2025 6:59	582.8294	KGAL	1/11/2025 6:59	Gallons	1112.4	104 KRISTY DR
241065569	1/11/2025 7:59	583.9423	KGAL	1/11/2025 7:59	Gallons	1112.9	104 KRISTY DR
241065569	1/11/2025 8:59	585.0534	KGAL	1/11/2025 8:59	Gallons	1111.1	104 KRISTY DR
241065569	1/11/2025 9:59	586.1688	KGAL	1/11/2025 9:59	Gallons	1115.4	104 KRISTY DR
241065569	1/11/2025 10:59	587.2918	KGAL	1/11/2025 10:59	Gallons	1123	104 KRISTY DR

241065569	1/11/2025 11:59	588.4129	KGAL	1/11/2025 11:59	Gallons	1121.1	104 KRISTY DR
241065569	1/11/2025 12:59	589.5726	KGAL	1/11/2025 12:59	Gallons	1159.7	104 KRISTY DR
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241065569	1/11/2025 14:59	591.8127	KGAL	1/11/2025 14:59	Gallons	1117	104 KRISTY DR
241065569	1/11/2025 15:59	592.9274	KGAL	1/11/2025 15:59	Gallons	1114.7	104 KRISTY DR
241065569	1/11/2025 16:59	594.0416	KGAL	1/11/2025 16:59	Gallons	1114.2	104 KRISTY DR
241065569	1/11/2025 17:59	595.1545	KGAL	1/11/2025 17:59	Gallons	1112.9	104 KRISTY DR
241065569	1/11/2025 18:59	596.2958	KGAL	1/11/2025 18:59	Gallons	1141.3	104 KRISTY DR
241065569	1/11/2025 19:59	597.4112	KGAL	1/11/2025 19:59	Gallons	1115.4	104 KRISTY DR
241065569	1/11/2025 20:59	598.5278	KGAL	1/11/2025 20:59	Gallons	1116.6	104 KRISTY DR
241065569	1/11/2025 21:59	599.641	KGAL	1/11/2025 21:59	Gallons	1113.2	104 KRISTY DR
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241065569	1/11/2025 23:59	601.8757	KGAL	1/11/2025 23:59	Gallons	1116.8	104 KRISTY DR
241065569	1/12/2025 0:59	602.9914	KGAL	1/12/2025 0:59	Gallons	1115.7	104 KRISTY DR
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241065569	1/12/2025 2:59	605.225	KGAL	1/12/2025 2:59	Gallons	1116.8	104 KRISTY DR
241065569	1/12/2025 3:59	606.3419	KGAL	1/12/2025 3:59	Gallons	1116.9	104 KRISTY DR
241065569	1/12/2025 4:59	607.461	KGAL	1/12/2025 4:59	Gallons	1119.1	104 KRISTY DR
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241065569	1/12/2025 6:59	609.7021	KGAL	1/12/2025 6:59	Gallons	1120.7	104 KRISTY DR
241065569	1/12/2025 7:59	610.824	KGAL	1/12/2025 7:59	Gallons	1121.9	104 KRISTY DR
241065569	1/12/2025 8:59	611.946	KGAL	1/12/2025 8:59	Gallons	1122	104 KRISTY DR
241065569	1/12/2025 9:59	613.0663	KGAL	1/12/2025 9:59	Gallons	1120.3	104 KRISTY DR
241065569	1/12/2025 10:59	614.1901	KGAL	1/12/2025 10:59	Gallons	1123.8	104 KRISTY DR
241065569	1/12/2025 11:59	615.3119	KGAL	1/12/2025 11:59	Gallons	1121.8	104 KRISTY DR
241065569	1/12/2025 12:59	616.4549	KGAL	1/12/2025 12:59	Gallons	1143	104 KRISTY DR
241065569	1/12/2025 13:59	617.6196	KGAL	1/12/2025 13:59	Gallons	1164.7	104 KRISTY DR
241065569	1/12/2025 14:59	618.7414	KGAL	1/12/2025 14:59	Gallons	1121.8	104 KRISTY DR
241065569	1/12/2025 15:59	619.8622	KGAL	1/12/2025 15:59	Gallons	1120.8	104 KRISTY DR
241065569	1/12/2025 16:59	620.9879	KGAL	1/12/2025 16:59	Gallons	1125.7	104 KRISTY DR
241065569	1/12/2025 17:59	622.1104	KGAL	1/12/2025 17:59	Gallons	1122.5	104 KRISTY DR
241065569	1/12/2025 18:59	623.2342	KGAL	1/12/2025 18:59	Gallons	1123.8	104 KRISTY DR
241065569	1/12/2025 19:59	624.358	KGAL	1/12/2025 19:59	Gallons	1123.8	104 KRISTY DR
241065569	1/12/2025 20:59	625.4981	KGAL	1/12/2025 20:59	Gallons	1140.1	104 KRISTY DR
241065569	1/12/2025 21:59	626.6257	KGAL	1/12/2025 21:59	Gallons	1127.6	104 KRISTY DR
241065569	1/12/2025 22:59	627.7506	KGAL	1/12/2025 22:59	Gallons	1124.9	104 KRISTY DR
241065569	1/12/2025 23:59	628.8756	KGAL	1/12/2025 23:59	Gallons	1125	104 KRISTY DR
241065569	1/13/2025 0:59	629.9977	KGAL	1/13/2025 0:59	Gallons	1122.1	104 KRISTY DR
241065569	1/13/2025 1:59	631.1196	KGAL	1/13/2025 1:59	Gallons	1121.9	104 KRISTY DR
241065569	1/13/2025 2:59	632.2437	KGAL	1/13/2025 2:59	Gallons	1124.1	104 KRISTY DR
241065569	1/13/2025 3:59	633.3684	KGAL	1/13/2025 3:59	Gallons	1124.7	104 KRISTY DR
241065569	1/13/2025 4:59	634.4941	KGAL	1/13/2025 4:59	Gallons	1125.7	104 KRISTY DR
241065569	1/13/2025 5:59	635.6205	KGAL	1/13/2025 5:59	Gallons	1126.4	104 KRISTY DR
241065569	1/13/2025 6:59	636.7461	KGAL	1/13/2025 6:59	Gallons	1125.6	104 KRISTY DR

241065569	1/13/2025 7:59	637.8761	KGAL	1/13/2025 7:59	Gallons	1130	104 KRISTY DR
241065569	1/13/2025 8:59	639.0054	KGAL	1/13/2025 8:59	Gallons	1129.3	104 KRISTY DR
241065569	1/13/2025 9:59	640.1385	KGAL	1/13/2025 9:59	Gallons	1133.1	104 KRISTY DR
241065569	1/13/2025 10:59	641.2752	KGAL	1/13/2025 10:59	Gallons	1136.7	104 KRISTY DR
241065569	1/13/2025 11:59	642.4133	KGAL	1/13/2025 11:59	Gallons	1138.1	104 KRISTY DR
241065569	1/13/2025 12:59	643.5525	KGAL	1/13/2025 12:59	Gallons	1139.2	104 KRISTY DR
241065569	1/13/2025 13:59	644.6932	KGAL	1/13/2025 13:59	Gallons	1140.7	104 KRISTY DR
241065569	1/13/2025 14:59	645.8301	KGAL	1/13/2025 14:59	Gallons	1136.9	104 KRISTY DR
241065569	1/13/2025 15:59	646.9679	KGAL	1/13/2025 15:59	Gallons	1137.8	104 KRISTY DR
241065569	1/13/2025 16:59	648.1065	KGAL	1/13/2025 16:59	Gallons	1138.6	104 KRISTY DR
241065569	1/13/2025 17:59	649.2431	KGAL	1/13/2025 17:59	Gallons	1136.6	104 KRISTY DR
241065569	1/13/2025 18:59	650.3786	KGAL	1/13/2025 18:59	Gallons	1135.5	104 KRISTY DR
241065569	1/13/2025 19:59	651.515	KGAL	1/13/2025 19:59	Gallons	1136.4	104 KRISTY DR
241065569	1/13/2025 20:59	652.6495	KGAL	1/13/2025 20:59	Gallons	1134.5	104 KRISTY DR
241065569	1/13/2025 21:59	653.7867	KGAL	1/13/2025 21:59	Gallons	1137.2	104 KRISTY DR
241065569	1/13/2025 22:59	654.925	KGAL	1/13/2025 22:59	Gallons	1138.3	104 KRISTY DR
241065569	1/13/2025 23:59	656.0618	KGAL	1/13/2025 23:59	Gallons	1136.8	104 KRISTY DR
241065569	1/14/2025 0:59	657.1991	KGAL	1/14/2025 0:59	Gallons	1137.3	104 KRISTY DR
241065569	1/14/2025 1:59	658.3367	KGAL	1/14/2025 1:59	Gallons	1137.6	104 KRISTY DR
241065569	1/14/2025 2:59	659.4747	KGAL	1/14/2025 2:59	Gallons	1138	104 KRISTY DR
241065569	1/14/2025 3:59	660.6124	KGAL	1/14/2025 3:59	Gallons	1137.7	104 KRISTY DR
241065569	1/14/2025 4:59	661.7514	KGAL	1/14/2025 4:59	Gallons	1139	104 KRISTY DR
241065569	1/14/2025 5:59	662.8903	KGAL	1/14/2025 5:59	Gallons	1138.9	104 KRISTY DR
241065569	1/14/2025 6:59	664.0325	KGAL	1/14/2025 6:59	Gallons	1142.2	104 KRISTY DR
241065569	1/14/2025 7:59	665.1705	KGAL	1/14/2025 7:59	Gallons	1138	104 KRISTY DR
241065569	1/14/2025 8:59	666.3136	KGAL	1/14/2025 8:59	Gallons	1143.1	104 KRISTY DR
241065569	1/14/2025 9:59	667.4572	KGAL	1/14/2025 9:59	Gallons	1143.6	104 KRISTY DR
241065569	1/14/2025 10:59	668.5999	KGAL	1/14/2025 10:59	Gallons	1142.7	104 KRISTY DR
241065569	1/14/2025 11:59	669.7437	KGAL	1/14/2025 11:59	Gallons	1143.8	104 KRISTY DR
241065569	1/14/2025 12:59	670.8884	KGAL	1/14/2025 12:59	Gallons	1144.7	104 KRISTY DR
241065569	1/14/2025 13:59	672.0353	KGAL	1/14/2025 13:59	Gallons	1146.9	104 KRISTY DR
241065569	1/14/2025 14:59	673.1813	KGAL	1/14/2025 14:59	Gallons	1146	104 KRISTY DR
241065569	1/14/2025 15:59	674.3278	KGAL	1/14/2025 15:59	Gallons	1146.5	104 KRISTY DR
241065569	1/14/2025 16:59	675.4733	KGAL	1/14/2025 16:59	Gallons	1145.5	104 KRISTY DR
241065569	1/14/2025 17:59	676.6193	KGAL	1/14/2025 17:59	Gallons	1146	104 KRISTY DR
241065569	1/14/2025 18:59	677.7656	KGAL	1/14/2025 18:59	Gallons	1146.3	104 KRISTY DR
241065569	1/14/2025 19:59	678.9132	KGAL	1/14/2025 19:59	Gallons	1147.6	104 KRISTY DR
241065569	1/14/2025 20:59	680.0601	KGAL	1/14/2025 20:59	Gallons	1146.9	104 KRISTY DR
241065569	1/14/2025 21:59	681.2076	KGAL	1/14/2025 21:59	Gallons	1147.5	104 KRISTY DR
241065569	1/14/2025 22:59	682.3529	KGAL	1/14/2025 22:59	Gallons	1145.3	104 KRISTY DR
241065569	1/14/2025 23:59	683.4995	KGAL	1/14/2025 23:59	Gallons	1146.6	104 KRISTY DR
241065569	1/15/2025 0:59	684.645	KGAL	1/15/2025 0:59	Gallons	1145.5	104 KRISTY DR
241065569	1/15/2025 1:59	685.79	KGAL	1/15/2025 1:59	Gallons	1145	104 KRISTY DR
241065569	1/15/2025 2:59	686.9316	KGAL	1/15/2025 2:59	Gallons	1141.6	104 KRISTY DR

241065569	1/15/2025 3:59	688.0724	KGAL	1/15/2025 3:59	Gallons	1140.8	104 KRISTY DR
241065569	1/15/2025 4:59	689.2151	KGAL	1/15/2025 4:59	Gallons	1142.7	104 KRISTY DR
241065569	1/15/2025 5:59	690.3631	KGAL	1/15/2025 5:59	Gallons	1148	104 KRISTY DR
241065569	1/15/2025 6:59	691.5139	KGAL	1/15/2025 6:59	Gallons	1150.8	104 KRISTY DR
241065569	1/15/2025 7:59	692.6626	KGAL	1/15/2025 7:59	Gallons	1148.7	104 KRISTY DR
241065569	1/15/2025 8:59	693.8125	KGAL	1/15/2025 8:59	Gallons	1149.9	104 KRISTY DR
241065569	1/15/2025 9:59	694.9649	KGAL	1/15/2025 9:59	Gallons	1152.4	104 KRISTY DR
241065569	1/15/2025 10:59	696.1186	KGAL	1/15/2025 10:59	Gallons	1153.7	104 KRISTY DR
241065569	1/15/2025 11:59	697.2712	KGAL	1/15/2025 11:59	Gallons	1152.6	104 KRISTY DR
241065569	1/15/2025 12:59	698.4233	KGAL	1/15/2025 12:59	Gallons	1152.1	104 KRISTY DR
241065569	1/15/2025 13:59	699.5768	KGAL	1/15/2025 13:59	Gallons	1153.5	104 KRISTY DR
241065569	1/15/2025 14:59	700.7312	KGAL	1/15/2025 14:59	Gallons	1154.4	104 KRISTY DR
241065569	1/15/2025 15:59	701.8867	KGAL	1/15/2025 15:59	Gallons	1155.5	104 KRISTY DR
241065569	1/15/2025 16:59	702.9113	KGAL	1/15/2025 16:59	Gallons	1024.6	104 KRISTY DR
241065569	1/15/2025 17:59	704.0444	KGAL	1/15/2025 17:59	Gallons	1133.1	104 KRISTY DR
241065569	1/15/2025 18:59	705.2013	KGAL	1/15/2025 18:59	Gallons	1156.9	104 KRISTY DR
241065569	1/15/2025 19:59	706.3533	KGAL	1/15/2025 19:59	Gallons	1152	104 KRISTY DR
241065569	1/15/2025 20:59	707.5072	KGAL	1/15/2025 20:59	Gallons	1153.9	104 KRISTY DR
241065569	1/15/2025 21:59	708.6861	KGAL	1/15/2025 21:59	Gallons	1178.9	104 KRISTY DR
241065569	1/15/2025 22:59	709.8416	KGAL	1/15/2025 22:59	Gallons	1155.5	104 KRISTY DR
241065569	1/15/2025 23:59	710.9972	KGAL	1/15/2025 23:59	Gallons	1155.6	104 KRISTY DR
241065569	1/16/2025 0:59	712.1467	KGAL	1/16/2025 0:59	Gallons	1149.5	104 KRISTY DR
241065569	1/16/2025 1:59	713.2925	KGAL	1/16/2025 1:59	Gallons	1145.8	104 KRISTY DR
241065569	1/16/2025 2:59	714.4456	KGAL	1/16/2025 2:59	Gallons	1153.1	104 KRISTY DR
241065569	1/16/2025 3:59	715.599	KGAL	1/16/2025 3:59	Gallons	1153.4	104 KRISTY DR
241065569	1/16/2025 4:59	716.751	KGAL	1/16/2025 4:59	Gallons	1152	104 KRISTY DR
241065569	1/16/2025 5:59	717.9049	KGAL	1/16/2025 5:59	Gallons	1153.9	104 KRISTY DR
241065569	1/16/2025 6:59	719.0589	KGAL	1/16/2025 6:59	Gallons	1154	104 KRISTY DR
241065569	1/16/2025 7:59	720.22	KGAL	1/16/2025 7:59	Gallons	1161.1	104 KRISTY DR
241065569	1/16/2025 8:59	721.3781	KGAL	1/16/2025 8:59	Gallons	1158.1	104 KRISTY DR
241065569	1/16/2025 9:59	722.5382	KGAL	1/16/2025 9:59	Gallons	1160.1	104 KRISTY DR
241065569	1/16/2025 10:59	723.7429	KGAL	1/16/2025 10:59	Gallons	1204.7	104 KRISTY DR
241065569	1/16/2025 11:59	724.9429	KGAL	1/16/2025 11:59	Gallons	1200	104 KRISTY DR
241065569	1/16/2025 12:59	726.1243	KGAL	1/16/2025 12:59	Gallons	1181.4	104 KRISTY DR
241065569	1/16/2025 13:59	727.3239	KGAL	1/16/2025 13:59	Gallons	1199.6	104 KRISTY DR
241065569	1/16/2025 14:59	728.5279	KGAL	1/16/2025 14:59	Gallons	1204	104 KRISTY DR
241065569	1/16/2025 15:59	729.7371	KGAL	1/16/2025 15:59	Gallons	1209.2	104 KRISTY DR
241065569	1/16/2025 16:59	730.8874	KGAL	1/16/2025 16:59	Gallons	1150.3	104 KRISTY DR
241065569	1/16/2025 17:59	732.0664	KGAL	1/16/2025 17:59	Gallons	1179	104 KRISTY DR
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241065569	1/16/2025 19:59	734.3832	KGAL	1/16/2025 19:59	Gallons	1163.1	104 KRISTY DR
241065569	1/16/2025 20:59	735.5216	KGAL	1/16/2025 20:59	Gallons	1138.4	104 KRISTY DR
241065569	1/16/2025 21:59	736.6615	KGAL	1/16/2025 21:59	Gallons	1139.9	104 KRISTY DR
241065569	1/16/2025 22:59	737.7996	KGAL	1/16/2025 22:59	Gallons	1138.1	104 KRISTY DR

241065569	1/16/2025 23:59	738.9406	KGAL	1/16/2025 23:59	Gallons	1141	104 KRISTY DR
241065569	1/17/2025 0:59	740.0794	KGAL	1/17/2025 0:59	Gallons	1138.8	104 KRISTY DR
241065569	1/17/2025 1:59	741.2175	KGAL	1/17/2025 1:59	Gallons	1138.1	104 KRISTY DR
241065569	1/17/2025 2:59	742.354	KGAL	1/17/2025 2:59	Gallons	1136.5	104 KRISTY DR
241065569	1/17/2025 3:59	743.4895	KGAL	1/17/2025 3:59	Gallons	1135.5	104 KRISTY DR
241065569	1/17/2025 4:59	744.6229	KGAL	1/17/2025 4:59	Gallons	1133.4	104 KRISTY DR
241065569	1/17/2025 5:59	745.7637	KGAL	1/17/2025 5:59	Gallons	1140.8	104 KRISTY DR
241065569	1/17/2025 6:59	746.9044	KGAL	1/17/2025 6:59	Gallons	1140.7	104 KRISTY DR
241065569	1/17/2025 7:59	748.0513	KGAL	1/17/2025 7:59	Gallons	1146.9	104 KRISTY DR
241065569	1/17/2025 8:59	749.2133	KGAL	1/17/2025 8:59	Gallons	1162	104 KRISTY DR
241065569	1/17/2025 9:59	750.3734	KGAL	1/17/2025 9:59	Gallons	1160.1	104 KRISTY DR
241065569	1/17/2025 10:59	751.539	KGAL	1/17/2025 10:59	Gallons	1165.6	104 KRISTY DR
241065569	1/17/2025 11:59	752.7024	KGAL	1/17/2025 11:59	Gallons	1163.4	104 KRISTY DR
241065569	1/17/2025 12:59	753.8624	KGAL	1/17/2025 12:59	Gallons	1160	104 KRISTY DR
241065569	1/17/2025 13:59	755.023	KGAL	1/17/2025 13:59	Gallons	1160.6	104 KRISTY DR
241065569	1/17/2025 14:59	756.1841	KGAL	1/17/2025 14:59	Gallons	1161.1	104 KRISTY DR
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241065569	1/17/2025 16:59	758.5048	KGAL	1/17/2025 16:59	Gallons	1160.1	104 KRISTY DR
241065569	1/17/2025 17:59	759.6665	KGAL	1/17/2025 17:59	Gallons	1161.7	104 KRISTY DR
241065569	1/17/2025 18:59	760.8266	KGAL	1/17/2025 18:59	Gallons	1160.1	104 KRISTY DR
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241065569	1/17/2025 20:59	763.1441	KGAL	1/17/2025 20:59	Gallons	1158.4	104 KRISTY DR
241065569	1/17/2025 21:59	764.303	KGAL	1/17/2025 21:59	Gallons	1158.9	104 KRISTY DR
241065569	1/17/2025 22:59	765.4613	KGAL	1/17/2025 22:59	Gallons	1158.3	104 KRISTY DR
241065569	1/17/2025 23:59	766.6226	KGAL	1/17/2025 23:59	Gallons	1161.3	104 KRISTY DR
241065569	1/18/2025 0:59	767.7793	KGAL	1/18/2025 0:59	Gallons	1156.7	104 KRISTY DR
241065569	1/18/2025 1:59	768.937	KGAL	1/18/2025 1:59	Gallons	1157.7	104 KRISTY DR
241065569	1/18/2025 2:59	770.0942	KGAL	1/18/2025 2:59	Gallons	1157.2	104 KRISTY DR
241065569	1/18/2025 3:59	771.2488	KGAL	1/18/2025 3:59	Gallons	1154.6	104 KRISTY DR
241065569	1/18/2025 4:59	772.4048	KGAL	1/18/2025 4:59	Gallons	1156	104 KRISTY DR
241065569	1/18/2025 5:59	773.5659	KGAL	1/18/2025 5:59	Gallons	1161.1	104 KRISTY DR
241065569	1/18/2025 6:59	774.7281	KGAL	1/18/2025 6:59	Gallons	1162.2	104 KRISTY DR
241065569	1/18/2025 7:59	775.8915	KGAL	1/18/2025 7:59	Gallons	1163.4	104 KRISTY DR
241065569	1/18/2025 8:59	777.0556	KGAL	1/18/2025 8:59	Gallons	1164.1	104 KRISTY DR
241065569	1/18/2025 9:59	778.2158	KGAL	1/18/2025 9:59	Gallons	1160.2	104 KRISTY DR
241065569	1/18/2025 10:59	779.3947	KGAL	1/18/2025 10:59	Gallons	1178.9	104 KRISTY DR
241065569	1/18/2025 11:59	780.5577	KGAL	1/18/2025 11:59	Gallons	1163	104 KRISTY DR
241065569	1/18/2025 12:59	781.7197	KGAL	1/18/2025 12:59	Gallons	1162	104 KRISTY DR
241065569	1/18/2025 13:59	782.8817	KGAL	1/18/2025 13:59	Gallons	1162	104 KRISTY DR
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241065569	1/18/2025 15:59	785.2071	KGAL	1/18/2025 15:59	Gallons	1161.2	104 KRISTY DR
241065569	1/18/2025 16:59	786.3874	KGAL	1/18/2025 16:59	Gallons	1180.3	104 KRISTY DR
241065569	1/18/2025 17:59	787.5499	KGAL	1/18/2025 17:59	Gallons	1162.5	104 KRISTY DR
241065569	1/18/2025 18:59	788.7104	KGAL	1/18/2025 18:59	Gallons	1160.5	104 KRISTY DR

241065569	1/18/2025 19:59	789.8719	KGAL	1/18/2025 19:59	Gallons	1161.5	104 KRISTY DR
241065569	1/18/2025 20:59	791.0344	KGAL	1/18/2025 20:59	Gallons	1162.5	104 KRISTY DR
241065569	1/18/2025 21:59	792.1967	KGAL	1/18/2025 21:59	Gallons	1162.3	104 KRISTY DR
241065569	1/18/2025 22:59	793.3615	KGAL	1/18/2025 22:59	Gallons	1164.8	104 KRISTY DR
241065569	1/18/2025 23:59	794.5272	KGAL	1/18/2025 23:59	Gallons	1165.7	104 KRISTY DR
241065569	1/19/2025 0:59	795.6934	KGAL	1/19/2025 0:59	Gallons	1166.2	104 KRISTY DR
241065569	1/19/2025 1:59	796.8581	KGAL	1/19/2025 1:59	Gallons	1164.7	104 KRISTY DR
241065569	1/19/2025 2:59	798.0239	KGAL	1/19/2025 2:59	Gallons	1165.8	104 KRISTY DR
241065569	1/19/2025 3:59	799.188	KGAL	1/19/2025 3:59	Gallons	1164.1	104 KRISTY DR
241065569	1/19/2025 4:59	800.3538	KGAL	1/19/2025 4:59	Gallons	1165.8	104 KRISTY DR
241065569	1/19/2025 5:59	801.5234	KGAL	1/19/2025 5:59	Gallons	1169.6	104 KRISTY DR
241065569	1/19/2025 6:59	802.6926	KGAL	1/19/2025 6:59	Gallons	1169.2	104 KRISTY DR
241065569	1/19/2025 7:59	803.8602	KGAL	1/19/2025 7:59	Gallons	1167.6	104 KRISTY DR
241065569	1/19/2025 8:59	805.0257	KGAL	1/19/2025 8:59	Gallons	1165.5	104 KRISTY DR
241065569	1/19/2025 9:59	806.1953	KGAL	1/19/2025 9:59	Gallons	1169.6	104 KRISTY DR
241065569	1/19/2025 10:59	807.3652	KGAL	1/19/2025 10:59	Gallons	1169.9	104 KRISTY DR
241065569	1/19/2025 11:59	808.5338	KGAL	1/19/2025 11:59	Gallons	1168.6	104 KRISTY DR
241065569	1/19/2025 12:59	809.6998	KGAL	1/19/2025 12:59	Gallons	1166	104 KRISTY DR
241065569	1/19/2025 13:59	810.869	KGAL	1/19/2025 13:59	Gallons	1169.2	104 KRISTY DR
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241065569	1/19/2025 15:59	813.2013	KGAL	1/19/2025 15:59	Gallons	1165.7	104 KRISTY DR
241065569	1/19/2025 16:59	814.3692	KGAL	1/19/2025 16:59	Gallons	1167.9	104 KRISTY DR
241065569	1/19/2025 17:59	815.5343	KGAL	1/19/2025 17:59	Gallons	1165.1	104 KRISTY DR
241065569	1/19/2025 18:59	816.7042	KGAL	1/19/2025 18:59	Gallons	1169.9	104 KRISTY DR
241065569	1/19/2025 19:59	817.9029	KGAL	1/19/2025 19:59	Gallons	1198.7	104 KRISTY DR
241065569	1/19/2025 20:59	819.0716	KGAL	1/19/2025 20:59	Gallons	1168.7	104 KRISTY DR
241065569	1/19/2025 21:59	820.242	KGAL	1/19/2025 21:59	Gallons	1170.4	104 KRISTY DR
241065569	1/19/2025 22:59	821.4142	KGAL	1/19/2025 22:59	Gallons	1172.2	104 KRISTY DR
241065569	1/19/2025 23:59	822.5816	KGAL	1/19/2025 23:59	Gallons	1167.4	104 KRISTY DR
241065569	1/20/2025 0:59	823.7474	KGAL	1/20/2025 0:59	Gallons	1165.8	104 KRISTY DR
241065569	1/20/2025 1:59	824.9149	KGAL	1/20/2025 1:59	Gallons	1167.5	104 KRISTY DR
241065569	1/20/2025 2:59	826.0826	KGAL	1/20/2025 2:59	Gallons	1167.7	104 KRISTY DR
241065569	1/20/2025 3:59	827.2506	KGAL	1/20/2025 3:59	Gallons	1168	104 KRISTY DR
241065569	1/20/2025 4:59	828.4204	KGAL	1/20/2025 4:59	Gallons	1169.8	104 KRISTY DR
241065569	1/20/2025 5:59	829.591	KGAL	1/20/2025 5:59	Gallons	1170.6	104 KRISTY DR
241065569	1/20/2025 6:59	830.7618	KGAL	1/20/2025 6:59	Gallons	1170.8	104 KRISTY DR
241065569	1/20/2025 7:59	831.9325	KGAL	1/20/2025 7:59	Gallons	1170.7	104 KRISTY DR
241065569	1/20/2025 8:59	833.1045	KGAL	1/20/2025 8:59	Gallons	1172	104 KRISTY DR
241065569	1/20/2025 9:59	834.2889	KGAL	1/20/2025 9:59	Gallons	1184.4	104 KRISTY DR
241065569	1/20/2025 10:59	835.4593	KGAL	1/20/2025 10:59	Gallons	1170.4	104 KRISTY DR
241065569	1/20/2025 11:59	836.6287	KGAL	1/20/2025 11:59	Gallons	1169.4	104 KRISTY DR
241065569	1/20/2025 12:59	836.8096	KGAL	1/20/2025 12:59	Gallons	180.9	104 KRISTY DR
241065569	1/20/2025 13:59	836.8096	KGAL	1/20/2025 13:59	Gallons	0	104 KRISTY DR
241065569	1/20/2025 14:59	836.8096	KGAL	1/20/2025 14:59	Gallons	0	104 KRISTY DR

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241065569	1/20/2025 17:59	836.831	KGAL	1/20/2025 17:59	Gallons	2.5	104 KRISTY DR
241065569	1/20/2025 18:59	836.833	KGAL	1/20/2025 18:59	Gallons	2	104 KRISTY DR
241065569	1/20/2025 19:59	836.8354	KGAL	1/20/2025 19:59	Gallons	2.4	104 KRISTY DR
241065569	1/20/2025 20:59	836.8354	KGAL	1/20/2025 20:59	Gallons	0	104 KRISTY DR
241065569	1/20/2025 21:59	836.8373	KGAL	1/20/2025 21:59	Gallons	1.9	104 KRISTY DR
241065569	1/20/2025 22:59	836.8392	KGAL	1/20/2025 22:59	Gallons	1.9	104 KRISTY DR
241065569	1/20/2025 23:59	836.8428	KGAL	1/20/2025 23:59	Gallons	3.6	104 KRISTY DR
241065569	1/21/2025 0:59	836.8456	KGAL	1/21/2025 0:59	Gallons	2.8	104 KRISTY DR
241065569	1/21/2025 1:59	836.8484	KGAL	1/21/2025 1:59	Gallons	2.8	104 KRISTY DR
241065569	1/21/2025 2:59	836.8519	KGAL	1/21/2025 2:59	Gallons	3.5	104 KRISTY DR
241065569	1/21/2025 3:59	836.8546	KGAL	1/21/2025 3:59	Gallons	2.7	104 KRISTY DR
241065569	1/21/2025 4:59	836.8573	KGAL	1/21/2025 4:59	Gallons	2.7	104 KRISTY DR
241065569	1/21/2025 5:59	836.8608	KGAL	1/21/2025 5:59	Gallons	3.5	104 KRISTY DR
241065569	1/21/2025 6:59	836.8651	KGAL	1/21/2025 6:59	Gallons	4.3	104 KRISTY DR
241065569	1/21/2025 7:59	836.8773	KGAL	1/21/2025 7:59	Gallons	12.2	104 KRISTY DR
241065569	1/21/2025 8:59	836.888	KGAL	1/21/2025 8:59	Gallons	10.7	104 KRISTY DR
241065569	1/21/2025 9:59	836.8907	KGAL	1/21/2025 9:59	Gallons	2.7	104 KRISTY DR
241065569	1/21/2025 10:59	836.8953	KGAL	1/21/2025 10:59	Gallons	4.6	104 KRISTY DR
241065569	1/21/2025 11:59	836.8965	KGAL	1/21/2025 11:59	Gallons	1.2	104 KRISTY DR
241065569	1/21/2025 12:59	836.899	KGAL	1/21/2025 12:59	Gallons	2.5	104 KRISTY DR
241065569	1/21/2025 13:59	836.901	KGAL	1/21/2025 13:59	Gallons	2	104 KRISTY DR
241065569	1/21/2025 14:59	836.9029	KGAL	1/21/2025 14:59	Gallons	1.9	104 KRISTY DR
241065569	1/21/2025 15:59	836.9037	KGAL	1/21/2025 15:59	Gallons	0.8	104 KRISTY DR
241065569	1/21/2025 16:59	836.9056	KGAL	1/21/2025 16:59	Gallons	1.9	104 KRISTY DR
241065569	1/21/2025 17:59	836.9075	KGAL	1/21/2025 17:59	Gallons	1.9	104 KRISTY DR
241065569	1/21/2025 18:59	836.9087	KGAL	1/21/2025 18:59	Gallons	1.2	104 KRISTY DR
241065569	1/21/2025 19:59	836.9096	KGAL	1/21/2025 19:59	Gallons	0.9	104 KRISTY DR
241065569	1/21/2025 20:59	836.9107	KGAL	1/21/2025 20:59	Gallons	1.1	104 KRISTY DR
241065569	1/21/2025 21:59	836.9279	KGAL	1/21/2025 21:59	Gallons	17.2	104 KRISTY DR
241065569	1/21/2025 22:59	836.9279	KGAL	1/21/2025 22:59	Gallons	0	104 KRISTY DR
241065569	1/21/2025 23:59	836.9279	KGAL	1/21/2025 23:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 0:59	836.9279	KGAL	1/22/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 1:59	836.9284	KGAL	1/22/2025 1:59	Gallons	0.5	104 KRISTY DR
241065569	1/22/2025 2:59	836.9284	KGAL	1/22/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 3:59	836.9284	KGAL	1/22/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 4:59	836.9303	KGAL	1/22/2025 4:59	Gallons	1.9	104 KRISTY DR
241065569	1/22/2025 5:59	836.9311	KGAL	1/22/2025 5:59	Gallons	0.8	104 KRISTY DR
241065569	1/22/2025 6:59	836.9311	KGAL	1/22/2025 6:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 7:59	836.9311	KGAL	1/22/2025 7:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 8:59	836.9321	KGAL	1/22/2025 8:59	Gallons	1	104 KRISTY DR
241065569	1/22/2025 9:59	836.9321	KGAL	1/22/2025 9:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 10:59	836.9369	KGAL	1/22/2025 10:59	Gallons	4.8	104 KRISTY DR

241065569	1/22/2025 11:59	836.9708	KGAL	1/22/2025 11:59	Gallons	33.9	104 KRISTY DR
241065569	1/22/2025 12:59	837.0233	KGAL	1/22/2025 12:59	Gallons	52.5	104 KRISTY DR
241065569	1/22/2025 13:59	837.042	KGAL	1/22/2025 13:59	Gallons	18.7	104 KRISTY DR
241065569	1/22/2025 14:59	837.0908	KGAL	1/22/2025 14:59	Gallons	48.8	104 KRISTY DR
241065569	1/22/2025 15:59	837.1089	KGAL	1/22/2025 15:59	Gallons	18.1	104 KRISTY DR
241065569	1/22/2025 16:59	837.1089	KGAL	1/22/2025 16:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 17:59	837.1089	KGAL	1/22/2025 17:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 18:59	837.1093	KGAL	1/22/2025 18:59	Gallons	0.4	104 KRISTY DR
241065569	1/22/2025 19:59	837.1093	KGAL	1/22/2025 19:59	Gallons	0	104 KRISTY DR
241065569	1/22/2025 20:59	837.1485	KGAL	1/22/2025 20:59	Gallons	39.2	104 KRISTY DR
241065569	1/22/2025 21:59	837.1845	KGAL	1/22/2025 21:59	Gallons	36	104 KRISTY DR
241065569	1/22/2025 22:59	837.1852	KGAL	1/22/2025 22:59	Gallons	0.7	104 KRISTY DR
241065569	1/22/2025 23:59	837.1852	KGAL	1/22/2025 23:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 0:59	837.1852	KGAL	1/23/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 1:59	837.1852	KGAL	1/23/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 2:59	837.1852	KGAL	1/23/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 3:59	837.1858	KGAL	1/23/2025 3:59	Gallons	0.6	104 KRISTY DR
241065569	1/23/2025 4:59	837.1859	KGAL	1/23/2025 4:59	Gallons	0.1	104 KRISTY DR
241065569	1/23/2025 5:59	837.196	KGAL	1/23/2025 5:59	Gallons	10.1	104 KRISTY DR
241065569	1/23/2025 6:59	837.2031	KGAL	1/23/2025 6:59	Gallons	7.1	104 KRISTY DR
241065569	1/23/2025 7:59	837.2035	KGAL	1/23/2025 7:59	Gallons	0.4	104 KRISTY DR
241065569	1/23/2025 8:59	837.2042	KGAL	1/23/2025 8:59	Gallons	0.7	104 KRISTY DR
241065569	1/23/2025 9:59	837.2042	KGAL	1/23/2025 9:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 10:59	837.2042	KGAL	1/23/2025 10:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 11:59	837.2043	KGAL	1/23/2025 11:59	Gallons	0.1	104 KRISTY DR
241065569	1/23/2025 12:59	837.2043	KGAL	1/23/2025 12:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 13:59	837.205	KGAL	1/23/2025 13:59	Gallons	0.7	104 KRISTY DR
241065569	1/23/2025 14:59	837.205	KGAL	1/23/2025 14:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 15:59	837.205	KGAL	1/23/2025 15:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 16:59	837.205	KGAL	1/23/2025 16:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 17:59	837.2056	KGAL	1/23/2025 17:59	Gallons	0.6	104 KRISTY DR
241065569	1/23/2025 18:59	837.2056	KGAL	1/23/2025 18:59	Gallons	0	104 KRISTY DR
241065569	1/23/2025 19:59	837.2222	KGAL	1/23/2025 19:59	Gallons	16.6	104 KRISTY DR
241065569	1/23/2025 20:59	837.2223	KGAL	1/23/2025 20:59	Gallons	0.1	104 KRISTY DR
241065569	1/23/2025 21:59	837.2235	KGAL	1/23/2025 21:59	Gallons	1.2	104 KRISTY DR
241065569	1/23/2025 22:59	837.2273	KGAL	1/23/2025 22:59	Gallons	3.8	104 KRISTY DR
241065569	1/23/2025 23:59	837.2289	KGAL	1/23/2025 23:59	Gallons	1.6	104 KRISTY DR
241065569	1/24/2025 0:59	837.2289	KGAL	1/24/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/24/2025 1:59	837.2307	KGAL	1/24/2025 1:59	Gallons	1.8	104 KRISTY DR
241065569	1/24/2025 2:59	837.2307	KGAL	1/24/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/24/2025 3:59	837.2307	KGAL	1/24/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/24/2025 4:59	837.2315	KGAL	1/24/2025 4:59	Gallons	0.8	104 KRISTY DR
241065569	1/24/2025 5:59	837.2327	KGAL	1/24/2025 5:59	Gallons	1.2	104 KRISTY DR
241065569	1/24/2025 6:59	837.2327	KGAL	1/24/2025 6:59	Gallons	0	104 KRISTY DR

241065569	1/24/2025 7:59	837.2342	KGAL	1/24/2025 7:59	Gallons	1.5	104 KRISTY DR
241065569	1/24/2025 8:59	837.2728	KGAL	1/24/2025 8:59	Gallons	38.6	104 KRISTY DR
241065569	1/24/2025 9:59	837.2988	KGAL	1/24/2025 9:59	Gallons	26	104 KRISTY DR
241065569	1/24/2025 10:59	837.3175	KGAL	1/24/2025 10:59	Gallons	18.7	104 KRISTY DR
241065569	1/24/2025 11:59	837.343	KGAL	1/24/2025 11:59	Gallons	25.5	104 KRISTY DR
241065569	1/24/2025 12:59	837.3498	KGAL	1/24/2025 12:59	Gallons	6.8	104 KRISTY DR
241065569	1/24/2025 13:59	837.3504	KGAL	1/24/2025 13:59	Gallons	0.6	104 KRISTY DR
241065569	1/24/2025 14:59	837.3505	KGAL	1/24/2025 14:59	Gallons	0.1	104 KRISTY DR
241065569	1/24/2025 15:59	837.3523	KGAL	1/24/2025 15:59	Gallons	1.8	104 KRISTY DR
241065569	1/24/2025 16:59	837.3523	KGAL	1/24/2025 16:59	Gallons	0	104 KRISTY DR
241065569	1/24/2025 17:59	837.3526	KGAL	1/24/2025 17:59	Gallons	0.3	104 KRISTY DR
241065569	1/24/2025 18:59	837.3534	KGAL	1/24/2025 18:59	Gallons	0.8	104 KRISTY DR
241065569	1/24/2025 19:59	837.3534	KGAL	1/24/2025 19:59	Gallons	0	104 KRISTY DR
241065569	1/24/2025 20:59	837.3559	KGAL	1/24/2025 20:59	Gallons	2.5	104 KRISTY DR
241065569	1/24/2025 21:59	837.356	KGAL	1/24/2025 21:59	Gallons	0.1	104 KRISTY DR
241065569	1/24/2025 22:59	837.3572	KGAL	1/24/2025 22:59	Gallons	1.2	104 KRISTY DR
241065569	1/24/2025 23:59	837.3601	KGAL	1/24/2025 23:59	Gallons	2.9	104 KRISTY DR
241065569	1/25/2025 0:59	837.362	KGAL	1/25/2025 0:59	Gallons	1.9	104 KRISTY DR
241065569	1/25/2025 1:59	837.3622	KGAL	1/25/2025 1:59	Gallons	0.2	104 KRISTY DR
241065569	1/25/2025 2:59	837.3623	KGAL	1/25/2025 2:59	Gallons	0.1	104 KRISTY DR
241065569	1/25/2025 3:59	837.3623	KGAL	1/25/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 4:59	837.3623	KGAL	1/25/2025 4:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 5:59	837.3631	KGAL	1/25/2025 5:59	Gallons	0.8	104 KRISTY DR
241065569	1/25/2025 6:59	837.3631	KGAL	1/25/2025 6:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 7:59	837.3649	KGAL	1/25/2025 7:59	Gallons	1.8	104 KRISTY DR
241065569	1/25/2025 8:59	837.3649	KGAL	1/25/2025 8:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 9:59	837.3649	KGAL	1/25/2025 9:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 10:59	837.3697	KGAL	1/25/2025 10:59	Gallons	4.8	104 KRISTY DR
241065569	1/25/2025 11:59	837.3718	KGAL	1/25/2025 11:59	Gallons	2.1	104 KRISTY DR
241065569	1/25/2025 12:59	837.3718	KGAL	1/25/2025 12:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 13:59	837.3736	KGAL	1/25/2025 13:59	Gallons	1.8	104 KRISTY DR
241065569	1/25/2025 14:59	837.4006	KGAL	1/25/2025 14:59	Gallons	27	104 KRISTY DR
241065569	1/25/2025 15:59	837.4006	KGAL	1/25/2025 15:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 16:59	837.4019	KGAL	1/25/2025 16:59	Gallons	1.3	104 KRISTY DR
241065569	1/25/2025 17:59	837.4032	KGAL	1/25/2025 17:59	Gallons	1.3	104 KRISTY DR
241065569	1/25/2025 18:59	837.4051	KGAL	1/25/2025 18:59	Gallons	1.9	104 KRISTY DR
241065569	1/25/2025 19:59	837.4051	KGAL	1/25/2025 19:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 20:59	837.4073	KGAL	1/25/2025 20:59	Gallons	2.2	104 KRISTY DR
241065569	1/25/2025 21:59	837.4073	KGAL	1/25/2025 21:59	Gallons	0	104 KRISTY DR
241065569	1/25/2025 22:59	837.4092	KGAL	1/25/2025 22:59	Gallons	1.9	104 KRISTY DR
241065569	1/25/2025 23:59	837.411	KGAL	1/25/2025 23:59	Gallons	1.8	104 KRISTY DR
241065569	1/26/2025 0:59	837.4132	KGAL	1/26/2025 0:59	Gallons	2.2	104 KRISTY DR
241065569	1/26/2025 1:59	837.4132	KGAL	1/26/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/26/2025 2:59	837.414	KGAL	1/26/2025 2:59	Gallons	0.8	104 KRISTY DR

241065569	1/26/2025 3:59	837.414	KGAL	1/26/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/26/2025 4:59	837.414	KGAL	1/26/2025 4:59	Gallons	0	104 KRISTY DR
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241065569	1/26/2025 7:59	837.4157	KGAL	1/26/2025 7:59	Gallons	1.7	104 KRISTY DR
241065569	1/26/2025 8:59	837.4157	KGAL	1/26/2025 8:59	Gallons	0	104 KRISTY DR
241065569	1/26/2025 9:59	837.4164	KGAL	1/26/2025 9:59	Gallons	0.7	104 KRISTY DR
241065569	1/26/2025 10:59	837.4164	KGAL	1/26/2025 10:59	Gallons	0	104 KRISTY DR
241065569	1/26/2025 11:59	837.4199	KGAL	1/26/2025 11:59	Gallons	3.5	104 KRISTY DR
241065569	1/26/2025 12:59	837.443	KGAL	1/26/2025 12:59	Gallons	23.1	104 KRISTY DR
241065569	1/26/2025 13:59	837.4589	KGAL	1/26/2025 13:59	Gallons	15.9	104 KRISTY DR
241065569	1/26/2025 14:59	837.4602	KGAL	1/26/2025 14:59	Gallons	1.3	104 KRISTY DR
241065569	1/26/2025 15:59	837.4634	KGAL	1/26/2025 15:59	Gallons	3.2	104 KRISTY DR
241065569	1/26/2025 16:59	837.466	KGAL	1/26/2025 16:59	Gallons	2.6	104 KRISTY DR
241065569	1/26/2025 17:59	837.4691	KGAL	1/26/2025 17:59	Gallons	3.1	104 KRISTY DR
241065569	1/26/2025 18:59	837.4731	KGAL	1/26/2025 18:59	Gallons	4	104 KRISTY DR
241065569	1/26/2025 19:59	837.4732	KGAL	1/26/2025 19:59	Gallons	0.1	104 KRISTY DR
241065569	1/26/2025 20:59	837.4744	KGAL	1/26/2025 20:59	Gallons	1.2	104 KRISTY DR
241065569	1/26/2025 21:59	837.4764	KGAL	1/26/2025 21:59	Gallons	2	104 KRISTY DR
241065569	1/26/2025 22:59	837.4791	KGAL	1/26/2025 22:59	Gallons	2.7	104 KRISTY DR
241065569	1/26/2025 23:59	837.4791	KGAL	1/26/2025 23:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 0:59	837.4791	KGAL	1/27/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 1:59	837.4791	KGAL	1/27/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 2:59	837.4791	KGAL	1/27/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 3:59	837.4791	KGAL	1/27/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 4:59	837.4791	KGAL	1/27/2025 4:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 5:59	837.4798	KGAL	1/27/2025 5:59	Gallons	0.7	104 KRISTY DR
241065569	1/27/2025 6:59	837.4798	KGAL	1/27/2025 6:59	Gallons	0	104 KRISTY DR
241065569	1/27/2025 7:59	837.4818	KGAL	1/27/2025 7:59	Gallons	2	104 KRISTY DR
241065569	1/27/2025 8:59	837.4845	KGAL	1/27/2025 8:59	Gallons	2.7	104 KRISTY DR
241065569	1/27/2025 9:59	837.4868	KGAL	1/27/2025 9:59	Gallons	2.3	104 KRISTY DR
241065569	1/27/2025 10:59	837.4886	KGAL	1/27/2025 10:59	Gallons	1.8	104 KRISTY DR
241065569	1/27/2025 11:59	837.4928	KGAL	1/27/2025 11:59	Gallons	4.2	104 KRISTY DR
241065569	1/27/2025 12:59	837.4956	KGAL	1/27/2025 12:59	Gallons	2.8	104 KRISTY DR
241065569	1/27/2025 13:59	837.5021	KGAL	1/27/2025 13:59	Gallons	6.5	104 KRISTY DR
241065569	1/27/2025 14:59	837.5094	KGAL	1/27/2025 14:59	Gallons	7.3	104 KRISTY DR
241065569	1/27/2025 15:59	837.5129	KGAL	1/27/2025 15:59	Gallons	3.5	104 KRISTY DR
241065569	1/27/2025 16:59	837.5146	KGAL	1/27/2025 16:59	Gallons	1.7	104 KRISTY DR
241065569	1/27/2025 17:59	837.5179	KGAL	1/27/2025 17:59	Gallons	3.3	104 KRISTY DR
241065569	1/27/2025 18:59	837.542	KGAL	1/27/2025 18:59	Gallons	24.1	104 KRISTY DR
241065569	1/27/2025 19:59	837.554	KGAL	1/27/2025 19:59	Gallons	12	104 KRISTY DR
241065569	1/27/2025 20:59	837.5569	KGAL	1/27/2025 20:59	Gallons	2.9	104 KRISTY DR
241065569	1/27/2025 21:59	837.557	KGAL	1/27/2025 21:59	Gallons	0.1	104 KRISTY DR
241065569	1/27/2025 22:59	837.5596	KGAL	1/27/2025 22:59	Gallons	2.6	104 KRISTY DR

241065569	1/27/2025 23:59	837.5596	KGAL	1/27/2025 23:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 0:59	837.5596	KGAL	1/28/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 1:59	837.5603	KGAL	1/28/2025 1:59	Gallons	0.7	104 KRISTY DR
241065569	1/28/2025 2:59	837.5603	KGAL	1/28/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 3:59	837.5603	KGAL	1/28/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 4:59	837.5603	KGAL	1/28/2025 4:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 5:59	837.5603	KGAL	1/28/2025 5:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 6:59	837.5603	KGAL	1/28/2025 6:59	Gallons	0	104 KRISTY DR
241065569	1/28/2025 7:59	837.5649	KGAL	1/28/2025 7:59	Gallons	4.6	104 KRISTY DR
241065569	1/28/2025 8:59	837.5679	KGAL	1/28/2025 8:59	Gallons	3	104 KRISTY DR
241065569	1/28/2025 9:59	837.5729	KGAL	1/28/2025 9:59	Gallons	5	104 KRISTY DR
241065569	1/28/2025 10:59	837.5813	KGAL	1/28/2025 10:59	Gallons	8.4	104 KRISTY DR
241065569	1/28/2025 11:59	837.5856	KGAL	1/28/2025 11:59	Gallons	4.3	104 KRISTY DR
241065569	1/28/2025 12:59	837.5883	KGAL	1/28/2025 12:59	Gallons	2.7	104 KRISTY DR
241065569	1/28/2025 13:59	837.6149	KGAL	1/28/2025 13:59	Gallons	26.6	104 KRISTY DR
241065569	1/28/2025 14:59	837.6168	KGAL	1/28/2025 14:59	Gallons	1.9	104 KRISTY DR
241065569	1/28/2025 15:59	837.6186	KGAL	1/28/2025 15:59	Gallons	1.8	104 KRISTY DR
241065569	1/28/2025 16:59	837.6217	KGAL	1/28/2025 16:59	Gallons	3.1	104 KRISTY DR
241065569	1/28/2025 17:59	837.6236	KGAL	1/28/2025 17:59	Gallons	1.9	104 KRISTY DR
241065569	1/28/2025 18:59	837.6615	KGAL	1/28/2025 18:59	Gallons	37.9	104 KRISTY DR
241065569	1/28/2025 19:59	837.6982	KGAL	1/28/2025 19:59	Gallons	36.7	104 KRISTY DR
241065569	1/28/2025 20:59	837.7068	KGAL	1/28/2025 20:59	Gallons	8.6	104 KRISTY DR
241065569	1/28/2025 21:59	837.7096	KGAL	1/28/2025 21:59	Gallons	2.8	104 KRISTY DR
241065569	1/28/2025 22:59	837.7127	KGAL	1/28/2025 22:59	Gallons	3.1	104 KRISTY DR
241065569	1/28/2025 23:59	837.7146	KGAL	1/28/2025 23:59	Gallons	1.9	104 KRISTY DR
241065569	1/29/2025 0:59	837.7146	KGAL	1/29/2025 0:59	Gallons	0	104 KRISTY DR
241065569	1/29/2025 1:59	837.7146	KGAL	1/29/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/29/2025 2:59	837.7146	KGAL	1/29/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/29/2025 3:59	837.7173	KGAL	1/29/2025 3:59	Gallons	2.7	104 KRISTY DR
241065569	1/29/2025 4:59	837.719	KGAL	1/29/2025 4:59	Gallons	1.7	104 KRISTY DR
241065569	1/29/2025 5:59	837.7211	KGAL	1/29/2025 5:59	Gallons	2.1	104 KRISTY DR
241065569	1/29/2025 6:59	837.7232	KGAL	1/29/2025 6:59	Gallons	2.1	104 KRISTY DR
241065569	1/29/2025 7:59	837.7289	KGAL	1/29/2025 7:59	Gallons	5.7	104 KRISTY DR
241065569	1/29/2025 8:59	837.736	KGAL	1/29/2025 8:59	Gallons	7.1	104 KRISTY DR
241065569	1/29/2025 9:59	837.738	KGAL	1/29/2025 9:59	Gallons	2	104 KRISTY DR
241065569	1/29/2025 10:59	837.7691	KGAL	1/29/2025 10:59	Gallons	31.1	104 KRISTY DR
241065569	1/29/2025 11:59	837.7729	KGAL	1/29/2025 11:59	Gallons	3.8	104 KRISTY DR
241065569	1/29/2025 12:59	837.7962	KGAL	1/29/2025 12:59	Gallons	23.3	104 KRISTY DR
241065569	1/29/2025 13:59	837.7995	KGAL	1/29/2025 13:59	Gallons	3.3	104 KRISTY DR
241065569	1/29/2025 14:59	837.8024	KGAL	1/29/2025 14:59	Gallons	2.9	104 KRISTY DR
241065569	1/29/2025 15:59	837.8043	KGAL	1/29/2025 15:59	Gallons	1.9	104 KRISTY DR
241065569	1/29/2025 16:59	837.8084	KGAL	1/29/2025 16:59	Gallons	4.1	104 KRISTY DR
241065569	1/29/2025 17:59	837.814	KGAL	1/29/2025 17:59	Gallons	5.6	104 KRISTY DR
241065569	1/29/2025 18:59	837.8464	KGAL	1/29/2025 18:59	Gallons	32.4	104 KRISTY DR

241065569	1/29/2025 19:59	837.858	KGAL	1/29/2025 19:59	Gallons	11.6	104 KRISTY DR
241065569	1/29/2025 20:59	837.8619	KGAL	1/29/2025 20:59	Gallons	3.9	104 KRISTY DR
241065569	1/29/2025 21:59	837.862	KGAL	1/29/2025 21:59	Gallons	0.1	104 KRISTY DR
241065569	1/29/2025 22:59	837.8671	KGAL	1/29/2025 22:59	Gallons	5.1	104 KRISTY DR
241065569	1/29/2025 23:59	837.8678	KGAL	1/29/2025 23:59	Gallons	0.7	104 KRISTY DR
241065569	1/30/2025 0:59	837.8679	KGAL	1/30/2025 0:59	Gallons	0.1	104 KRISTY DR
241065569	1/30/2025 1:59	837.8679	KGAL	1/30/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/30/2025 2:59	837.8679	KGAL	1/30/2025 2:59	Gallons	0	104 KRISTY DR
241065569	1/30/2025 3:59	837.8698	KGAL	1/30/2025 3:59	Gallons	1.9	104 KRISTY DR
241065569	1/30/2025 4:59	837.8698	KGAL	1/30/2025 4:59	Gallons	0	104 KRISTY DR
241065569	1/30/2025 5:59	837.8705	KGAL	1/30/2025 5:59	Gallons	0.7	104 KRISTY DR
241065569	1/30/2025 6:59	837.8745	KGAL	1/30/2025 6:59	Gallons	4	104 KRISTY DR
241065569	1/30/2025 7:59	837.8753	KGAL	1/30/2025 7:59	Gallons	0.8	104 KRISTY DR
241065569	1/30/2025 8:59	837.8753	KGAL	1/30/2025 8:59	Gallons	0	104 KRISTY DR
241065569	1/30/2025 9:59	837.9146	KGAL	1/30/2025 9:59	Gallons	39.3	104 KRISTY DR
241065569	1/30/2025 10:59	837.976	KGAL	1/30/2025 10:59	Gallons	61.4	104 KRISTY DR
241065569	1/30/2025 11:59	837.9795	KGAL	1/30/2025 11:59	Gallons	3.5	104 KRISTY DR
241065569	1/30/2025 12:59	838.0415	KGAL	1/30/2025 12:59	Gallons	62	104 KRISTY DR
241065569	1/30/2025 13:59	838.0692	KGAL	1/30/2025 13:59	Gallons	27.7	104 KRISTY DR
241065569	1/30/2025 14:59	838.1608	KGAL	1/30/2025 14:59	Gallons	91.6	104 KRISTY DR
241065569	1/30/2025 15:59	838.1787	KGAL	1/30/2025 15:59	Gallons	17.9	104 KRISTY DR
241065569	1/30/2025 16:59	838.1812	KGAL	1/30/2025 16:59	Gallons	2.5	104 KRISTY DR
241065569	1/30/2025 17:59	838.1839	KGAL	1/30/2025 17:59	Gallons	2.7	104 KRISTY DR
241065569	1/30/2025 18:59	838.1859	KGAL	1/30/2025 18:59	Gallons	2	104 KRISTY DR
241065569	1/30/2025 19:59	838.1885	KGAL	1/30/2025 19:59	Gallons	2.6	104 KRISTY DR
241065569	1/30/2025 20:59	838.193	KGAL	1/30/2025 20:59	Gallons	4.5	104 KRISTY DR
241065569	1/30/2025 21:59	838.193	KGAL	1/30/2025 21:59	Gallons	0	104 KRISTY DR
241065569	1/30/2025 22:59	838.1962	KGAL	1/30/2025 22:59	Gallons	3.2	104 KRISTY DR
241065569	1/30/2025 23:59	838.1962	KGAL	1/30/2025 23:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 0:59	838.1988	KGAL	1/31/2025 0:59	Gallons	2.6	104 KRISTY DR
241065569	1/31/2025 1:59	838.1988	KGAL	1/31/2025 1:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 2:59	838.2007	KGAL	1/31/2025 2:59	Gallons	1.9	104 KRISTY DR
241065569	1/31/2025 3:59	838.2007	KGAL	1/31/2025 3:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 4:59	838.2014	KGAL	1/31/2025 4:59	Gallons	0.7	104 KRISTY DR
241065569	1/31/2025 5:59	838.2014	KGAL	1/31/2025 5:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 6:59	838.2014	KGAL	1/31/2025 6:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 7:59	838.2014	KGAL	1/31/2025 7:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 8:59	838.2035	KGAL	1/31/2025 8:59	Gallons	2.1	104 KRISTY DR
241065569	1/31/2025 9:59	838.2149	KGAL	1/31/2025 9:59	Gallons	11.4	104 KRISTY DR
241065569	1/31/2025 10:59	838.2174	KGAL	1/31/2025 10:59	Gallons	2.5	104 KRISTY DR
241065569	1/31/2025 11:59	838.2264	KGAL	1/31/2025 11:59	Gallons	9	104 KRISTY DR
241065569	1/31/2025 12:59	838.2313	KGAL	1/31/2025 12:59	Gallons	4.9	104 KRISTY DR
241065569	1/31/2025 13:59	838.2313	KGAL	1/31/2025 13:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 14:59	838.2352	KGAL	1/31/2025 14:59	Gallons	3.9	104 KRISTY DR

241065569	1/31/2025 15:59	838.2415	KGAL	1/31/2025 15:59	Gallons	6.3	104 KRISTY DR
241065569	1/31/2025 16:59	838.2461	KGAL	1/31/2025 16:59	Gallons	4.6	104 KRISTY DR
241065569	1/31/2025 17:59	838.2494	KGAL	1/31/2025 17:59	Gallons	3.3	104 KRISTY DR
241065569	1/31/2025 18:59	838.2641	KGAL	1/31/2025 18:59	Gallons	14.7	104 KRISTY DR
241065569	1/31/2025 19:59	838.2641	KGAL	1/31/2025 19:59	Gallons	0	104 KRISTY DR
241065569	1/31/2025 20:59	838.2675	KGAL	1/31/2025 20:59	Gallons	3.4	104 KRISTY DR
241065569	1/31/2025 21:59	838.2701	KGAL	1/31/2025 21:59	Gallons	2.6	104 KRISTY DR
241065569	1/31/2025 22:59	838.271	KGAL	1/31/2025 22:59	Gallons	0.9	104 KRISTY DR
241065569	1/31/2025 23:59	838.2723	KGAL	1/31/2025 23:59	Gallons	1.3	104 KRISTY DR

AGENDA ITEM SUMMARY SHEET

City Council City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on definitions and regulations of playhouses and playscapes

Description:

At the **May 21, 2025, City Council meeting,** the Council discussed the proposed ordinance language for adding definitions and Section 107-85 regarding Playhouses and Playscapes. Council had comments regarding:

- Definition of Playscape specifically "has no solid floor" as some play scape structures have an upper floor with a 'playhouse' component. This definition is unnecessarily restrictive.
- Placement of Playhouses. Make sure all yards are taken into consideration.
    - Proposed language: Sec. 107-85(d)(3) the playhouse must be set back at least six (6) feet from any property line
    - What about on a corner lot? Example: Sec. 107-34(b)(5)- Fences- All fence components shall be a minimum of 15 feet from the curb, or edge of the street pavement, where there is no curb
    - Council is making sure that you couldn't have a playhouse closer to the street than you could have a fence

At the **June 4, 2025, Planning and Zoning Commission Meeting**, the Commission discussed the request of the City Council. Commissioner Jerry Fleming made some edits and the Commission discussed.

> **Commissioner Jerry Fleming moved to approve the edits that he made (adding "at grade level nor within 48" of grade' to the definition of playscape, the total area of a playhouse shall not exceed 100 square feet in a required rear yard) and Commissioner Genie Nyer seconded the motion. The motion carried with 4 in favor and 1 against (Tony Stein).**

At the **September 3, 2025, Planning and Zoning Commission meeting**, the Commissioners discussed public comments included in the meeting packet regarding properties with larger side yards on corner lots and how the drafted language needed further clarification. The word 'encroach' would be better suited to replace 'exceed' in Sec. 107-85(d)(2)**.** Additionally, the drafted ordinance did not mention anything about corner lots.

> **Commissioner Stein moved to recommend approval with the following changes:**
> 1. **Adjust the definition of Playhouse to include which will not be supplied by utilities;**

2. **Adjust Sec. 107-85(d)(2) by swapping the word 'exceed' with 'encroach' to read: The total area of the playhouse shall not encroach one hundred (100) square feet in a required rear yard and shall not encroach fifty (50) square feet in a required side yard;**
3. **Add (e) to Sec. 107-85 to read: For corner lots, a playhouse exceeding more than six (6) feet in height and no taller than twelve (12) feet in height shall be allowed in both the required rear yard and required side yard so long as it is a minimum sixteen (16) feet from the curb and no greater than one hundred (100) square feet of surface area.**

Commissioner Bench seconded the motion. The motion carried with 6 in favor and 1 opposed (Brian Nash).

At the **September 17, 2025, City Council meeting**, the Council reviewed the draft ordinance along with the recommended changes from the Planning and Zoning Commission. Council Member Brown and Mayor Pro Tem Hudson agreed to refine the language and present the updated version at the next City Council meeting.

At the **October 15, 2025, City Council meeting**, Council Member Brook Brown stated that further work is needed on the ordinance, and Mayor Pro Tem Sara Hutson noted that there is no consensus on an appropriate solution.

Members of Council discussed accessory buildings, the permitting process, how other cities address playhouses and playscapes, and possible solutions. They also discussed definitions, placement, and dimensions of playhouses and playscapes.

Mayor Gavin Massingill stated that staff will bring back the draft ordinance containing Council Member Brook Brown's edits, the Planning and Zoning Commission's proposed ordinance, and have legal draft up an ordinance with blanks on criteria for the City Council to deliberate and fill in next month.

Action Requested:

Consider the comments regarding proposed amendments to the Rollingwood Code of Ordinances, Chapter 107 (Zoning), related to definitions and the placement of Playhouses and Playscapes.

Fiscal Impacts:

No Fiscal impacts presented at this time.

Attachments:

- Draft ordinance amending Section 107-3 Definitions and adding Section 107-85 related to the playhouses and playscapes as drafted by P&Z for the Public Hearings
- Draft ordinance amending Section 107-3 Definitions and adding Section 107-85 related to the playhouses and playscapes as drafted by PZ with Council member Brown's edits
- Draft ordinance amending Section 107-3 Definitions and adding Section 107-85 related to the playhouses and playscapes reviewed by Legal Counsel with blanks

ORDINANCE NO. 2025-09-17-22

AN ORDINANCE AMENDING CHAPTER 107, SECTION 107-3 AND ADDING SECTION 107-85 OF THE CITY OF ROLLINGWOOD'S CODE OF ORDINANCES RELATED TO PLAYHOUSES AND PLAYSCAPES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Rollingwood is a General Law Type A City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code Chapter 211 provides authority to regulate the height, number of stories, and size of buildings and other structures such as playhouses and playscapes; and

WHEREAS, the City Council of the City of Rollingwood ("City Council") finds that scale and placement of playhouses and playscapes can impact the character of residential neighborhoods by affecting the spacing between structures, visibility from adjacent properties, and overall aesthetic harmony; and

WHEREAS, the City Council finds and determines that playhouses and playscapes, particularly those of significant height or located near property lines, can impact the privacy and quiet enjoyment of adjacent properties by creating sightlines into private spaces and generating noise; and

WHEREAS, the City Council finds and determines that unregulated placement or oversized playhouses and playscapes may create safety concerns, obstruct views, or lead to neighborhood disputes regarding setbacks, visual impact, and compatibility with surrounding structures; and

WHEREAS, the City Council finds and declares that establishing reasonable regulations for the size and location of playhouses and playscapes is essential to maintaining the character of residential areas, minimizing conflicts between neighbors, and ensuring that such structures are safely and appropriately integrated within properties.

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

SECTION 1. All the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Code Amendment. The following sections of the Rollingwood Code of Ordinances are hereby amended as follows with ~~strikethroughs~~ being deletions from the Code and underlines being additions to the Code:

Section 107-3 and 107-85 is amended as follows:

Sec. 107-3. – Definitions.

Playhouse means a freestanding structure with a roof supported by walls and is designed as a toy for children's activities, which will not be supplied by utilities.

Playscape means a freestanding structure that is mostly unenclosed, has no solid floor at grade level or within 48 inches of grade, and is designed for children's activities. A playscape typically consists of a swing, slide, and climbing walls or ladder.

Sec. 107- 85 Playhouses and Playscapes.

(a) Playhouses and playscapes are exempt from regulations for accessory buildings or structures, if they comply with the regulations outlined in this subsection.
(b) Playscapes may be in a required side or rear yard.
(c) Playhouses less than six (6) feet in height may be in a required side or rear yard
(d) Playhouses exceeding six (6) feet in height may be in a required side or rear yard if all of the following conditions are met:
    (1) The maximum height, measured to the topmost part of the playhouse, does not exceed twelve (12) feet above natural grade;
    (2) The total area of the playhouse shall not ~~exceed~~ encroach one hundred (100) square feet in a required rear yard and not to encroach fifty (50) square feet in a required side yard; and
    (3) The playhouse must be set back at least six (6) feet from any property line.
(e) For corner lots a playhouse exceeding more than six (6) feet in height and no taller than twelve (12) feet in height, shall be allowed in both the required side yard and required rear yard so long as it is a minimum of sixteen (16) feet from the curb and no greater than one hundred (100) square feet of surface area.

SECTION 3. All provisions of the ordinances of the City of Rollingwood in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and all other provisions of the City of Rollingwood ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, sub-article, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Rollingwood, Texas, on the _____ day of _____, 2025

_____

Gavin Massingill, Mayor

ATTEST:

_____

Makayla Rodriguez, City Secretary

ORDINANCE NO. 2025-09-17-22

AN ORDINANCE AMENDING CHAPTER 107, SECTION 107-3 AND ADDING SECTION 107-85 OF THE CITY OF ROLLINGWOOD'S CODE OF ORDINANCES RELATED TO PLAYHOUSES AND PLAYSCAPES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Rollingwood is a General Law Type A City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code Chapter 211 provides authority to regulate the height, number of stories, and size of buildings and other structures such as playhouses and playscapes; and

WHEREAS, the City Council of the City of Rollingwood ("City Council") finds that scale and placement of playhouses and playscapes can impact the character of residential neighborhoods by affecting the spacing between structures, visibility from adjacent properties, and overall aesthetic harmony; and

WHEREAS, the City Council finds and determines that playhouses and playscapes, particularly those of significant height or located near property lines, can impact the privacy and quiet enjoyment of adjacent properties by creating sightlines into private spaces and generating noise; and

WHEREAS, the City Council finds and determines that unregulated placement or oversized playhouses and playscapes may create safety concerns, obstruct views, or lead to neighborhood disputes regarding setbacks, visual impact, and compatibility with surrounding structures; and

WHEREAS, the City Council finds and declares that establishing reasonable regulations for the size and location of playhouses and playscapes is essential to maintaining the character of residential areas, minimizing conflicts between neighbors, and ensuring that such structures are safely and appropriately integrated within properties.

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Sec. 107-3. – Definitions.

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Playscape means a freestanding temporary structure that is mostly unenclosed, ~~has~~having no solid floor at grade level or within 48 inches of grade, and ~~is~~ designed for children's activities. A playscape typically consists of a swing, slide, and climbing walls or ladder.

Sec. 107- 85 Playhouse~~s~~ and Playscape~~s~~.

(a) Any playhouse or playscape is an accessory building; however, a playhouse or playscape meeting the requirements of this section shall be treated as a "qualifying playhouse" or "qualifying playscape" and shall not require a building permit. One accessory building and one qualifying playhouse or qualifying playscape shall be allowed on a lot.

(b) A "qualifying playscape" means a playscape not exceeding 12 feet in height, as measured from the natural grade, and not exceeding a footprint area of 120 square feet. A qualifying playscape may be located in a side or rear yard but may not be located in a front yard, natural drainage way or public drainage easement, and may not impede access to public utility facilities or any public utility easement. Additionally, on a corner lot, a qualifying playscape may not be located within a side yard adjacent to the side street if the adjacent side street lot faces the side street.

(c) A "qualifying playhouse" means a playhouse not exceeding 12 feet in height, as measured from the natural grade, and not exceeding a footprint area of 120 square feet. A qualifying playhouse may not be located within any required yard, public utility easement, natural drainage way, drainage easement. Additionally, on a corner lot, a qualifying playhouse may not be located within a side yard adjacent to the side street if the adjacent side street lot faces the side street.

(d) Any playhouse or playscape not meeting the requirements of a qualifying playhouse or qualifying playscape as described in this section must meet all requirements of this code applicable to an accessory building.

~~(a) Playhouse and playscape are not for regulation of accessory building structures if they comply with regulations of this section~~

~~(b) Playscapes may be in a required side or rear yard.~~

SECTION 3. All provisions of the ordinances of the City of Rollingwood in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and all other provisions of the City of Rollingwood ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, sub-article, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Rollingwood, Texas, on the _____ day of _____, 2025

_____

Gavin Massingill, Mayor

ATTEST:

_____

Makayla Rodriguez, City Secretary

ORDINANCE NO. 2025-XX-XX-XX

AN ORDINANCE AMENDING CHAPTER 107, SECTION 107-3 AND ADDING SECTION 107-85 OF THE CITY OF ROLLINGWOOD'S CODE OF ORDINANCES RELATED TO PLAYHOUSES AND PLAYSCAPES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Rollingwood is a General Law Type A City under the statutes of the State of Texas; and

WHEREAS, the Texas Local Government Code Chapter 211 provides authority to regulate the height, number of stories, and size of buildings and other structures such as playhouses and playscapes; and

WHEREAS, the City Council of the City of Rollingwood ("City Council") finds that scale and placement of playhouses and playscapes can impact the character of residential neighborhoods by affecting the spacing between structures, visibility from adjacent properties, and overall aesthetic harmony; and

WHEREAS, the City Council finds and determines that playhouses and playscapes, particularly those of significant height or located near property lines, can impact the privacy and quiet enjoyment of adjacent properties by creating sightlines into private spaces and generating noise; and

WHEREAS, the City Council finds and determines that unregulated placement or oversized playhouses and playscapes may create safety concerns, obstruct views, or lead to neighborhood disputes regarding setbacks, visual impact, and compatibility with surrounding structures; and

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Sec. 107- 85 Playhouse and Playscape.

~~(a) Playhouse and playscape are exempt from regulations for accessory buildings or structures, if they comply with the regulations outlined in this subsection.~~

(a) Any playhouse or playscape is an accessory building; however, a playhouse or playscape meeting the requirements of this section shall be treated as a "qualifying playhouse" or "qualifying playscape" and shall not require a building permit. One accessory building and one qualifying playhouse or qualifying playscape shall be allowed on a lot.

~~(b) Playscapes may be in a required side or rear yard.~~

(b) A "qualifying playscape" means a playscape not exceeding 12 feet in height, as measured from the natural grade, and not exceeding a footprint area of 120 square feet. A qualifying playscape may be located in a side or rear yard but may not be located in a front yard, natural drainage way or public drainage easement, and may not impede access to public utility facilities or any public utility easement. Additionally, on a corner lot, a qualifying playscape may not be located within a side yard adjacent to the side street if the adjacent side street lot faces the side street.

~~(c) Playhouses less than six (6) feet in height may be in a required side or rear yard~~

(c) A "qualifying playhouse" means a playhouse not exceeding 12 feet in height, as measured from the natural grade, and not exceeding a footprint area of 120 square feet. A qualifying playhouse may not be located within any required yard, public utility easement, natural drainage way, drainage easement. Additionally, on a corner lot, a qualifying playhouse may not be located within a side yard adjacent to the side street if the adjacent side street lot faces the side street.

~~(d) Playhouses exceeding six (6) feet in height may be in a required side or rear yard if all of the following conditions are met:~~

~~(1) The maximum height, measured to the topmost part of the playhouse, does not exceed twelve (12) feet above natural grade;~~

Commented [AP1]: Is there a specific time frame intended for temporary? What is the purpose of adding this term? If the intent is to allow the City to remove it at a later date, we may want to define temporary more clearly.

Commented [CZ2R1]: Temporary does imply that it will come down at some point. May need to clarification on intent.

~~(2) The total area of the playhouse shall not encroach one hundred (100) square feet in a required rear yard and not to encroach fifty (50) square feet in a required side yard; and~~

~~(3) The playhouse must be set back at least six (6) feet from any property line.~~

(d) Any playhouse or playscape not meeting the requirements of a qualifying playhouse or qualifying playscape as described in this section must meet all requirements of this code applicable to an accessory building.

~~(e) For corner lots a playhouse exceeding more than six (6) feet in height and no taller than twelve (12) feet in height, shall be allowed in both the required side yard and required rear yard so long as it is a minimum of sixteen (16) feet from the curb and no greater than one hundred (100) square feet of surface area.~~

SECTION 3. All provisions of the ordinances of the City of Rollingwood in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and all other provisions of the City of Rollingwood ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, sub-article, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Rollingwood, Texas, on the _____ day of _____, 2025

_____

Gavin Massingill, Mayor

ATTEST:

113 _____

114 Makayla Rodriguez, City Secretary

Outlook

Re: Fields 1 & 2 Availability + Holiday Lights Question

From Rachel Tys [redacted]
Date Tue 11/11/2025 1:06 PM
To Alun Thomas <athomas@rollingwoodtx.gov>
Cc Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Rollingwood Womens Club [redacted]; Lindsay Saenz <lsaenz@rollingwoodtx.gov>

Hi all,

I wanted to share an update on our Rollingwood Women's Club partnership projects and request placement on the upcoming Parks Commission and City Council agendas for consideration.

Over the past few weeks, I met on site with both Shine Westlake and Austin Custom Christmas Lights to review options for lighting the park. Together, we identified a cluster of oak trees closest to the Field House and the existing outlet near the softball field. This layout:

- Keeps power sources close to minimize extension cords
- Allows cords to be run above the tree canopy where needed to reduce tripping hazards
- Avoids impacts to nearby homes along Rollingwood Drive
- Highlights the recent community enhancements around the Field House area

Both vendors also confirmed that, if the Field House is outlined with string lights, they can connect to those existing points to keep cords off the ground and maintain a clean, safe setup.

Our proposal is to focus lighting on a small area around the Field House only and to host a small community tree lighting gathering, tentatively planned for **Saturday, December 7 at 5:00 p.m.** Final vendor selection and scope will be contingent on funding approval from the Rollingwood Women's Club, which I am optimistic we can secure.

In addition, we are exploring a complementary project with the Boy Scouts to display flags along Rollingwood Drive and within the park for the **4th of July parade and community celebration**. The goal is to create a cohesive, patriotic corridor along the parade route and in the park while partnering with a local youth organization for installation and management.

At this time, I am respectfully requesting:

1. Approval from the Parks Commission and City Council to install temporary holiday lighting in the proposed area using a licensed vendor and to host the tree lighting gathering on December 7 at 5:00 p.m.

2. Conceptual approval to collaborate with the Boy Scouts on a flag display along Rollingwood Drive and in the park for the 4th of July parade and related festivities, so we may continue

refining details with City staff.

Additional detail on both initiatives is summarized here:
Rollingwood Women's Club – Event Enhancements Proposal

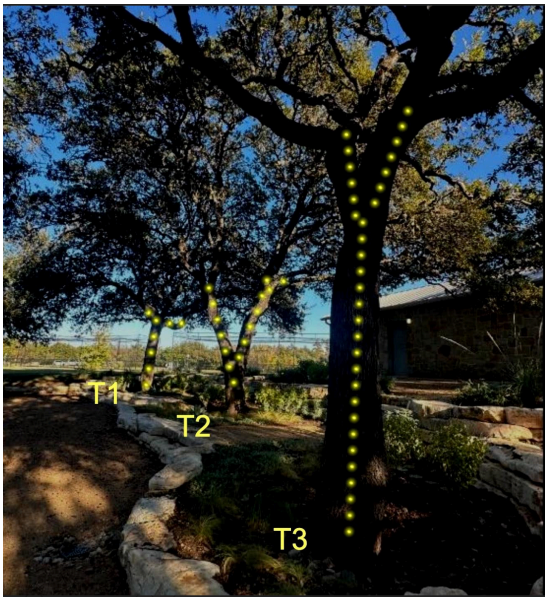
I will be out of town and unable to attend the November Parks or City Council meetings in person. Alun, would you be willing to submit this item and the attached materials for inclusion on the agendas? I will ensure a Women's Club Board representative is available to attend and answer any questions.

Thank you for your time and consideration, and for your continued support in creating meaningful community experiences in Rollingwood.

Best regards,
Rachel Tys | [redacted]

WINTERWOOD: A COMMUNITY TREE LIGHTING CEREMONY:





Create a simple and welcoming winter tree lighting event that brings neighbors together and establishes an annual community tradition. This would be the first year, with a modest and manageable installation focused around the Field House and Upper playground which will also highlight the recent enhancements in that area. Additionally, that placement avoids impacts to nearby homes along Rollingwood Drive and lights will be on timers to turn on/off from 5-9pm in line with the city's Dark Skies initiative.

Event Concept

- Location: The Field House area
- Tentative lighting ceremony gathering through Women's Club on December 7 at 5pm
- Lighting of 7-8 selected trees
- Hot cocoa self-serve
- Sno Beach snowballs (resident owned business)
- Optional cookie decorating (volunteer-run or sponsored)
- Ornament craft for kids to take home or hang in the mountain laurel trees that flank the bathrooms
- Music playlist (no stage or sound equipment needed) and potential for a local resident to lead a few winter carols.

This event is intended to be family-friendly, casual, and easy for residents to attend and enjoy. The lighting display would stay up for the holiday season, roughly December through January.

Lighting Scope

Light approximately 7–8 oak trees near the Field House/restroom/concession stand area. Both vendors include installation, removal, storage, and service calls.

Vendor: Shine Westlake

- Lights: Commercial-grade LED mini-lights, warm white
- Scope: Wrap 7 oak trees
- Includes lights, installation, takedown, storage, and tax
- Lights are warrantied for 3 years
- Lights become part of the Women’s Club inventory moving forward

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Steve Franke, Western Hills Girls Softball

Agenda Item:

Discussion and possible action on a request from Western Hills Girls Softball for Field 2 improvements at Rollingwood Park exceeding $1,000

Description:

Steve Franke of Western Hills Girls Softball is requesting approval to move forward with infield dirt work on Field 2 at Rollingwood Park for a cost of $4,925.00. Per the lease agreement with the City and Western Hill's Little League, any improvements that exceed $1,000 will need approval from City Council.

At the November 18, 2025, Park Commission meeting, the Commission discussed the request and made the following recommendation:

Sean Downing moved to recommend approval of the infield work for $4,925. Diana Wallace seconded the motion. The motion carried 7 in favor and 0 against.

Action Requested:

To consider the request from Western Hills Girls Softball for field work for a total of $4,925.

Fiscal Impacts:

No fiscal impacts to the City. Western Hills Girl's Softball will be funding the improvements.

Attachments:

- WHGS-Hatley 2 Infield Dirt Work Proposal

Proposal

Landscape Resources, Inc.
PO BOX 92198
Austin, Texas 78709
512-394-1120 Office

Project	Western Hills Girls Softball	Phone	512.789.3354
Desc.	Hatley 2 Infield Dirt Work	Fax	
Contact	Steve Franke	email	steve@reynoldsfranke@com
Address	4821 Rollingwood Drive #4815	mobile	.
City, zip	Austin, Texas 78746		
Date	9/8/25		
Submitted by:	Aaron Shehan	Client PO #:	
Mobile # :	737.354.9997		
email :	aaron@landscaperesources.us	LRI WO # :	.

Work Description





Hatley 2 Field Work

- Import approximately a ½'' of 'Infield' dirt and distribute in the infield to level out low areas. -Re-distribute existing soil as necessary to level field area. Rake smooth.
- Adjacent to bases dirt is too loose, utilize a plate compactor to re-level, re-distribute, and hold dirt in place
- Haul off any debris and dispose of off-site.

Sub-total	$4,925.00
Sales tax	Exempt
Total	**$4,925.00**

Authorized Signature
Date signed_9/18/25____

Landscape Resources, Inc.
Date signed_____

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Steve Franke, Western Hills Girls Softball

Agenda Item:

Discussion and possible action to amend the lease agreement with Western Hills Little League to modify the required approval amount of $1,000 for improvements

Description:

Steve Franke of Western Hills Girls Softball expressed interest in amending the lease agreement to increase the threshold amount requiring City Council approval for improvements due to the rising cost of goods and services.

At the November 18, 2025, Park Commission meeting, the Commission discussed the request and made the following recommendation:

Diana Wallace moved to recommend to City Council to raise the required approval amount to $7,500 with administrative approval when the threshold is not met. Laurie Mills seconded the motion.

The Park Commission and Steve Franke discussed the average cost of maintenance and the lease approval process. Steve Franke explained that any changes to the lease would apply to Western Hills Little League baseball and Western Hills Girls Softball.

Sean Downing moved to amend the motion to add that the $7,500 threshold be designated for maintenance work and not improvements. Diana Wallace seconded the amendment to the motion. The amended to the motion carried with 7 in favor and 0 against.

The motion, as amended, carried with 7 in favor and 0 against.

Action Requested:

To consider the request to modify the required approval amount for improvements in the lease agreement with Western Hills Little League.

Fiscal Impacts:

No fiscal impacts.

Attachments:

- Rollingwood Park Field Lease Agreement
- Steve Franke Email Redacted

ROLLINGWOOD MUNICIPAL PARK ATHLETIC FIELDS OPERATION,

MAINTENANCE AND GROUND LEASE AGREEMENT

THIS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT ("Agreement"), effective 9/1/20 (the **"Effective Date"**) is made and entered into by and between THE CITY OF ROLLINGWOOD, TEXAS, a general law city located in Travis County, Texas (the "City"), WESTERN HILLS LITTLE LEAGUE, INC. (the **"Little League Corporation")** and the WESTERN HILLS GIRLS SOFTBALL PROGRAM, INC. (the **"Softball Corporation"**)(Little League Corporation and Softball Corporation collectively referred to as **("Lessees")**.

ARTICLE 1
RECITALS

1.1 The City is the owner of an 8.934 acre municipal park, locally known as "Hatley Park" (the **"Park"),** which is located within the incorporated city limits of the City, and which is available for the recreational benefit and use of residents and property owners in the City and the general public. There are, at the present time, athletic fields located within the boundaries of the Park (the **"Athletic Fields").**

1.2 The Little League Corporation and the Softball Corporation operate respective youth sports league which benefit the citizens of Rollingwood.

1.3 The City and Lessees desire to enter an agreement pursuant to which the Lessees may utilize the Athletic Fields during specified periods of time and shall maintain certain portions of the Athletic fields.

ARTICLE2
DEMISE OF LEASE PREMISES

The City, for and in consideration of the covenants and obligations described in this Agreement which are to be kept, performed and observed by the Lessees, does hereby lease and demise to the Lessees, and the Lessees do hereby rent and accept from the City, the Athletic Fields, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with all improvements now located or hereafter constructed on the Athletic Fields (collectively, the **"Leased Premises")** for the time period and uses as provided for in Section 4.1 of this Agreement.

ARTICLE 3
TERM

3.1 Primary Term. This Agreement shall be for a period of ten (10) years (the

"Primary Term"), commencing on the Effective Date and ending 8/31, 2030; subject to earlier termination upon the conditions set forth in this Agreement.

3.2 Renewal Option. Lessees shall have the option to renew this Agreement ("Renewal Option") for an additional five (5) year term ("Renewal Term"). Lessees shall provide written notice to City of its intention to exercise the Renewal Option at least 120 days prior the termination of the Primary Term.

ARTICLE 4
USE OF PREMISES

4.1 Permitted Uses. The Lessees shall have the first right of use of the Leased Premises for organized youth athletics and activities to support youth athletics for the dates and times provided for in the attached Exhibit B. The Lessees shall comply with all rules and regulations imposed by any governmental entity related to their use of the Athletic Fields, including any rules, regulations or ordinances established from time to time by the City. The City is authorized to use or otherwise allow the use of the Leased Premises at any time not identified in the Exhibit B.

4.2 Waste. Nuisance or Illegal Uses. The Lessees shall not use, or permit the use, of the Leased Premises in any manner inconsistent with this Agreement, which results in waste of the Leased Premises, or which constitutes a nuisance, or any unlawful use or purpose.

ARTICLE 5
CONSIDERATION; OBLIGATIONS OF LESSEES

5.1 Joint and Several Liability. Lessees shall be jointly and severally liable to the City for all consideration and obligations of Lessees under this Agreement.

5.2 Consideration. As consideration for the right of use the Leased Premises Lessees shall make those improvements as provided for in Section 8.1 of this agreement and pay to the City the amount of thirty-three thousand dollars and zero cents ($33,000.00) annually as a non-refundable fee. Said fee to be paid upon the Effective Date of this Agreement and annually upon the anniversary date of the Effective Date. The annual consideration shall increase by two percent (2%) each year the Agreement is in effect.

5.3 Parking. The Lessees shall have first right of use of the parking abutting the leased premises during games or practices during the times set forth on Exhibit B subject to a set aside of five (5) parking spaces for City use, the location of said spaces to be at the sole discretion of the City.

5.4 Insurance. Little League Corporation and Softball Corporation, individually, shall acquire the minimum insurance coverages as mandated by the City of Rollingwood, which shall include: (1) general liability insurance with limits of coverage of not less than $1,000,000 per occurrence and $2,000,000 aggregate, to include coverage for sexual abuse with the same minimum limits of coverage; (2) sports excess accident insurance with a limit of coverage of not less than $100,000 per incident; (3) directors' and officers' insurance coverage with a limit of not less than $1,000,000 per occurrence; and (4) crime coverage with a limit of not less than $35,000 per occurrence. These coverages will cover the Leased Premises and use thereof, and the City shall be included as an additional insured in each such policy of insurance.

5.5 Litter Control. Lessees shall be responsible for removal of trash daily from dugouts, in and around concession stands, playing fields the facilities/buildings, parking areas, and common areas for trash, debris, and litter associated with their use. The City may require reimbursement for costs associated with Lessees failure to comply with this Section.

5.6 Lessee shall perform background checks for all prospective coaches and others to be authorized by Lessee to supervise any youth activities conducted by Lessee on the Leased Premises. The attached Exhibit C provides for the minimum investigations to be undertaken by Lessee in performing such background checks.

ARTICLE 6
TAXES

It is acknowledged that, at the time this Agreement is executed, it is contemplated that the Leased Premises, as municipal property, shall be exempt from all real property taxes and assessments. The parties agree to cooperate as necessary to maintain the tax-exempt status of the Leased Premises. However, in the event that, as a result of the Lessees' use of the Leased Premises, the Leased Premises become subject to any real property taxes and assessments, the Lessees covenants and agrees to pay all such taxes and assessments to the appropriate assessing authority as and when due. If the Lessees fails to pay any taxes and assessments as required, the Lessees shall be in material default under this Agreement. The Lessees shall pay all taxes and assessments which may be imposed on any personal property of the Lessees which may be located on the Leased Premises.

ARTICLE 7
UTILITIES

The City shall pay all utility charges for water, electricity and other utility services for the Leased Premises.

ARTICLE 8

ATHLETIC FIELD IMPROVEMENTS

8.1 Athletic Field Improvements.

a. Lessees agrees to expend a minimum of thirty thousand dollars ($30,000.00) to maintain and/or improve the current structures on the Leased Premises within twelve (12) months of the effective date of this Agreement. A schedule of the improvements, their costs and a timeline for their completion shall be provided to the City within 30 days of the Effective Date of this Agreement. Major changes or modifications which Lessees desire to make to the Leased Premises must be approved, in advance, by the City Council of the City and must comply with the City of Rollingwood Code of Ordinances. For purposes of this subsection, the term "major" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) require a building permit, or (ii) exceed a total project cost or value of $1,000.00. The Lessees shall submit plans to the City detailing the proposed changes, shall provide a statement of the purpose for any such changes or modifications and obtain the written approval of the City Council prior to making such changes and/or modifications, which approval shall not be unreasonably withheld, conditioned or delayed.

b. All minor changes and/or modifications which the Lessees desire to make to the Leased Premises must be approved in advance by the City Administrator, such approval not to be unreasonably withheld. For purposes of this subsection, the term "minor" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) do not require a building permit or (ii) do not exceed a total project cost or value of $1,000.00. It shall not be necessary for the Lessees to submit detailed plans regarding such changes unless such plans are requested in writing by the City Administrator.

c. The Lessees shall obtain all required written approvals prior to initiating any changes and/or modifications.

8.2 City's Ownership of Improvements. It is expressly understood and agreed that all improvements, now on or hereafter placed by the Lessees on the Leased Premises and any and all fixtures of whatsoever nature at any time constructed, placed or maintained on any part of the Leased Premises by the Lessees shall become the property of the City and shall remain upon the Leased Premises at the termination of this Agreement.

ARTICLE 9
REPAIRS, RESTORATION AND MAINTENANCE

9.1 Lessees' Duty to Maintain and to Repair

a. The Lessees accept the Leased Premises "as is". The Lessees shall, at their

sole cost and expense, keep and maintain the dirt, fencing, bleachers, backstops, batting cages and bases. At the termination of this Agreement, the Lessees shall deliver the Leased Premises, together with any improvements, to the City in a clean and sanitary condition, and in a good state of repair. It is acknowledged and agreed that all improvements to the Leased Premises undertaken by or on behalf of the Lessees are for the benefit of the Lessees and the Lessees does not act as agent of the City in connection with such work. Any claim of lien may attach only to the interest of the Lessees in the Leased Premises and not to the free title of the City.

b. All major repairs which the Lessees to the structure of the Leased Premises must be approved in writing, in advance, by the City Council of the City. For purposes of this subsection, the term "major" shall refer to all repairs which exceed a total project cost or value of one thousand dollars and zero cents ($1,000.00). The Lessees shall submit plans detailing the proposed repairs to the City prior to making such repairs.

c. All minor repairs which the Lessees make to the Leased Premises must be approved in writing, in advance, by the City Administrator. For purposes of this subsection, the term "minor" shall refer to all repairs which do not exceed a total project cost or value of one thousand dollars and zero cents ($1,000.00). It shall not be necessary to submit detailed plans regarding such repairs unless such plans are requested by the City Administrator.

d. Lessees shall coordinate all repairs with the City Administrator.

9.2 City's Duty to Maintain and to Repair

a. The City shall be responsible for the mowing, irrigation, maintenance and repairs to the field house.

9.3 City's Option to Repair. If the Lessees do not make any repairs required hereunder, or necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Board of Fire Underwriters or of any similar body, or that the City may deem necessary to prevent waste or deterioration of the Leased Premises, or necessary to make the Leased Premise safe or secure, the City may deliver written notice to the Lessees setting forth the repairs which the City requires. If the Lessees does not make such repairs within ten (10) days of the delivery of such notice, unless the time for effecting such repairs is extended in writing by the City Administrator, the City or its representatives may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform and work therein which may be necessary. Further, the City or its representatives shall have the right to go on the Leased Premises and effect any repair which may be necessary in the event of an emergency or to correct a dangerous condition existing on the Leased Premises without notice to the Lessees. If the City makes repairs under this paragraph, the Lessees shall reimburse the City for the cost of making such repairs upon demand. Nothing herein contained shall imply any

duty on the part of the City to do any work which, under any provision of this Agreement, the Lessees may be required to do and shall not constitute a waiver of the Lessees' default in failing to do such work. No exercise by the City of any rights reserved in this paragraph shall entitle the Lessees to any damage for any injury or inconvenience occasioned as a result of such work.

9.3 Mechanic's Liens

a. The Lessees shall not permit any mechanics' liens or other liens to be filed against the Leased Premises nor against the Lessees' leasehold interest in the land or any improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Lessees or to anyone holding the Leased Premises or any part thereof through or under the Lessees.

b. If any such mechanics' liens or materialmen's liens are recorded against the Leased Premises or any improvements thereon, the Lessees shall cause the same to be removed or, in the alternative, if the Lessees in good faith desires to contest the lien in question, the Lessees may do so, but in such case the Lessees shall be required to post adequate security acceptable to the City and shall indemnify and save the City harmless from all liability for damages occasioned by such lien and shall, in the event of a judgment of foreclosure on said mechanics lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 10
CONDEMNATION

If the Leased Premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any such action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement shall immediately terminate and any award or consideration for such transfer shall be and remain the sole property of the City.

ARTICLE 11
CASUALTY DESTRUCTION/INDEMNIFICATION

11.1 Destruction. If the Leased Premises are damaged by fire or other insured casualty loss which is not caused by the negligence, misuse or fault of the Lessees or the Lessees' agents, guests or invitees, the Lessees shall give immediate notice to the City and the City shall cause the damage to be repaired with reasonable promptness; however, the time period for repair shall not begin until insurance proceeds are received by the City. If the casualty loss renders the Leased Premises totally unusable by the Lessees, will require the expenditure of funds of the City other than insurance proceeds, or will require greater than (2)

two months to repair, either the City or the Lessees may terminate this Agreement by giving written notice to the other party at any time prior to completion of repairs, or the parties may elect to continue this Agreement in effect.

11.2 **INDEMNIFICATION OF THE CITY. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE LEASED PREMISES, OR ANY PART THEREOF, OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON, OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN, OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF THE LESSEES, OR ANY OF ITS AGENTS, EMPLOYEES, VOLUNTEERS, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF THE LESSEES TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND THE LESSEES HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST THE CITY FOR ANY SUCH LOSS, DAMAGES OR INJURY OF THE LESSEES AND HEREBY AGREES TO INDEMNIFY AND HOLD THE CITY ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE OR INJURY OF OTHER PERSONS AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM.**

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.1 Assignment. The Lessees may not assign this Agreement or enter into a sublease of this Agreement for non-softball or baseball related activities without the prior, written approval of the City Administrator, which may be withheld. The Lessees may assign this Agreement or enter into a sublease of this Agreement for softball or baseball related activities with the prior, written approval of the City Administrator, which approval may not be unreasonably withheld. Any transfer, assignment or sale of this Agreement by the Lessees without the City's prior, written consent shall be void and of no force or effect.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Termination on Default.

a. If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or Lessees shall notify the other party in writing which outlines the

specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision on termination.

If the City exercises its remedy to terminate this Agreement, the City may then or at any time thereafter re-enter the Leased Premises and take complete and peaceful possession of the Leased Premises with or without process of law, and may remove all persons therefrom and, in such event, the Lessees covenants to peaceably and quietly yield and surrender the Leased Premises to the City. In the event of such a termination, neither party shall be under any further obligation to the other, except that the Lessees shall remain liable for the breach of any term, covenant or condition of this Agreement occurring prior to the date of termination.

b. Each and all of the remedies given to the City in this Agreement or by law are cumulative, and the exercise of one right or remedy by the City shall not impair the City's right to exercise any other right or remedy, and the Lessees hereby waives all claims or demands for damages that may be caused by the City in re-entering and taking possession of the Leased Premises as provided in this Agreement, and all claims or demands for damages that may result from the destruction of or injury to said Leased Premises and all claims or demands for damages or loss of property belonging to the Lessees, or to any other person, firm or Lessees in or upon the Leased Premises at the time of such re-entry.

ARTICLE 14
GENERAL PROTECTIVE PROVISIONS

14.1 Right of Entry and Inspection. The Lessees shall permit the City or City's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection or of maintaining, repairing, improving or altering the Leased Premises.

14.2 No Partnership. The relationship between the City and the Lessees always shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

14.3 No Waiver. No waiver by the City of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

14.4 Bankruptcy. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. 101, et. seq. (the "Bankruptcy Code"), (a) any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City and shall not constitute property of the Lessees or of the estate of the Lessees within the meaning of the

Bankruptcy Code; and (b) such person or entity shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

14.5 Use Clause. The Lessees agrees not to use the Leased Premises or any building situated upon the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the County of Travis, the City or any other lawful authority having jurisdiction over the Leased Premises.

14.1 Joint and Several Liability. All parties signing this Lease as a Lessee shall be jointly and severally liable for all obligations of Lessees.

ARTICLE 15
MISCELLANEOUS

15.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15.2 Notices. All notices, demands or requests from one party to another party may be personally delivered or sent by certified mail, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

To the City:	City ofRollingwood 403 Nixon Drive Austin, Texas 78746 Attn: Mayor
With copy to:	Charles E. Zech 2500 W. William Cannon, Unit 609 Austin, Texas 78748
To the Little League Corporation:	Western Hills Little League, Inc. PO Box 163132 Austin, Texas 78716
With copy to:	Chad Smith 515 Congress, Suite 2100 Austin, Texas 78701
To the Softball Corporation:	Western Hills Girls Softball Program, Inc. 5410 Bee Caves Road

West Lake Hills, Texas, 78746
Attention: Steve Franke

Either party shall have the right to change its address(es) for notice under this Agreement by delivery of written notice in accordance with Section 15.2

15.3 Texas Law to Apply. This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

15.4 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.5 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

15.6 Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 Attorney's Fees. If the City or the Lessees breach any of the terms of this Agreement whereby one party employs attorneys to protect or enforce its rights hereunder and prevails, then the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees incurred in the process.

15.9 Time of Essence. Time is of the essence in the performing of all obligations under this lease.

15.10 Headings. The headings in each of the paragraphs of this Agreement are for convenience only and are not to be construed as part of the sections of this Agreement for any reason whatsoever.

15.11 Severability. Invalidation of any or more of the covenants, restrictions, conditions or provisions contained in this Agreement, or any part hereof, shall in no matter affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in

full force and effect.

15.12 Restrictive Covenants Controlling. Nothing contained in this Agreement shall be deemed or construed to modify, revise, amend or in any way alter the restrictive covenants contained in that one certain Warranty Deed, dated May 28, 1993, from The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hill, Inc., a Texas Lessees, Grantor, to the City of Rollingwood, Texas, a municipal Lessees situated in Travis County, Texas, Grantee, recorded in Volume 11946, Page 1984, Real Property Records of Travis County, Texas, as the same may hereafter be amended from time to time. In the event of any conflict between the provisions of this Agreement and the terms of such restrictive covenants, the provisions of the restrictive covenants shall control and the conflicting provision of this Agreement shall be deemed invalid and shall be severed from this Agreement in accordance with Section 15.11 hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED, on this the 18 day of August, 2020.

City:

By: Michael R. Dyson
Michael R. Dyson (Aug 18, 2020 14:40 PDT)

Name: Michael R. Dyson

Title: Mayor

Lessee: Western Hills Little League, Inc.:

By: [signature]

Name: Chad Smith

Title: Board Member

Lessee: Western Hills Girls Softball Program, Inc.:

By: [signature]

Name: Stephen Franke

Title: Board President

Exhibit A


Nixon Dr
Rollingwood
Police Department
Hailey Fields
Rollingwood Park
Western Hills
Athletic Club
Gentry Dr
Rollingwood Dr
Rollingwood Dr
Rollingwood Dr
Rollingwood Dr

Exhibit B

Dates and Times of Permitted Use by Lessee (Main Seasons):

From February 1 - June 30 and August 1 - November 30

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 7:00 a.m. to 7:00 p.m.

Sunday 8:00 a.m. to 7:00 p.m.

Dates and Times of Permitted Use by Lessee (For All Star Seasons/As needed):

From July 1-July 31

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 9:00 a.m. to 7:00 p.m.

Sunday 4:00 p.m. to 9:00 p.m.

Dates and Times outside of those listed are subject to approval by the City Administrator on a case by case basis.

Exhibit C

Background Check Policy

1. As a condition of service to the league, all coaches, Board of Directors members and any other persons, who provide regular service to the league and/or have repetitive access to, or contact with players or teams, must complete an annual background check.
2. A nationwide check that includes applicable sex offender registry and criminal data is required.
3. Any conviction, guilty plea, no contest plea, or admission of a crime against, or involving a minor may not work, or volunteer, in the Western Hills Little League (WHLL) or Western Hills Girls Softball (WHGS) Programs in any capacity.
4. This list of offenses is not intended to be all-inclusive and in no way sets limits on the offenses that are deemed grounds for disqualifying an individual from affiliation with the WHLL or WHGS Programs. Decisions on all other crimes or offenses not otherwise described above will be made at the sole discretion of the Background Screening Committee.

RollingwoodPark Athletic Lease

Final Audit Report 2020-08-18

Created:	2020-07-27
By:	Ashley Wayman (awayman@rollingwoodtx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAozD3mNIye4sxKa7AwC0nWBEiAhdsmhsB

"RollingwoodPark Athletic Lease" History

Document created by Ashley Wayman (awayman@rollingwoodtx.gov)
2020-07-27 - 9:47:48 PM GMT- IP address: 23.168.160.66

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2020-07-27 - 9:48:56 PM GMT

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2020-07-27 - 10:42:02 PM GMT- IP address: 216.250.42.235

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Signature Date: 2020-08-18 - 9:40:26 PM GMT - Time Source: server- IP address: 107.77.205.162

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2020-08-18 - 9:40:26 PM GMT

Outlook

RE: WHGS/Hatley Field Items

From Steve Franke [redacted]
Date Wed 11/12/2025 10:08 AM
To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Alun, here's a written request to also discuss certain terms of our lease with City Council:

In regards to the WHLL/WHGS Hatley Field lease with City of Rollingwood, WHLL/WHGS would like to receive guidance from the City Council on how the lease reads and/or possible amendment of Articles 8 and 9 in reference to the repairs and maintenance projects especially as they relate to the fields (dirt, bases) and fencing, bleachers, backstops, and batting cages. The current lease states that all major projects must be approved in writing by the City Council with the definition of "major" being all repairs which exceed a total project cost of $1,000. Per my research, this has been the language since at least 2004. However, in this day and age of contractor pricing, this is a very low threshold and would require an increased burden to make normal repairs and maintenance to the fields. We would like to propose a new threshold somewhere in the range of $5,000-7,500. Anything lower than that would still fall in the requirement of presenting and receiving approval from the City Administrator.

Thanks,
Stephen "Steve" Franke, Jr., CPA
Reynolds & Franke, PC
6836 Austin Center Blvd., Suite 190
Austin, TX 78731
(512) 206-3141 (Phone)
(512) 206-3116 (Fax)
www.reynoldsfranke.com

From: Alun Thomas <athomas@rollingwoodtx.gov>
Sent: Tuesday, November 11, 2025 11:24 AM
To: Steve Franke [redacted] Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Subject: Re: WHGS/Hatley Field Items

Good morning, Steve,

This item is currently on the draft agendas for the Park Commission on November 18 (at noon) and the Council on November 19 (at 7:00 p.m.). Just checking that this still works for you before we finalize the agendas tomorrow.

Thank you,
Alun

Alun Thomas

City Administrator

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff, on behalf of Councilmember Glasheen

Agenda Item:

Discussion and direction on the City's Park Master Plan

Description:

Councilmember Glasheen would like for Council to discuss the current Park Master Plan.

Action Requested:

To discuss the Park Master Plan and to provide staff with feedback and direction

Fiscal Impacts:

The fiscal impact of this item depends upon the direction provided by Council.

Attachments:

Current Park Master Plan



Rollingwood Park

MASTER PLAN

June 2018

City Council

- Roxanne McKee, Mayor
- Sara Hutson, Alderwoman and Mayor Pro Tem
- Michael Dyson, Alderman
- Bobby Dillard, Alderman
- Gavin Massingill, Alderman
- Wendi Hundley, Alderwoman

Park Commission

- Toni Hudson, Chair
- Joanne Parker
- David Bjork
- Marina Breeland
- Amy Pattillo
- Susan Miller

Design Team

- Brian Ott, Principal
- Philip Koske, Principal
- Jessica Zarowitz, Landscape Architect
- Alice Kirchoff, Landscape Designer

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- COMPARABLE DOG PARKS
- RED OPTION
- BLUE OPTION
- UPPER FIELD STUDIES
- MULTIPURPOSE FIELD OPTIONS
- ACCESSIBILITY REPORT

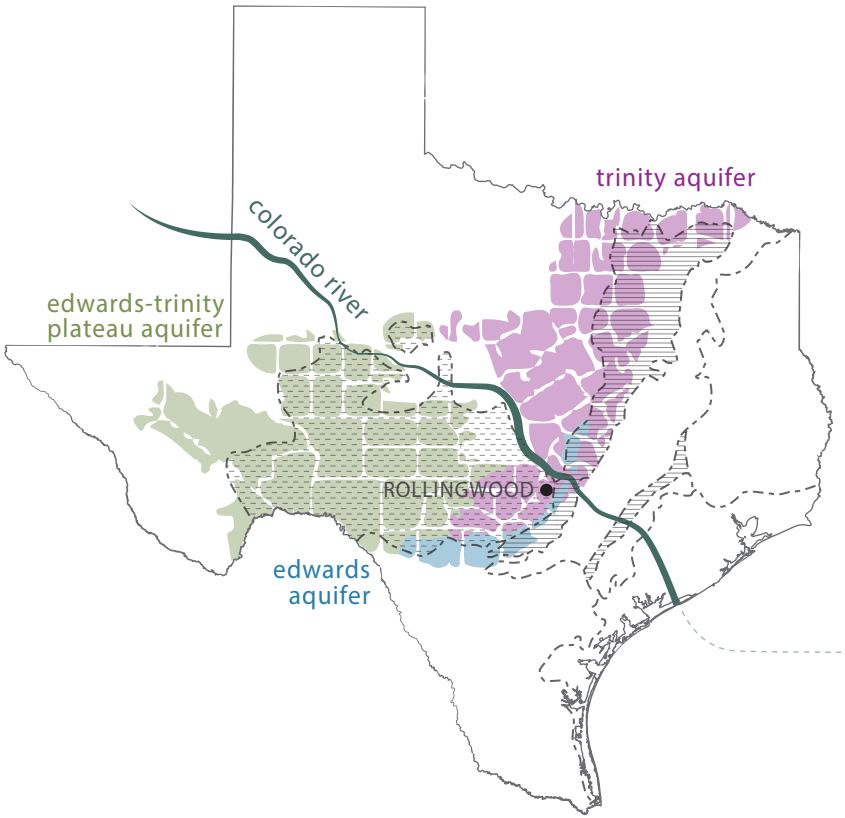


City Hall native water-wise garden

HI(STORY)

CONTEXT

Rollingwood sits in Central Texas, along the Balcones Fault Zone. The small city is situated just south of the Colorado River and is surrounded by the City of Austin and the City of Westlake Hills. The ecology is a mix of Hill Country vegetation and geology which emerges from the west, and Blackland Prairie coming from the east. A lengthy aquifer system lies below the limestone outcrops and thick fertile soils. The aquifer is home to important natural resources for people and habitat for animals, a few of which are endangered.





flows 862 miles southeast

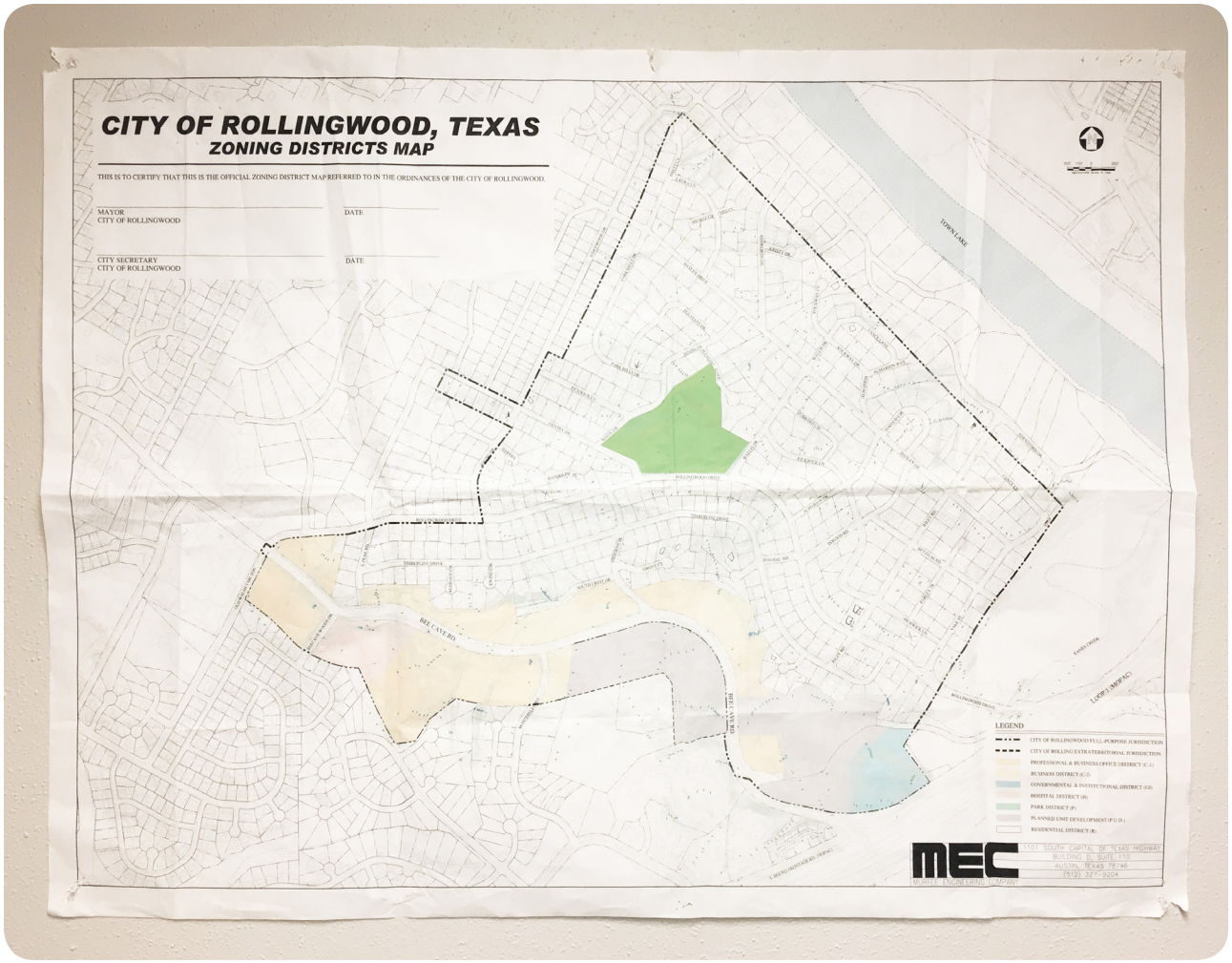
longest river with both source + mouth in Texas





average annual rainfall:	15″ to 34″	28″ to 40″
peak rainfall:	May or June and September	May (north), uniform all year (south-central)
soil:	shallow, underlain by limestone	alkaline clay, deep, fertile, black
elevation:	slightly less than 100′ to 3,000′+	300′ to 800′
agricultural land use:	ranching	crop production, cattle ranching

figure 1 | Rollingwood context



City of Rollingwood map

COMMUNITY

Rollingwood Park sits in a prominent location, the heart of the City of Rollingwood. It is a unique community that lies only four miles from Downtown Austin. The City has experienced exponential growth in the last 15 years. Beginning with commercial and office development on Bee Caves Road and in recent years, more focus on the redevelopment and expansion of older housing stock.

Rollingwood Park is approximately eight acres in size. It is currently home to ball fields, playscapes, open space, pavilions, picnic areas, a community garden and walking path. City Hall and the Police Department are also located at this site, on a one acre parcel that borders the Park. Although the two parcels are legally separate, they are perceived as one entity by visitors. Over time the Park has grown "a tree at a time and a fence post at a time." The community's dedication to the design and implementation is visible throughout the site.

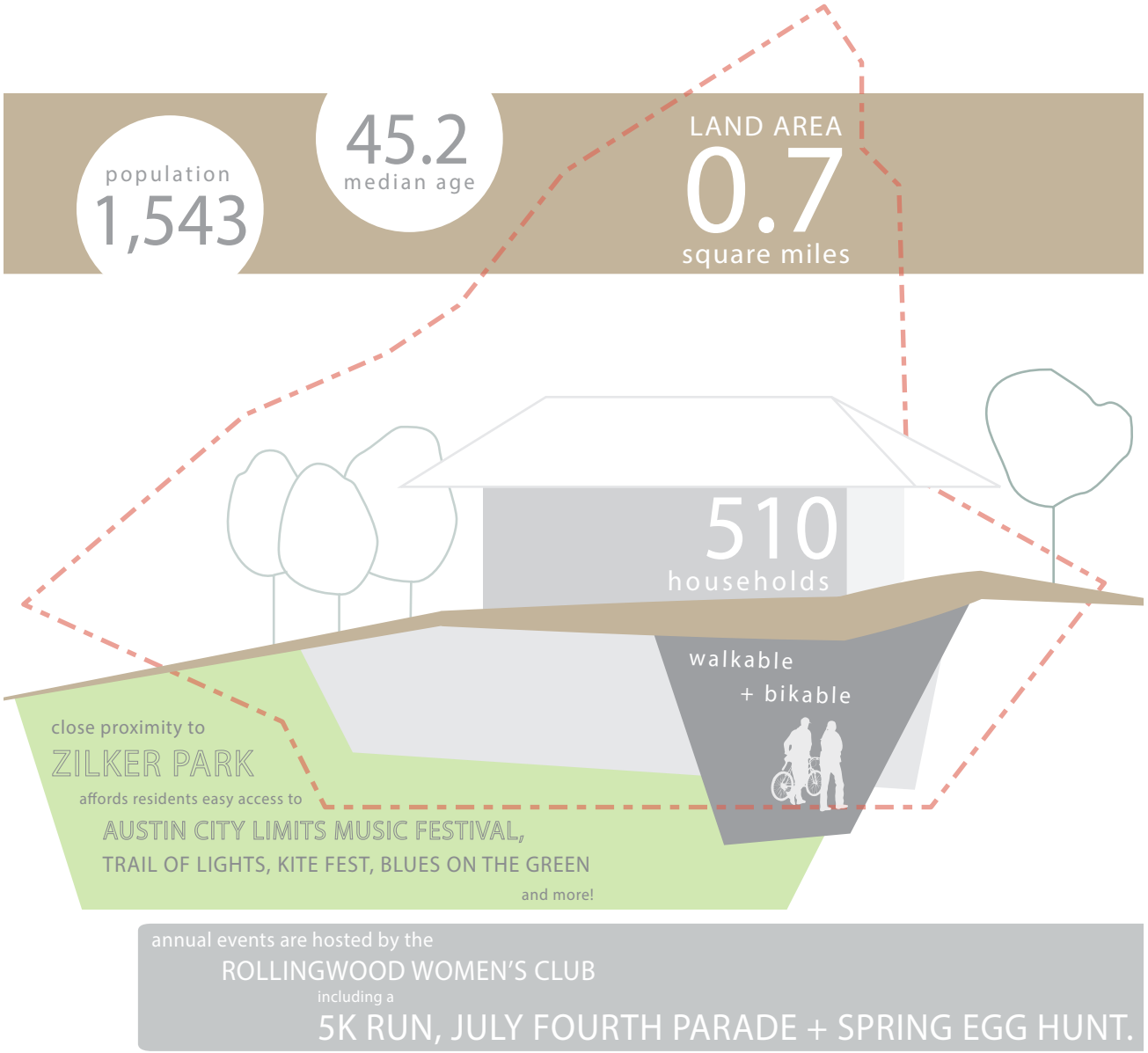


figure 2 | Rollingwood demographics

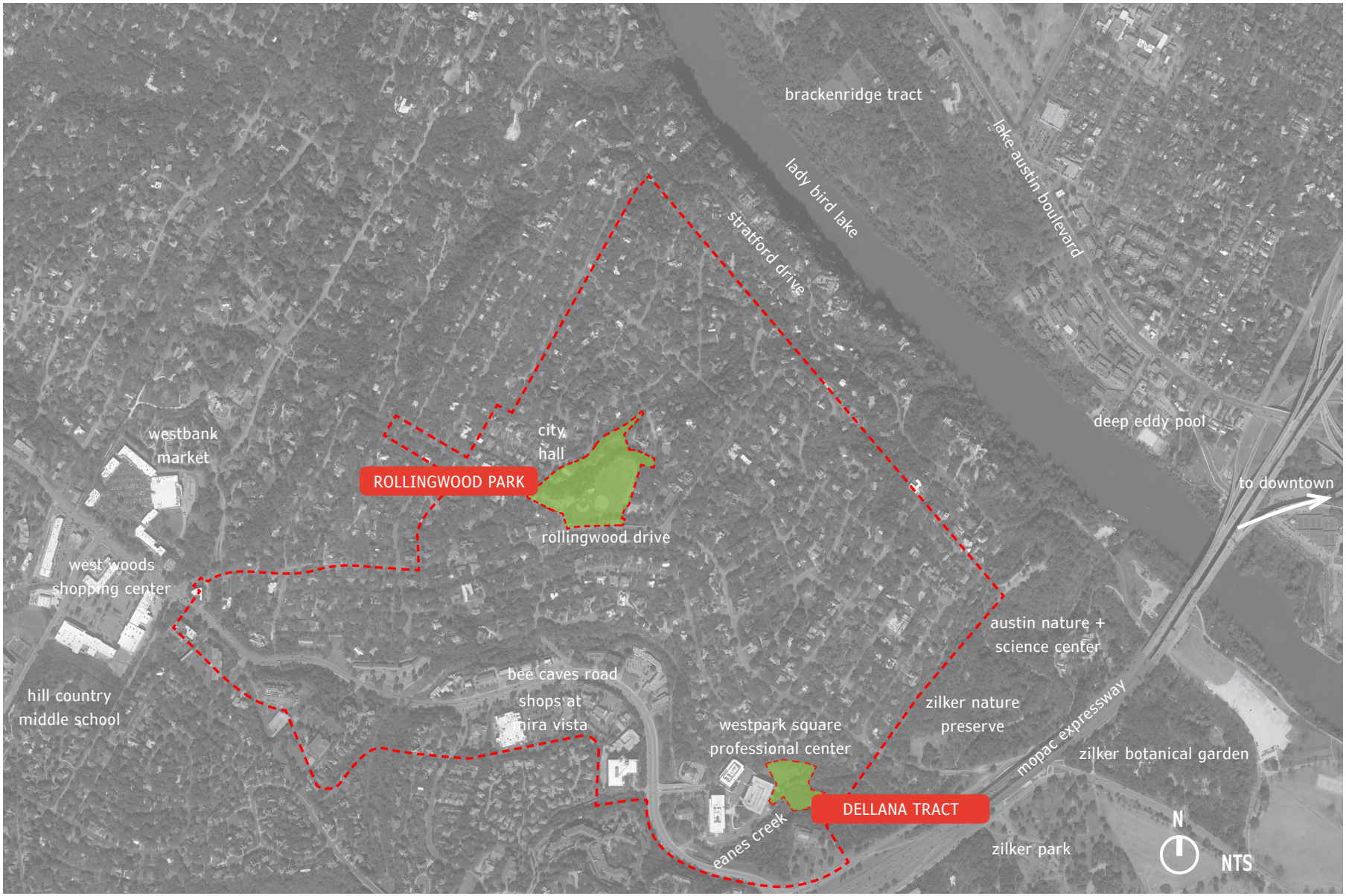


figure 3 | City of Rollingwood park land

PARK HISTORY



Tonkawa and Comanche are the first to inhabit the Austin area.

1946

Brothers A.B and George B. Hatley buy 300 acres from Condido Dellana, which became Rollingwood.

1950's

The Western Hills Optimist Club, a non-profit dedicated to encouraging the development of youth, purchases eleven acres from George Hatley.

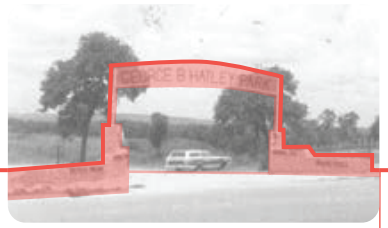
1955

Village of Rollingwood is incorporated.

1968

The eleven acres is cleared and tons of dirt trucked over from the expansion of Bee Caves Road and used to level the Park's hills and establish fields.





1971

City of Rollingwood purchases 1.0009 acres from the Optimist Club to house City Hall.

HATLEY PARK SUBDIVISION

1972

The George B. Hatley Gate is erected.

1975

City Hall is built. Grassroots fundraising efforts included garage, spice, consignment clothing and year book ad sales, art donation and auctions and the July 4th parade.

1978

Local Landscape Architect draws plans for the lower park which includes seven picnic areas and earth berms, similar to Austin's Wooldridge Park.

figure 4 | park timeline, source: Rollingwood Park Master Plan, October 2016

2001

New playground equipment is installed in the lower park and old equipment is moved to the upper park. The Endeavor Tract/Dellana Park is deeded to the City for use as parkland.

2004

Rollingwood Park site plan is drawn by local Architect and adopted by the City to guide development.

2005 - 2014

One at a time, the lower park pavilion, upper field house, upper parking lot, walking trail, fitness equipment, community garden and waterwise garden are added.

1993

The Optimist Club sells the 8.934 acre parkland to the City of Rollingwood and specifies its use in the deed for "park and recreational purposes primarily for youth within the Eanes Independent School District." Duke Garwood creates a master site plan.



Rollingwood's first park to open to public next year

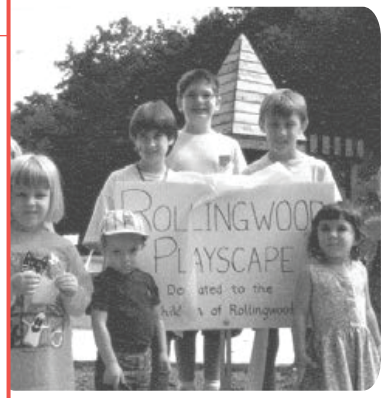
Rollingwood residents can expect the city's first public park next year, courtesy of Rollingwood women's Club.

by the city. Council members commit park development, and donations ha ceived from the public, the former m president said.

1985

Playscape is installed in the lower park area.





2015

The upper play elements are replaced with Rollingwood Community Development Corporation (RCDC) funding.

2016

The first Master Plan study and document is completed.

2017

Nudge Design is hired and stakeholder engagement takes place. Retaining wall is built to mitigate erosion and stabilize bluff above the lower playground.

2018

Revised Master Plan is completed.

1980

Land is graded, a berm and "raised knoll for performances" built, 35 trees planted and a sprinkler system installed. The only native tree on site is a 40' Cottonwood.

SUMMARY OF PREVIOUS PLANNING EFFORTS

SITE PLAN

December 1993	Duke Garwood created a master site plan
October 2004	Site plan is drawn by Architect John Warrick and adopted for use by the City of Rollingwood

DRAINAGE STUDIES

March 2014	LNV, Inc. completed a site visit to assess drainage with Park Commission Member Robert Patterson
May 2014	Assessment of drainage concerns was completed by LNV, immediate and long-term recommendations were put forth and photo documentation of issues provided. Key areas for work were identified as: – Upper park ball fields – Parking lot – City Hall – Lower park
June 2014	LNV provided Mayor Barry Bone with a review and recommendations to resolve park drainage issues including cost-effective solutions and implementation suggestions
November 2015	LNV concluded their drainage study for the Park

MASTER PLAN

November 2015	Park Commission kicked off Preliminary Master Plan
March 2016	Park Commission completed inventory of park assets
October 17, 2016	Specially called meeting for presentation of draft Preliminary Master Plan
January 20, 2017	Park Commission survey opened
February 23, 2017	Specially called Preliminary Master Plan meeting
March 22, 2017	Specially called Preliminary Master Plan meeting
June 2017	All in-house work completed by Park Commission and RFP released for a firm to finalize Master Plan
August 2017	Engaged Nudge Design to create a refined Master Plan



figure 5 | 2004 park site plan

SUMMARY OF PREVIOUS ENGAGEMENT

PARK STAKEHOLDERS

The following key stakeholders were identified and engaged throughout the public feedback process.

- Rollingwood Women's Club
- Western Hills Girls Softball
- Western Hills Little League
- Western Hills Athletic Club
- Rollingwood Gentlemen's Club
- Rollingwood Community Garden
- Rollingwood Community Development Corporation (RCDC)
- Residents near the Park
- All Rollingwood citizens
- City staff

PUBLIC OUTREACH

Printed Community Questionnaire

The questionnaire focused on gaining insight on citizen needs, interests, use of the Park, programming and priorities. In an effort to be inclusive and comprehensive, the questionnaire was:

- Posted on the City's website
- Shared with citizen's water bills
- Advertised in Picaynne, Community Impact, Austin American-Statesman and Nextdoor
- Emailed to key stakeholders and pertinent organizations
- Available in print at City Hall, during Park Commission and City Council meetings, as well as mailed upon request

MASTER PLAN MEETINGS

A series of specially called Master Plan meetings were called on the following dates to address things that needed further discussion:

- October 17, 2016
- February 23, 2017
- March 22, 2017



upper to lower park connection

PRIORITY PROJECTS

The specially called Master Plan meetings and 2016 study results provided information and insight about the needs and desires of the community. Several priority projects for the park redesign were identified through this process and are as follows:

- Add crosswalks
- Improve informal parking areas
- Replace lower playground equipment and swings, and consider ADA accessibility
- Protect and preserve green space
- Diversify special community events in park
- Improve off leash pet areas

The priority projects and other data gathered from the 2016 engagement was used to inform the 2017 engagement activities and Master Plan proposal. The 2017 survey sought to confirm community priorities, clarify assumptions and glean more in-depth opinions on specific topics.



trail erosion

NEXT STEPS

The Preliminary Master Plan and all in-house work by the Park Commission was completed in June 2017 and a Request for Proposals (RFP) released to select a firm to build on the preliminary research and generate a Final Master Plan.

In August 2017, Nudge Design was selected and the Final Master Plan project began in September of the same year.



informal parking area

PROJECT TIMELINE

MASTER PLAN PROCESS TIMELINE

September 6, 2017 Master Plan project began

November 2, 2017 Two public engagement sessions implemented
- Morning session: 11:30am - 1:30pm
- Evening session: 7:00pm - 9:00pm

December 12, 2017 Presentation of draft Master Plans to Park Commission

January 29, 2018 Presentation and discussion of upper field studies

February 6, 2018 Update on progress and introduction of current and long range plans

March 5, 2018 Draft Master Plan document submitted to Park Commission for review

March 27, 2018 Rollingwood Community Development Corporation (RCDC) presentation

May 1, 2018 Final Master Plan document discussed at Park Commission meeting

May 16, 2018 Final Master Plan document discussed at City Council meeting

In addition to the milestone meetings listed, Nudge Design met with the Park Commission on several other occasions throughout the process to discuss progress, comments and next steps.

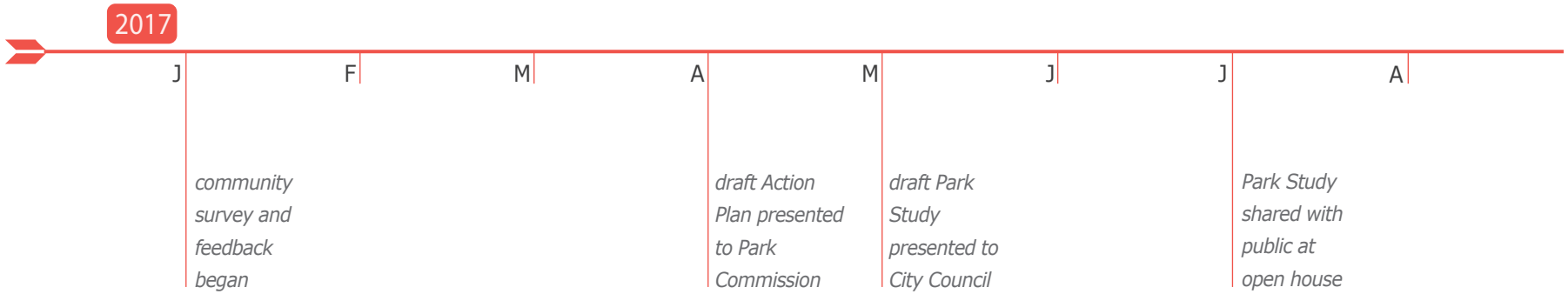


figure 6 | master plan timeline

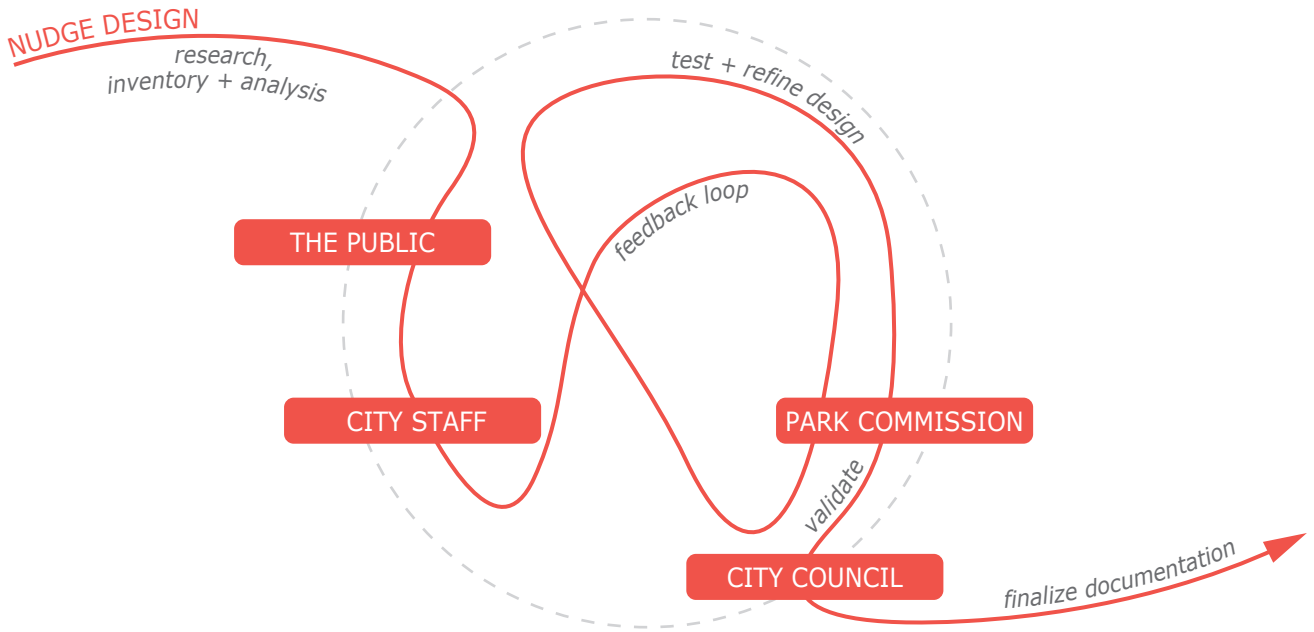
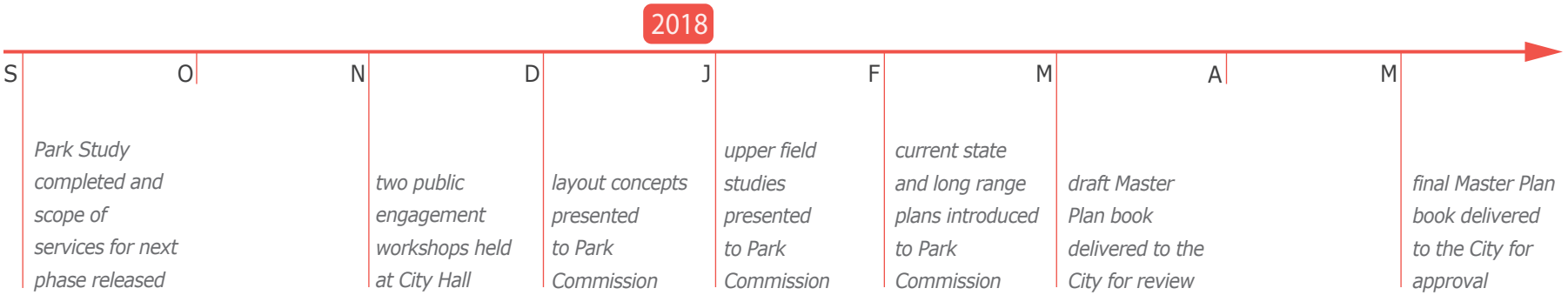


figure 7 | process diagram





park ball fields

EXISTING CONDITIONS

EXISTING FEATURES + CHARACTER

Initial inventory consisted of several site visits, photo documentation and program mapping. The park character was examined and initial observations noted by the design team. The inventory process is important to become familiar with the site, its context, the users, and form an objective understanding of what is present on-site.



figure 8 | existing park programming

PLAY + DISCOVERY AREAS



upper playscape



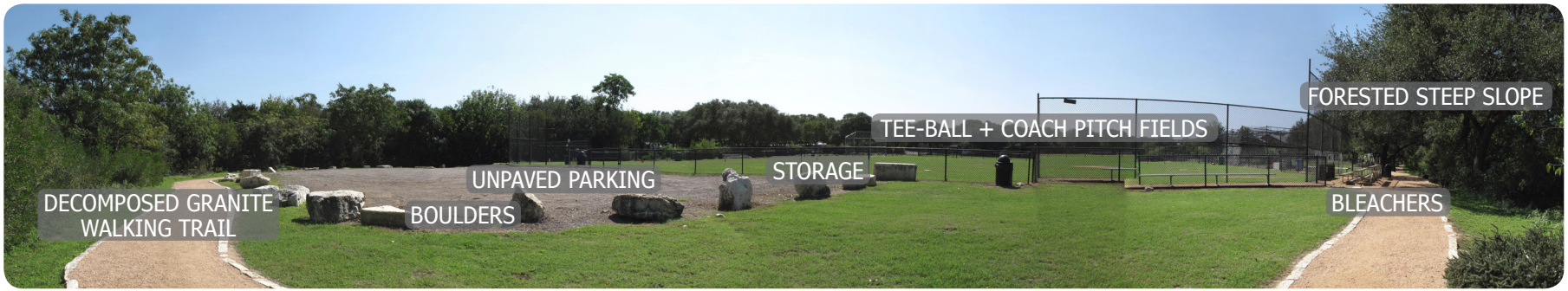
lower playscape



community garden

PARK CHARACTER

UPPER PARK BALL FIELDS



unprogrammed space



recreation center

LOWER PARK



Nixon Drive edge



lower pavilion



upper field house

ANALYSIS

UTILIZATION

ANALYSIS

Following inventory, the design team assessed each park element. In this phase, it was determined which elements are in good shape and those which need to be replaced. Careful attention was paid to shade and sun, erosion hazards, drainage patterns, circulation and use. Challenges and opportunities were identified and initial recommendations formulated.

Simultaneously, the design team completed off-site research including a breakdown of current park utilization, comparable parks analysis and quantification of important metrics. Utilization charts and metrics are helpful to test park design proposals against other parks.

EXISTING PARKSPACE UTILIZATION

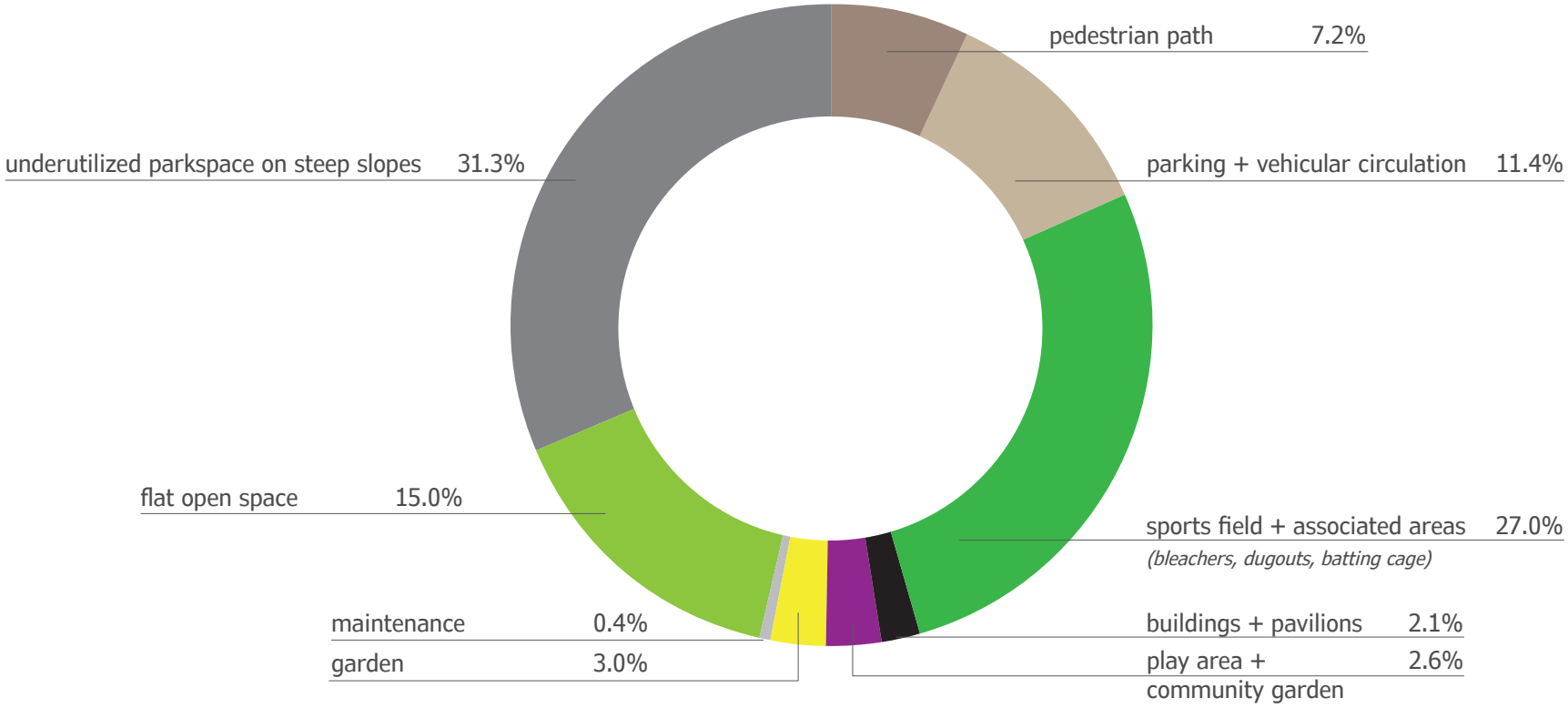


figure 9 | structured parkspace utilization chart



figure 10 | utilization map

SITE VISIT KEY TAKEAWAYS

1 ACCESSIBILITY CHALLENGES



no accessible connection in park from upper to lower uses

2 DRAINAGE + EROSION ISSUES



on going drainage issues of erosions of the bluff and hillside

3 COMPETING MUNICIPAL USES





due to a lack of public space, the park is utilized for many purposes

4 LACK OF SHADE IN KEY GATHERING AREAS



shade is needed to provide maximum comfort near playing fields and play areas

5 LACK OF CLEAR IDENTITY







there are many different signage typologies within the park but no unified identity

6 OVERLAPPING RECREATIONAL USES



a portion of the ball fields are also being used for the off leash zone

7 UNORGANIZED PARKING STRATEGY



unpaved accommodations for vehicles in the park utilizes a lot of greenspace for people

METRICS

Metrics were presented to the community at the public meetings on November 2, 2017. These illustrate some of the core challenges at Rollingwood Park and are helpful to illuminate nuances that are not immediately apparent in utilization maps and charts. Steep slopes, location of tree canopy and fragmentation of open space are some of the elements the figures aim to highlight.

Although Rollingwood Park has a significant amount of unprogrammed open space, it's current configuration is fragmented with the largest contiguous area being 15,000 square feet. This layout severely limits the ways in which open space can be used. A larger flat greenspace provides more flexibility for individuals and groups to engage in active and passive activities. A standard multipurpose field is over three times the size of what the park currently provides and could be used for all sports, picnicking, group fitness, free play and unanticipated new interests.

Another challenge related to the Park's current configuration is the amount of steep slopes and location of trees. A large percentage of the site's underutilized space is on slopes greater than ten percent. This greatly limits what, if any, program can be present in these areas. In addition, two-thirds of the tree canopy and shade existing on site is on steep slopes. In the current configuration, much of the open space and programmed areas at the Park lack shade and human comfort.

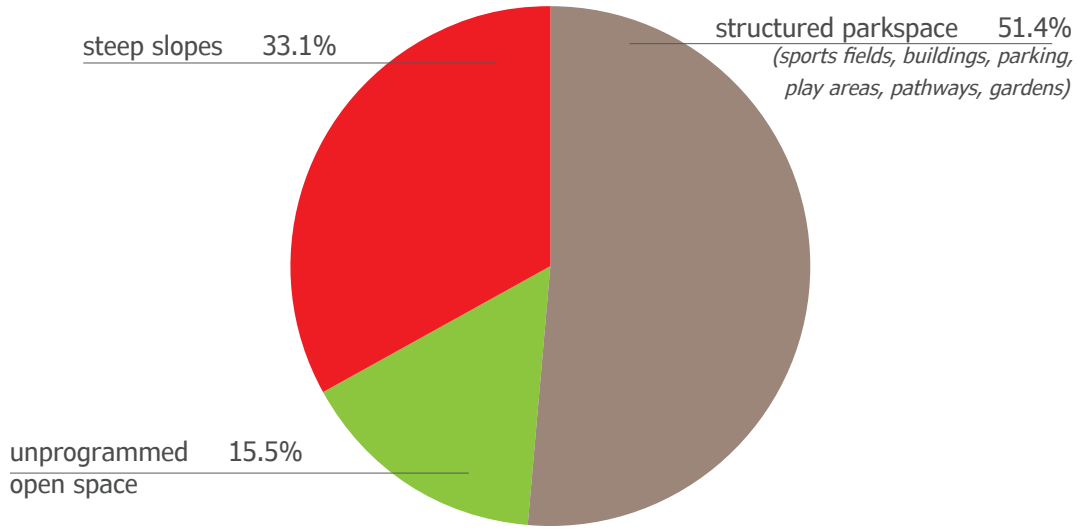


figure 11 | slopes chart



figure 13 | flat open space metric

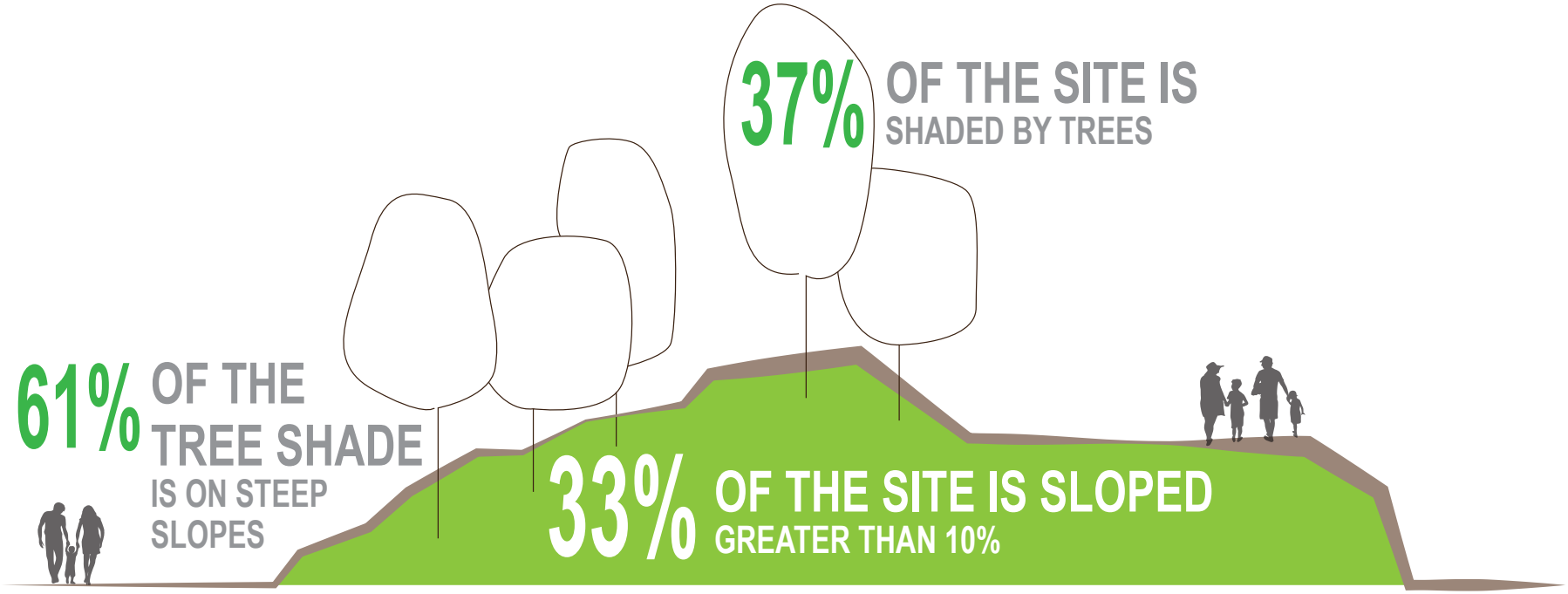
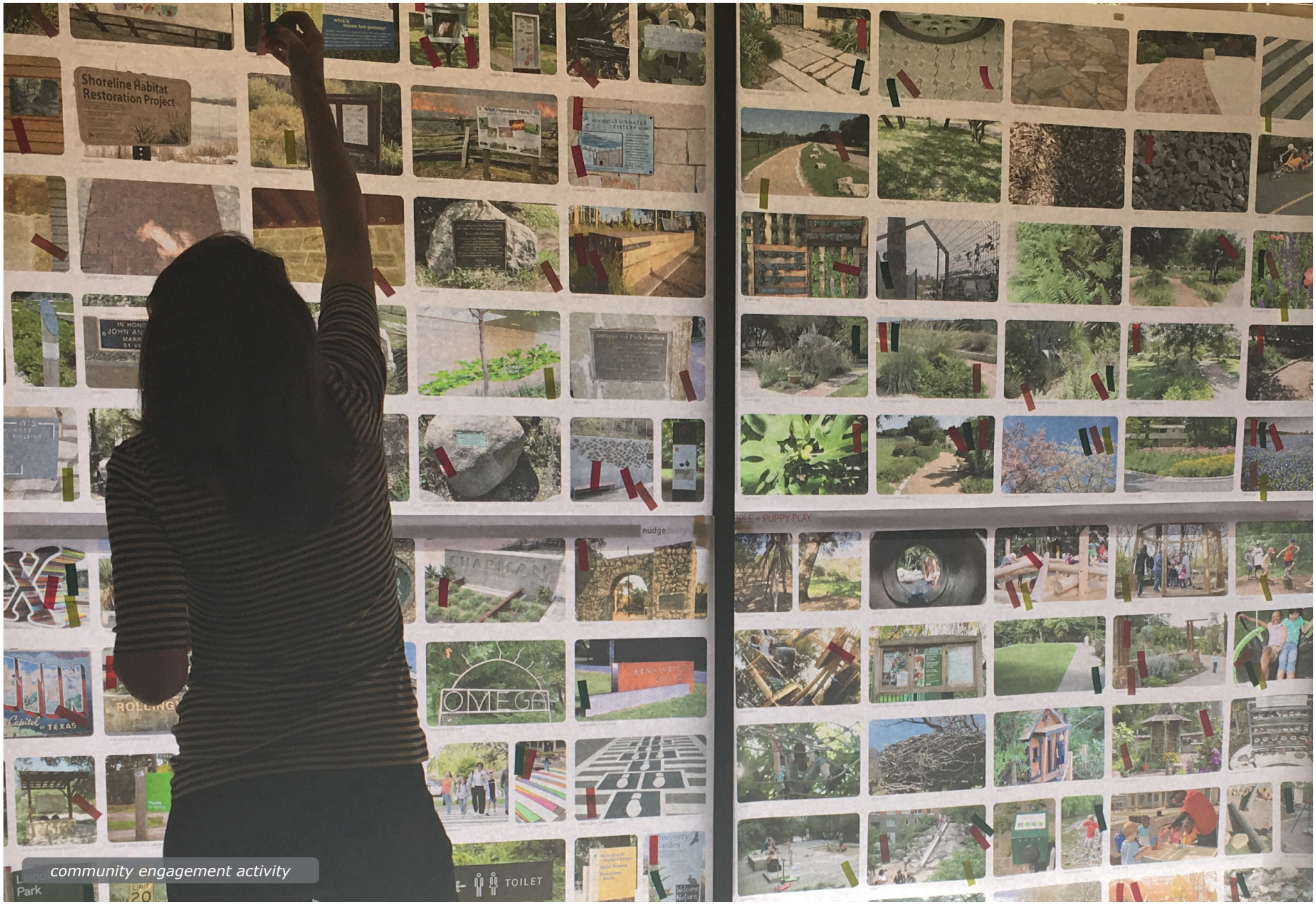


figure 12 | tree canopy metrics



community engagement activity

ENGAGEMENT

PROCESS

The public process for this Master Plan took place at City Hall on November 2, 2017. The design team created an agenda and engagement strategy that aimed to confirm the results of the 2016 study, clarify assumptions and glean more in-depth opinions on specific topics. Topics that were chosen were subjective and allowed people to express a range of perspectives, needs and ideas. Issues that were more objective, such as drainage, storage, etc., also arose in conversation but were not the focus. A variety of activities were designed to compile feedback in several ways using words, maps and images. Some activities were completed individually and others as a group. The information provided at the workshop was used by the design team to create a parkspace proposal that caters to community needs and desires.

ACTIVITIES

Visual Preference Survey
Included imagery boards and asked participants to use stickers to mark priorities and favorites. Boards were themed and focused on:

- Signage types
- Children's play
- Dog park features
- Materials
- Planting
- Railings
- Barriers
- Walls
- Edging
- Stairs
- Amenities

Strengths, Weaknesses, Opportunities + Threats
Asked participants to comment on existing conditions. Red, green and yellow sticky notes were utilized to locate park elements that are working, issues that need to be addressed, opportunities and new ideas.

Survey
Feedback was sought on priority projects, the park vision, guiding design principles and park identity through a multiple choice questionnaire. The survey also left ample space for attendees to share additional ideas, thoughts and concerns.

Table Maps
Table discussions were facilitated by the principals of Nudge Design. These interactive discussions sought to generate ideas, talk through possible layouts and the pros and cons of each scenario. Community members were able to voice concerns, express desires and share insight on history and context. Residents of all ages participated and provided diverse opinions and critical information for the designers which they used to create place-based design proposals. Discussions focused on:

- Connections
- Identity
- Play
- Sports fields
- Activities
- Dog play



figure 14 | signage visual preference survey board

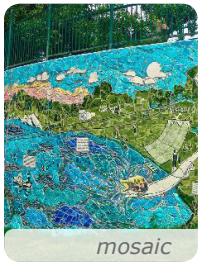
VISUAL PREFERENCE SURVEY

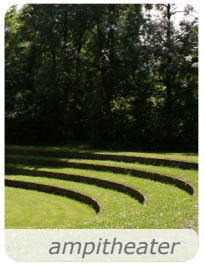
The visual survey identifies program elements and aesthetic preferences of the community at large. Images shown here were rated the highest, four stickers or more, and thus help the designers understand Rollingwood residents' needs and desires, and most importantly where there is consensus. Complete survey boards are available in the Appendix chapter of this document.

ACTIVITIES


picnic lawn

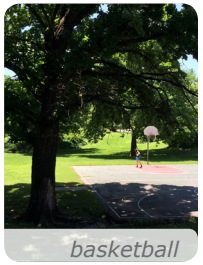

water feature


mosaic


ampitheater


fitness class area


food truck


basketball


open lawn space

DOG PARK FEATURES


topography


creek water play

CHILDREN'S PLAY


slide

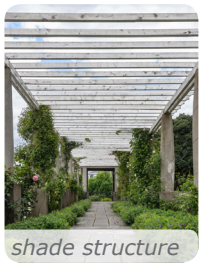

log climber


discovery garden


disc swing

SHADE


shade sail


shade structure


irregular trees + microclimate

figure 15 | visual preference survey summary

AMENITIES


stone seat block


concrete backless bench


compost, recycling + trash


outdoor lounge

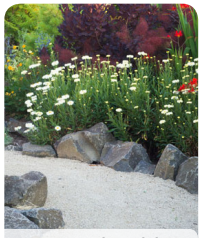
STAIRS


irregular stone


stone block

EDGING


steel


boulder

MATERIALS


permeable pavers

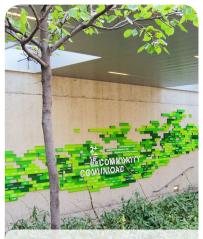
WALLS

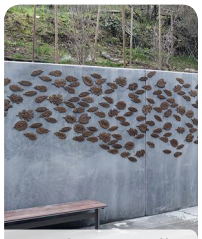

large stone block wall

SIGNAGE



interactive sculpture




donor walls



wall mounted letters



simple materials, color + design

PLANTING


ornamental


shrub-perennial


wildflower


native garden

BARRIERS


rustic wood


curvilinear stair

SURVEY

EXISTING CONDITIONS MAPPING

The Strengths, Weaknesses, Opportunities and Threats mapping asked community members to use green, red and yellow sticky notes to comment on what was working at the park, what was not and additionally what ideas they had for improvements. All comments were documented and categorized. The following chart shows what areas of the park development were of most interest to the participants.

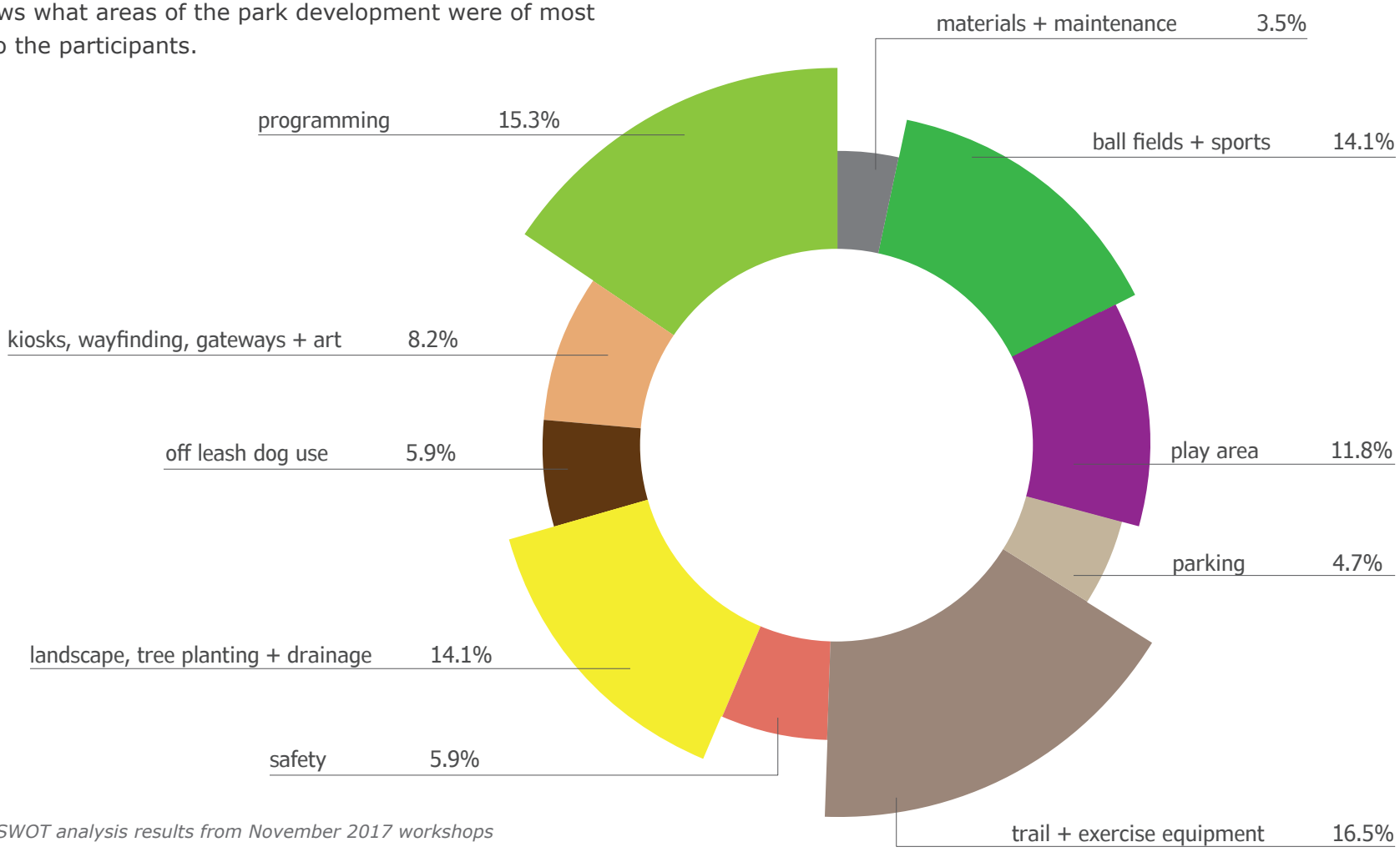


figure 16 | SWOT analysis results from November 2017 workshops

The November 2017 survey asked participants to weigh in on several themes. The results to the right are ranked in order of importance, according to the feedback gained from the community. This information was then used to hone a vision statement, design principles and design options.

IDENTITY

1. Community heart
2. Place to play
3. Walkable
4. Laid back
5. Clean and well-maintained
6. Safe
7. Convenient

PRINCIPLES

1. Multigenerational activities
2. Native plantings and increased tree canopy
3. Civic space for gathering and events
4. Utilizes space efficiently and effectively
5. Improved programming layout
6. Cohesive plan that connects with context
7. Improved drainage patterns



COMMUNITY VOICE

ENGAGEMENT TOPICS	KEY TAKEAWAYS
Existing Conditions	Walking trail is well used and needs additional maintenance Park maintenance is satisfactory Play equipment is in good condition Drainage is an ongoing problem Gravel parking lot does not function well and is not pleasing to look at There is a need for additional shade in the park in certain areas
Connections	Need to explore connections to neighborhood at corner intersections Create better (and a variety of) connections between upper and lower park Develop a parking strategy to handle large scale events at WHAC and WHLL
Identity	Need to create a park aesthetic - not just recreational/ball fields There needs to be more of a sense of arrival Art needs to be incorporated in key locations Create a cohesive signage and identity plan

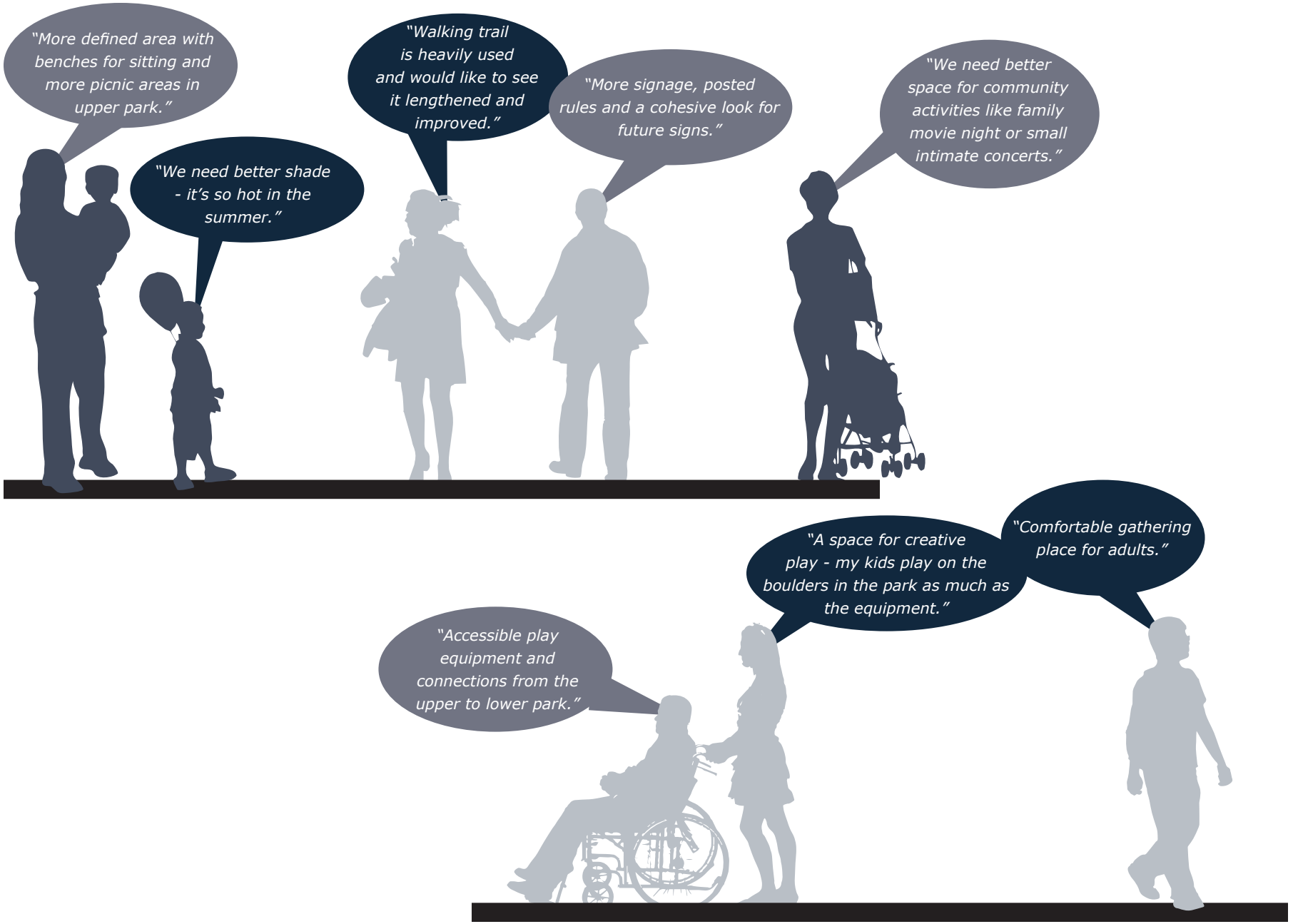


ENGAGEMENT TOPICS	KEY TAKEAWAYS
Activities	Create opportunities for additional sports programming Plan for activities for all generations Provide a place for outdoor games Provide opportunity for future programs in the park Expand adult exercise options Create nature trails through the wooded area of the site Incorporate opportunities for older kids who "age out" of park sports
Play	Incorporate interpretive and nature-based play equipment Address accessibility Provide shade
Dog Play	Provide an off leash area specifically for dogs Explore options for a dog park at the Dellana Tract
Sports Fields	Provide multipurpose play fields to include additional sports programming Create flexible open spaces



**public comments listed are from the November 2017 survey and represent some, but not all, of the feedback received*

KEY TAKEAWAYS





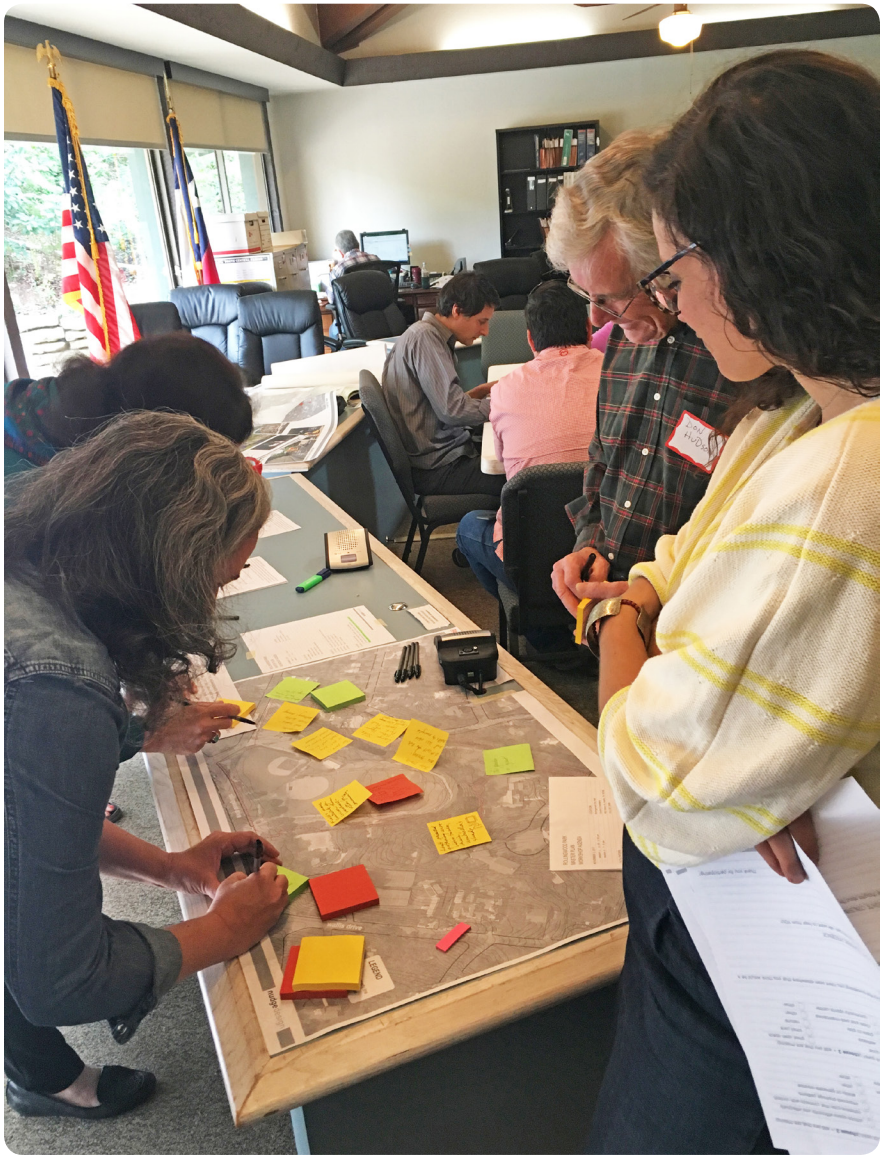
multigenerational participation



choosing priorities



identifying consensus



strengths + weaknesses mapping



lower park open space and community garden

ENVISIONING THE FUTURE

A WAY FORWARD

GAINING CONSENSUS ON THE COMMUNITY VISION + PRINCIPLES

At the November 2017 workshops, three vision statements and a multitude of design principles were tested using the survey exercise. All statements included words and phrases that reflected community values gathered from the previous studies. Following the November workshops, the vision statement and design principles were iterated, then presented to Park Commission and other relevant City officials in order to confirm alignment with key stakeholders.



vision statement

A COMMUNITY HEART AND CENTRAL GATHERING SPACE, WHICH PROVIDES OPPORTUNITIES FOR RESIDENTS OF ALL AGES TO PLAY. IT REFLECTS THE VALUES OF THE COMMUNITY THROUGH A COHESIVE DESIGN THAT IS AUTHENTIC AND CONNECTIVE.

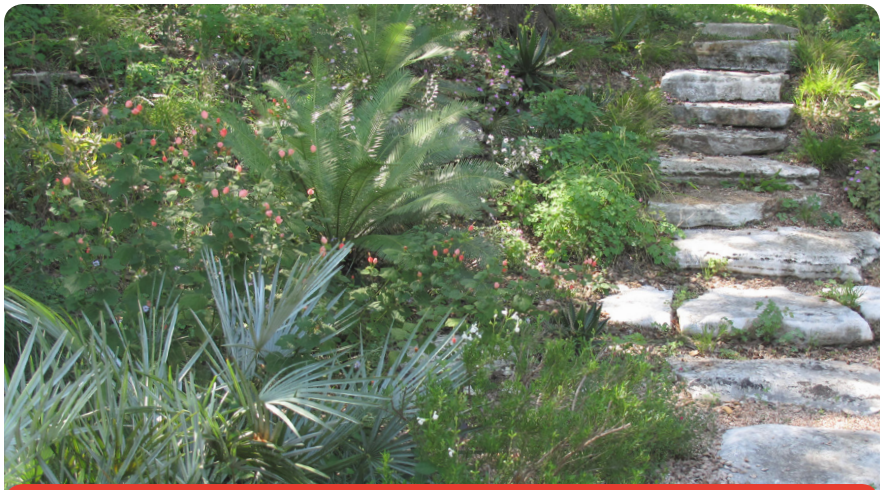
DESIGN PRINCIPLES



MULTIGENERATIONAL



FLEXIBLE



AUTHENTIC



COHESIVE

OVERALL RECOMMENDATIONS

These suggestions are included in both plan options and stem from on-site observations, community feedback and Nudge Design's professional expertise. All eight improvements will help Rollingwood meet their goals for the Park thus should be considered when making any future changes to the Park.

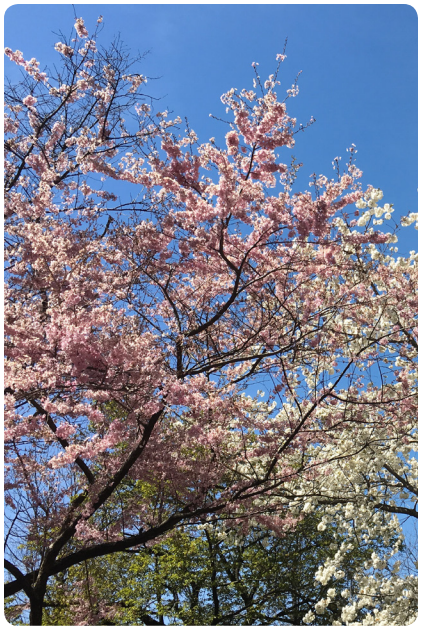
1. EXTEND AND IMPROVE WALKING TRAIL AND MAKE AN ACCESSIBLE CONNECTION BETWEEN THE LOWER AND UPPER PARK
2. CREATE MULTIPURPOSE FIELDS THAT ALLOW FOR ADDITIONAL SPORTS PROGRAMMING AND UNSTRUCTURED PLAY
3. ASSESS AND UTILIZE ON STREET PARKING ON ALL STREETS ADJACENT TO THE PARK
4. PROVIDE A SEPARATE OFF LEASH DOG AREA THAT IS ITS OWN
5. EXPAND PROGRAMMING OPPORTUNITIES FOR TEENAGERS, ADULTS AND SENIORS
6. CREATE OVERALL BRAND AND IDENTITY FOR THE PARK THAT REFLECTS HISTORY OF THE PARK AND COMMUNITY
7. FOCUS ON PLANTING SHADE TREES AND MAINTAINING EXISTING CANOPY
8. EXPAND NATIVE GARDENS ON-SITE



activities for all ages



rain gardens



native planting



multipurpose field



improved trail



off leash dog area

DEVELOPMENT OF ALTERNATIVES

Throughout the design process Nudge Design created and cycled several plan options. At each critical junction Nudge presented ideas to the Park Commission then gained feedback and established action steps. Throughout this iterative process many options were explored based on the Park Commission's direction and the two final Master Plans and recommendations are a direct reflection of this in-depth process.

The Appendix section of this document includes more specific information on each option that was presented as well as studies completed that informed the final Master Plan recommendations.

The following are key plans that can be found in the Appendix:

- Red Option
- Blue Option
- Upper Field Studies



figure 17 | concept development sketch

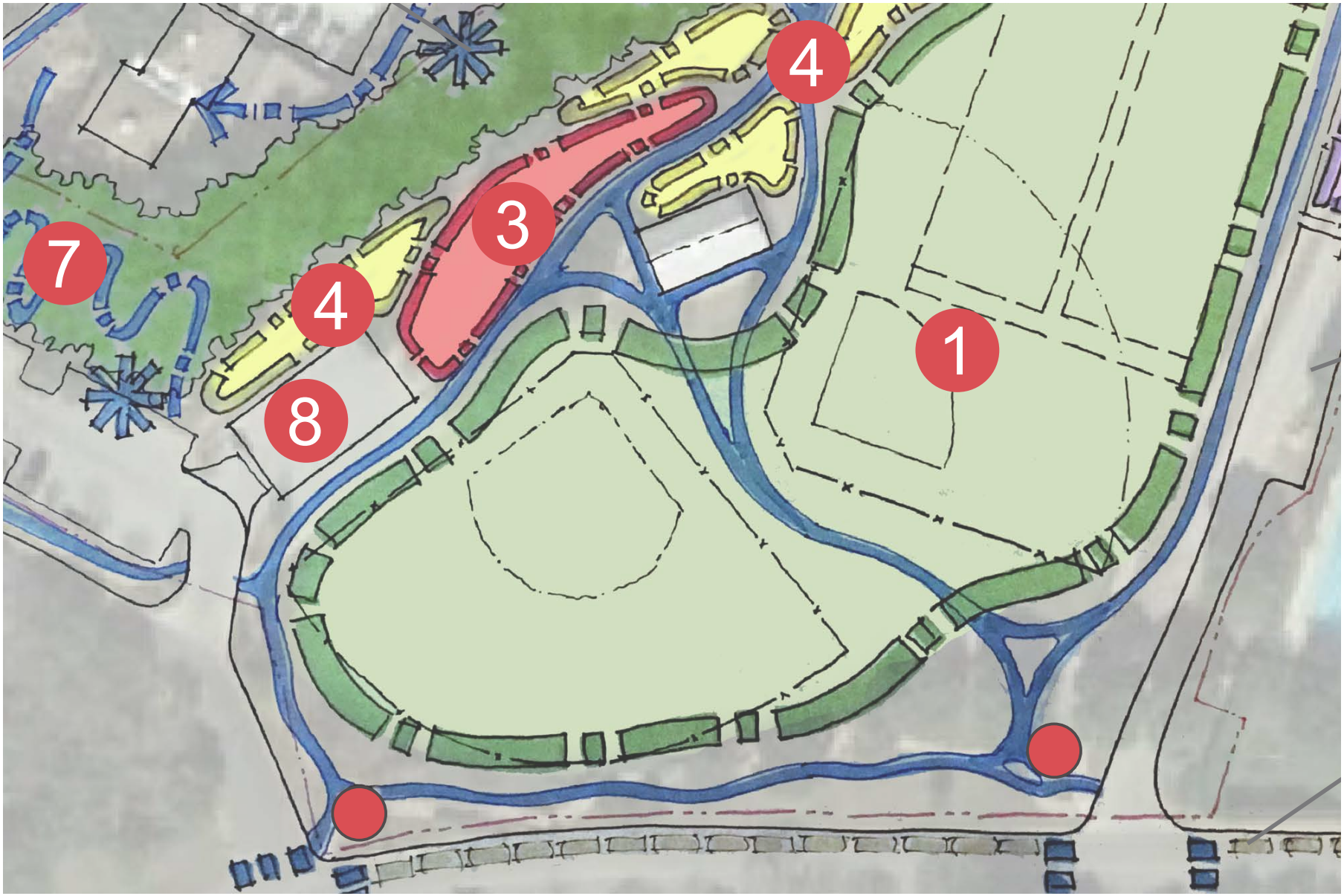


figure 18 | red option site plan


native plants

FINAL MASTER PLAN + RECOMMENDATIONS

CURRENT STATE MASTER PLAN

The Current State Master Plan takes into consideration the existing ball field uses within the overall Master Plan for the park. It allows for many of the other park priorities to be achieved including:

- Extension of the trail network
- Drainage improvements focused on the bluffs between the upper and lower park
- Upgrades for childrens play areas including nature play opportunities
- Improvements to park signage and wayfinding
- Creation of nature trails



retain existing sports fields infrastructure



nature trails network



play equipment upgrades



nature play opportunities



figure 19 | current state site plan

LONG RANGE MASTER PLAN

The Long Range Master Plan provides the City of Rollingwood options to reconfigure the upper park in the future should they desire to include other sports fields or multipurpose play fields. This configuration would allow for additional space that is currently being used for parking to be used for park functions. In addition to the goals met in the current state Master Plan additional park improvement opportunities exist including:

- A dedicated off leash zone that is fenced
- Relocated adult fitness zone with base material that reduces erosion
- Permanent, accessible parking that utilizes less park space



terraced and shaded off leash dog area



separate adult fitness area



fenced in dog area



figure 20 | long range site plan

PLANT PALETTE

Native plants that comply with City standards are recommended for use throughout the Park. Garden typologies shown here are options for what could be implemented in future plantings. One of the overall recommendations for the Park suggests that existing native gardens on-site be expanded. In addition, the Master Plan suggests that drainage and stormwater issues should be resolved through strategic siting of biofiltration gardens. Vegetation can also be utilized to limit erosion on steep slopes. Seasonal interest and educational aspects of vegetation planted on-site should also be carefully considered. Large caliper, fast growing trees should be planted in order to alleviate issues related to lack of shade.



native demonstration garden



community vegetable garden



stormwater management

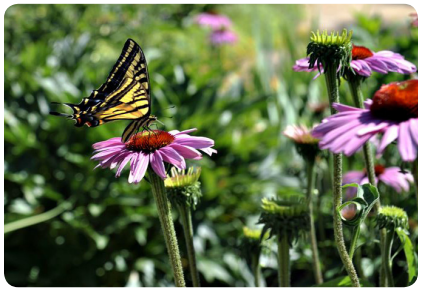


children's discovery garden





native plant identification



pollinator garden

educational garden with signage



sculpture garden



ornamental trees + seasonal interest



shaded lawn



demonstration garden

NEXT STEPS

CONCLUSION

Rollingwood Park is a vital, well loved community asset that improves upon the character, health and vitality of the City and its surrounding community. As with all City assets, it is important to recognize the need to continually make investments in its open space including maintenance, operations and programming. This Master Plan should serve as a guide for the City and the Park Commission as they look to the future.



Dellana Tract

FUTURE STEPS

In a continued effort to make strides to improve the park, we would recommend the following be developed at the conclusion of the Master Plan phase of work:

- The Park Commission along with the City Council should develop a list of project priorities that focus on need, costs and feasibility. Ideally this work would look ahead in two to three year increments so improvements (both large and small) are continually being planned in the park. Within the priority list of projects it will also be important to focus efforts on making improvements to the overall site accessibility.

- Once a priority and phasing plan is identified, the Park Commission should invest in identifying both private and public grants that align with the priority list of projects. It will also be important to identify long range costs to maintain these park improvements as they look to secure future funding.

- Since the City of Rollingwood has only one park it will be important to develop a strategy for the Dellana Tract on the western edge of the City Limits. Given that this tract is available for limited park uses, it has the potential to take pressure off of Rollingwood Park as the City looks to serve its growing needs for park uses.

- City of Rollingwood and surrounding facilities should work to coordinate weekly and annual calendars to minimize parking conflicts and to plan appropriately for parking on-site and on the nearby streets.

- Engage consultants to complete a parking and traffic analysis in order to inform future parking modifications.



city hall demonstration garden

APPENDIX

ROLLINGWOOD HISTORY

HISTORY OF ROLLINGWOOD

Native American Tonkawa and Comanche tribes were the first inhabitants in this area. The land Rollingwood is on was deeded from Mexico to Henry P. Hill for colonization in 1835.

1904 1,800 acres of land was bought by Condido Dellana who had immigrated from Italy in the 1880s and had worked as a stone mason on the State Capitol building until its completion in 1888. The Dellana ranch stretched from Barton Creek on the south to the Colorado river on the north and included the land on which Rollinwood, Treemont, Barton Creek Mall and MoPac freeway now sit. Dellana, an enterprising and hardworking man paid for his ranch by selling hundreds of pounds of bat guano, which he harvested out of caves located on his property.

The little community of sparsely scattered cabins and houses remained sparsely populated and remote from Austin because there were no bridges across the Colorado river until the 1880s.



Condido Dellana



Stone Bridge Across Barton Creek 1880

1946 Brothers A.B and George B. Hatley bought 300 acres from the Dellana ranch for $300 an acre. While A.B developed the land along the Colorado river with a main thoroughfare named Stratford Drive, George developed the inner portion of Rollingwood.

Almost all street names in Rollingwood are named after members of the Hatley family and their friends. The Hatley brothers are reputed to have been rivals in business ventures. Their disagreements caused them to divide Rollingwood Drive with the North half being developed by George and the South by A.B, who then divided the land into smaller lots to allow for more lots.

1955 The Village of Rollingwood was incorporated with Frank L. Scofield as its first mayor. There were only 28 homes in Rollingwood. Scofield recalled how the first City Council operated for 3 years without any bookkeeping or organization. All officers of the Village served without pay except for L.T. Gunn who served as Marshall, was paid $30 a month, was given a whistle and had to use his own car to patrol the city. From 1958 -1975, Clarence Wilson conducted city business from his home at 3202 Gentry Drive.

There was no trash collection until 1960. Trash used to accumulate in open trash dumps. One dump location was where Corky Logue's tennis courts now reside at3016 Hatley. Residents had to seek out their own garbage collector.

1963 In May the Village incorporated as a municipality with a Mayor-Council form of government.

1969 The city entered into an agreement with Austin for water. Before this water was provided by several companies with their own water wells. There was a water tower bearing the letters ROLLINGWOOD that was located between Wallis and Almarion.

1970 Helen Shaw, who was Mayor at the time wrote "As the 1970 council took office they were shocked to find that there was not a bit of money in the coffer to run the city, so the men borrowed on short term notes from month to month to operate the most basic functions of the city. They also laid down some fine basis for a "Do it yourself" government". Elected officials and residents met in private homes or in downtown Austin buildings to conduct city business. Rent was being paid to hold court at the Optimist Club building. Shaw recounts "Two of us would go early to clean up the dirty plates left and toss out the beer cans before we could hold court. The court clerk (FLO MACKLIN for many years) sat with her back to a hole large enough for any amount of snakes to crawl through. The desire to have a City Hall was in high gear. The councilmen did many jobs themselves to save each penny they could and at the end of each year the Council was very proud to put what they saved into the City Hall building fund."

Mayor Shaw, wrote that the bids that came in to build City Hall were just over what the City could afford but said, "Then in one of the brightest days of my life, two things happened. I received a letter from Marge Loehlin (RWC president from 1968-69) saying that her committee appointed to raise funds for City hall could donate $1,600. The next was that the Volunteer Fire Department sent a petition signed by all members that they desired to use all their County Revenue sharing money on the project. This put us over!".

1971 The City of Rollingwood purchased 1.0009 acres on Nixon Drive from the Optimist Club of Western Hills. This is the land the City Hall was built upon in 1975 for the future municipal building, which was built in 1975.

1975 After years of planning, saving and raising funds, the 3,500 square food City Hall was built. It took 120 days to build and cost $50,000. The project did not incur any debt.



Many fund raising efforts went into furnishing the new City Hall. At a program at the City Hall, Artist Dalhart Windberg demonstrated the art of oil palette painting and painted "Hill Country Sunset". He then donated the painting to the Rollingwood Women's Club. The RWC had a drawing with tickets sold at $1 each. The Capitol National Bank won the painting and donated it back to the City. The Women's Club made $2000 on the sale of the painting. Look for the painting that hangs on the far wall at City Hall.

Other fund raising efforts included garage sales, sale of spices, consignment clothing sales, year book ad sales. All together $4,700 was raised by the RWC to pay for donation of furniture including 50 folding chairs, 10 folding tables, one desk, 1 swivel chair, 4 side chairs and 4 file drawers ($1150) drapes ($600), the patio ($768), landscaping ($1000) and Official building plaque ($225) for the newly built City Hall.

figure 21 | City of Rollingwood + Rollingwood Park History from the October 2016 Preliminary Master Plan

The other major fundraiser held by the RWC, and a highlight at the end of each year is the July 4th parade. This was started by Hazel Maxwell in 1978 to bring neighbors together and to foster community. The first parade had the fire truck "Big Red", trash truck, decorated cars, bicycles and yes, HORSES! When the parade began, the noise from the fire truck spooked the horses, sending them galloping in a frenzy all the way back to the stables on Bee Cave Road. Horses were outlawed after that!

1985 Voters elected to join Travis County Rural Fire Prevention District 1. Until 1985 the city had a Volunteer Fire Department. A city newsletter describes the department "as a motley group that consists of teenagers, retirees, doctors, dancers, civil servants, red-necks, accountants and even a little old lady in tennis shoes". Harry Rogers was Fire Chief in 1974 and for years all emergency calls 24/7 were handled by Harry's wife Lavonne Rogers and their 3 daughters who attended to the phones and the CB radio and scanner. Funding for the fire department was from an annual barbecue at which the RWC provided desserts. Harry Rogers almost lost his life on several occasions while attempting to rescue motorists whose vehicles had been swept into the flood waters on Rollingwood Drive near Barton Springs Road before that bridge was built.



As Shanti Jayakumar, once pointed out, an article in The Picayune September 1987 sums it very appropriately: "If you need something done, chances are it can get done in Rollingwood. For 30 years, the residents of the community have been taking volunteerism to new levels. Rollingwood residents can tell countless stories of volunteerism. Chris Byrne battling the July heat and digging up rock to plant grass. Anderson used to recycle aluminum cans and use the money for park upkeep.....Dick Brown mows the yard around the Municipal building...." Dozens of Rollingwood residents can be relied on to get the necessary jobs finished. Hazel Maxwell summed it up "The only reward is gratification, and that seems to be plenty enough for Rollingwood volunteers." People in Rollingwood have had that spirit for a long, long time.



HISTORY OF ROLLINGWOOD PARK

Rollingwood has lovely parks. From the early days there was talk of creating a park for children in the city. Through the years the park has received mixed reception. Some residents have disliked the crowds it created, some objected to the cutting of curbs and erection of George B. Hatley gate. Others in the community have viewed the park as an asset to the city.

Before the development of Hatley Park in 1968, sporting events were conducted on acreage owned by Austin Independent School district on the corner of Ridgewood and Rollingwood Drive.

1950s Rollingwood park land was owned by the Western Hills Optimist Club, a non-profit corporation founded in 1955 by A.A. Mack Hull with twenty charter members, many of whom lived in Rollingwood. The club purchased, from George B. Hatley, eleven acres of land bordered by Rollingwood Drive, Nixon, Gentry, Wallis and Pleasant Drive. The primary purpose of the club was to encourage development of youth.

1968 While the land was being cleared and developed by club members the little league football, baseball and girls softball teams were being formed. Tons of dirt was trucked over from the expansion of Bee Caves road to level the fields, which were once hills. The Optimist Club eventually added restrooms and a concession stand.

1970 the Western Hills Athletic Club organized and acquired several acres in the corner of the park, at Rolligwood and Wallace, where it built a private swimming pool and tennis courts.

1971 The City of Rollingwood purchased 1.0009 acres on Nixon Drive from the Optimist Club of Western Hills. This is the land the City Hall was built upon in 1975 for the future municipal building, which was built in 1975.



Hatley Park 1970





Erection of George B. Hatley Gate 1972

ROLLINGWOOD HISTORY

1978 The Rollingwood Park Project was the brain child of Hazel Maxwell and was sponsored by the City Council and Rollingwood Woman's Club (RWC). Hazel started the project with contributions of $750 from the city and $270 from the Rollingwood Women's club.



Rollingwood Park progresses

By Bonnie S. George

Little by little, piece by piece a park is being created next to the Rollingwood Municipal Building. The project is the brainchild of Hazel Maxwell and is sponsored by the Rollingwood's Women's Club.

The park really began four years ago when $350 was collected to pay a landscape architect for a master plan, but of course that part didn't show.

During the second year donations from firemen, the

In 1978, $350 was used to pay Bud Twilley, a landscape architect to draw plans for the lower park. The park was to include 7 picnic areas and "earth berms" (grassy hills) similar to that of Wooldridge Park, which is an urban park in downtown Austin that has a natural basin whose sides slope inward to form an amphitheater with a bandstand at its center.

1979 Donations from firemen and the Women's Club paid for stacking boulders along Nixon Lane. Members raised funds for the park by recycling aluminum cans, organizing a Sampler Supper with residents bringing a casserole or covered dish and 10 copies of recipes that were sold for .25 cents each. At that event the club made over $50 in contributions and sale of recipes. All money went to the park fund.

1980 The land was graded, a berm built, 35 fledgling trees planted, a raised knoll to be used for performances was built and a sprinkler system was installed. The only native tree in the Rollingwood Park was a forty-foot Cottonwood. The park grew "a tree at a time and a fence post at a time".



Rollingwood

22 trees planted in park

By Bonnie S. George

Sunday afternoon, 22 trees were planted in the new Rollingwood Park while Jess Walters sang *Trees* from atop the earth berm designed to be a "poor man's theatre."

The park is located next

aged to bring a picnic and join their friends to socialize and hear Kevin Dunn's choir sing songs from *Oliver!*. Work days for the park are scheduled for late in June. Call Vernon Kutschick for further information.

Sunday, after thanking the many people who have contributed to the park, Maxwell said she hoped those gathered for the planting felt they were putting roots down in their community, and encouraged Rollingwood residents to participate in developing the park.

Money is always needed but the park could also benefit from: the use of grading equipment, cedar fencing, concrete picnic pads, an electrician to work on outdoor lighting, railroad ties, pea gravel, a lawn mower, outdoor grills, picnic tables,

Lavonne Rogers loads up.

to the Rollingwood Municipal Building at 403 Nixon Dr. and is designed as a picnic area for Rollingwood residents.

Hazel Maxwell began the project three years ago when she was president of the Rollingwood Women's Club, and continues now as the chairwoman of the Park Committee. The committee has used collected money for landscape plans, initial grading of the area and trees. John Durbin has made water available.

Further activities for the park include the first picnic which will be held Tuesday, May 28 at 6:30 p.m. Rollingwood residents are encour-

Jess Walters performs.

Photos by Ginger Bishop

and play equipment for the children. Call or write, Hazel Maxwell at 4814 Rollingwood Dr., 327-0876 for more information.

1982 Fund raising efforts were underway to pay for 3 Live Oak Trees, Pampas Grass, seven picnic tables and playground equipment. Hundreds of people gave time, materials and money in order to continue the progress.



Rollingwood's first park to open to public next year

Rollingwood residents can expect the city's first public park next year, courtesy of Rollingwood Women's Club.

A tract of land, located next to the city municipal building at 403 Nixon Drive, is being developed into a park "a tree at a time, . . . a fence post at a time," said club member Hazel Maxwell, who has worked on the project for about two years.

by the city. Council members commit park development, and donations ha ceived from the public, the former w president said.

Club members recently hired land tect Bud Twilley to draw plans for th will include seven picnic areas. The include "earth berms" (grassy hill that of Wooldridge Park, Maxwell sa

"We've even thought about prom of planting memorial trees. We'

"Our work (on the park) is measured by inches now. The next time, it'll be the full yard,"



Hatley Park future discussed

Optimists ponder deeding property to RW

By Bonnie Skaar George

Representatives of the city of Rollingwood, the Optimist Club and the Western Hills Youth Association met Aug. 28 to discuss forming a structure to insure that Hatley Park in Rollingwood always remains as it is – a park for organized athletic

Currently, a core of long-time Optimists, led by Gene Richardson and including Earl Cunifi, Frank Wilson and Bill Chapman have begun revitalizing the organization.

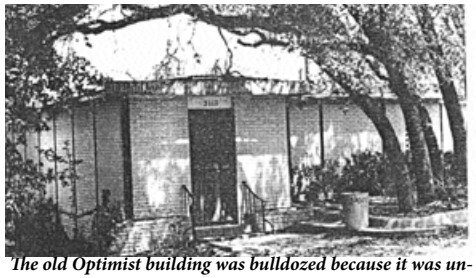
One of the questions that has come up is whether it might be advantageous for the Optimists to deed the land to the city of

from the property, wil use the money to bu building.

Lawyer are currentl the legal options for Corky Logue, a mem Optimist Club and ald Rollingwood says, " sides agree on the ne trying to find the best

Westlake Picayune Article Sept 1984

1983-1984 Representatives of the city of Rollingwood, the Optimist Club and the Western Hills Youth Association discuss forming a structure to insure that Hatley Park in Rollingwood always remains as a park for organized athletic activities. At his own expense, Corky Logue knocked down the dilapidated Optimists building.



The old Optimist building was bulldozed because it was unsightly and unsafe.

1985 In June a new playscape was installed at a cost of $2,200 in the lower park area. It was actually on 35 feet of land donated by the Optimist Club because the Rollingwood Park committee did not want to alter the original park plans, which did not include play equipment. Money for the playscape came from a garage sale organized by the Babysitting Cooperative ($273), a donation from the Women's Club ($500), the Halloween Bandit's Cave ($105) and individual contributions ($1,206).





1986 More than 650 youth used the baseball fields, 550 participated in soccer, 140 played girls softball and 70 participated in football. In 1986 the Optimists offered the property to Eanes School district but no action was taken.

1990 Tax collectors sued the Optimist Club for $64,242 in taxes, penalties and interest for two years when the club failed to reapply for a tax exemption. A 27-menber task force was formed with Rollingwood, surrounding communities and Eanes ISD.

Rollingwood set a hearing for purchase of Hatley Park using a settlement for overcharges in water rate. Several people disputed using the settlement to buy the park. After one invalid vote, the City Council voted to rezone park land from residential to parkland use.

Rollingwood residents voted 192-107 in a non-binding referendum to approve the city purchase of Hatley Park from the Optimist Club with $200,000 from a water rate settlement with Austin and additional amount from the water fund.



Park rezoning is declared invalid

By Peggy Vlereboome
American-Statesman Staff

Rezoning of privately owned athletic fields in January has been declared invalid because four council votes are needed to change the zoning, Rollingwood Mayor Corky Logue announced last week.

The athletic fields at George B. Hatley Park are still zoned residential, as they have been for two decades. Aldermen voted 3-1 in January to rezone the fields as

There are five aldermen and a mayor in Rollingwood. The mayor does not vote except to break a tie. One alderman was absent from the January meeting.

The answer is that it takes four votes to change zoning, according to an opinion from the Texas Municipal League.

Using similar reasoning, Logue overturned a June 1988 zoning decision in which a property owner was told that his request for commercial zoning was denied

three-fourths of the members of the governing body must vote affirmatively. "The mayor is part of the governing body," Koehn said. "That's six. So three-fourths is five. That's what I based it on."

The opinion from the municipal league says that a non-voting mayor isn't counted, lowering the number of votes needed to four, Logue said.

The property owner in the 1988 case was notified that the 4-1 vote changed the



Rollingwood group to search for playing field sites, funds

By Peggy Vlereboome
American-Statesman Staff

Twenty-seven people have been appointed to a task force to locate land and money for youth sports playing fields in the area encompassed by the Eanes school district.

The Rollingwood City Council decided to form a task force because of failed attempts to find more playing field sites needed because Hatley Park's fields are crowded.

The city wants to buy Hatley Park from the Western Hills Optimist Association and continue using it for youth sports, but negotiations have snagged because part of the deal is that the purchase money is to be used to obtain more playing fields elsewhere.

The task force was appointed by Rollingwood Mayor Corky Logue and Rolling-

tee, called the Westbank Park Task Force, are Gary Bechtol, James Jolly Clark, Thom Farrell, Flo Macklin, Brian Rider, Holly Salmon and Adrienne Thannisch.

Sports club representatives are Bill Chapman and Doyle Moore, Western Hills Optimist Association; Joe Flack and Sammie F. Joseph Jr., Western Hills Little League; John Pugsley, Western Hills Youth Football; Glenn Richter, Western Hills Little League Girls' Softball, and Len Skiles, Westlake Youth Soccer Association.

Neighborhood representatives are Jodie Guerrero, Tremont; Rick Parke, Rolling Hills West; Steve Scheffe, Walsh Tarlton; Wilford "Buddy" Schroeder, Davenport Ranch; Alan Schumann, South Bee Cave Woods, and Mike Williams, Lost Creek.

Ex-officio members are Gary Hampton, Western Hills Athletic Club; Ebbie Neptune and Bill Wheeless, Eanes Independent School District; Jann Phenix, aide to

1992 The City of Rollingwood made an offer to purchase the park land from Western Hills Optimist Club for $220,000 stipulating the club use the money to pay off outstanding taxes of $70,000 and allowed the club to keep one acre on Pleasant Cove to sell, with the City getting first right of refusal.



Rollingwood makes new offer for Hatley Park

By Claire Osborn
American-Statesman Staff

The Rollingwood City Council has voted unanimously to make a new offer of $220,000 to buy George B. Hatley Park from the Western Hills Optimist Club.

Although the offer had not yet been presented to the club's lawyer Wednesday, Optimist Vice President Bill Chapman said the club and city would have to keep negotiating.

"We had a better offer before," he said.

Leaders of the club said earlier an offer of

"If we got two lots, we thought we could end up with enough money to buy land for more fields," said Chapman.

The council's first offer stipulated that the club use part of the money to pay off outstanding taxes of $70,000 it owes to the school district and the county. This would leave the club with a net amount of $200,000.

The new offer stipulates that the club pay off outstanding taxes before the city buys the park. This would leave the club with a net amount of $150,000, after taxes are paid.

it for more than its appraised value of $27,000.

The city also would have first right of refusal on the land, meaning the city would have first choice to buy the property but would have to match any offer the club received on the land.

"We are really trying to meet them halfway. This is more consistent with what the Optimists said they wanted," Littlefield said.

Rollingwood voters two years ago authorized the city to spend $200,000 to buy the park. Littlefield said the city would be able to make the $220,000 offer because the $200,000 the voters

1993 The Optimist Club of Western Hills sold the 8.934 acres of parkland to the City of Rollingwood, for $245,000. The park was purchased by the City for the recreational benefit and use of residents and property owners in the City and the general public.

1997 The basic playscapes and surrounding sidewalks in the lower park area were substantially completed. The park was open and dedicated to the children of Rollingwood at the annual Octoberque, which had been an annual community gathering and fund raiser for the volunteer fire department, started more than 30 years before.



Rollingwood celebrates park with ceremony, BBQ

Andy Rhodes
Staff Writer

The sweet scent of barbecue was still wafting through the air as the two strands of ribbon fell to the ground.

It was official – the Rollingwood playscape was open.

Dozens of children were soon clamoring over, under and through the various ladders, slides and tunnels that comprise the recently-built playground equipment. Parents and other community members, meanwhile, observed from afar as they enjoyed their catered barbecue lunches.

"This is what it's all about, seeing these kids having fun out there," said Rollingwood resident Bill Hamilton, who serves as the city's parks co-chairman. "This is why so many people

have spent so much time getting this playscape off the ground – the kids just love it."

It was apparent that last Saturday's annual Fall Octoberque in Rollingwood was a success. Hamilton spoke to the large gathering of residents in attendance just before the ribbon cutting ceremony about the history of the event, and the celebration of new traditions.

He reminded residents that the Octoberque began more than 30 years ago, when the Volunteer Fire Department at that time decided to hold a celebration for the community. Hamilton then acknowledged those in attendance for helping to bring about a new tradition – the playscape.

"We're very happy to say that two years and $30,000 later, we have substantially completed

the basic playscape and surroundings," he said at the ceremony. "We look forward to the continuing efforts of the Women's Club to raise the funds for this in addition to the almost $15,000 they have raised for the project."

Paige Blake, president of the Rollingwood Women's Club, said that the money is continuing to be raised by the sale of commemorative walkway bricks, which were displayed at the event in their future location in the adjacent sidewalk. Additional walkways will be built as bricks are sold, she added, which will also include the custom-made masonry. A handcrafted wooden sign will also be added to the grounds that will read "Dedicated to the children of Rollingwood."

(See BBQ, Page 12)

The Rollingwood playscape was officially dedicated with a ribbon-cutting ceremony last Saturday, much to the delight of neighborhood children.

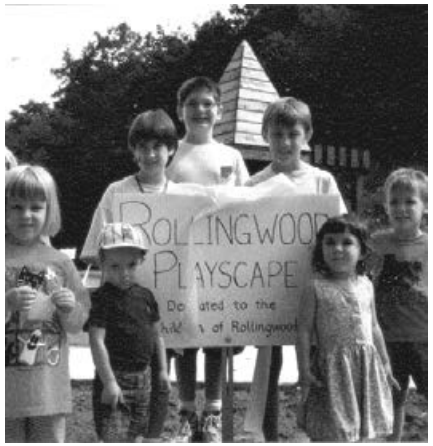
...BBQ

continued from Page 1

Rollingwood Neighborhood Association President Steve Guengerich said the opening of the playscape park could serve

may also get together as a community in order to support a neighborhood park.

"This has been our effort to put our money where our mouth is and to make things a little bit better for everyone in the community," he said. "This shows the genuine positive im-





ROLLINGWOOD HISTORY

2000 The Rollingwood Women's Club, spearheaded by Marilyn Kounnas, Sandra Farrell and Deb Celusniak and the generous support of the Rollingwood community, raised over $45,000 to purchase a quality playscape and play equipment for the lower park that many children will enjoy for years to come.







2001 The new playground equipment was installed and the old equipment was moved to the upper park playground area.





2005 The 770 sq. foot covered Park Pavilion, designed by Rollingwood Resident and architect, Duke Garwood and was built in the lower park. The Pavilion is designed to hold 4-5 picnic tables and has a capacity of approximately 25 people. The purpose of the pavilion is to provide a shaded area for parents and children using the playscape, and a covered area for neighborhood events such as the Easter Egg Hunt, 4th of July and children's birthday parties.

The Pavilion was paid for using RCDC budgeted sales tax funds at a construction cost of approximately $83,000.





2007 The Upper Park Field House was built at a cost of approximately $138,000. The stone, roof and machinery for demolition was donated. Money for the field house was raised through donations and through the sale of park pavers. Frosty Moore whose father was part of the Optimist Club that sold the land to Rollingwood, donated $75,000 in a fund from the Optimist sale, in exchange for naming the field house the Doyle Moore Field House.



2008 The Upper Parking lot was built at a cost of approximately $208,000. The parking lot was a dirt field where people informally park. The old Optimist building had been located there but was demolished in the 1980s because it was unsightly and unsafe. The Park Commission was asked by the City Council to find a solution to the safety concerns of parking around and near the park. This request was made after many citizens voiced their complaints about safety in this area. Much time was spent on the design of this lot, as well as providing adequate landscaping and a sidewalk to ensure safe passage to and from the park. The City Engineer proposed 3 alternatives for this project in the Fall of 2007 for Park Commission and Council consideration. The Park Commission recommended one solution to the city and additional funds were approved for the project. In July 2008, the sitting Council unanimously approved the parking project and the remaining funding.

2010 A walking trail was added to Rollingwood Park. The track surrounds the upper fields and winds down and around the lower park. The walking trail was engineered by Bleyl and Associates and built by the City of Rollingwood Public Works Department with the help of many volunteers. The cost was approximately $85,000. RCDC contributed $35,000 and an additional $25,000 from the Austin Parks Foundation was used, $10,000 was donated by the Rollingwood Women's Club, $10,000 from the RGK Foundation and $5,000 was redirected from Endeavor tract park development. The little league fence was moved about 10 feet to allow adequate room for the walking trail, at a cost of approximately $6,500.



2011 Installed for approximately $15,000 were 5 pieces of "Energi Total Body Fitness System" equipment, located in the upper Park on both sides of the playgroup equipment. Nearest to the parking lot are 1) Dynamic Stretches and Active Movement, 2) Angle Bar & Hurdle Exercises. On the other side of the playground equipment are 3) Squats and Dips Exercises 4) Power Step Exercises 5) Stabilizing and Balance Exercises.





The Rollingwood Community Education Garden was founded by Roni Koltuniak and formed by a group of neighbors who wanted to connect to their community and the soil. This is a communal garden, small in scale but big on ideas about connectivity and sustainability.





2014 The Waterwise garden was designed by Scott Ogden and Lauren Springer Ogden of Plant-Driven Design. The Ogdens collaborated with local designer Patrick Kirwin to create a low-water, no-lawn, deer-resistant garden that offers a beautiful example to neighbors trying to cut back on their own water use. The city received $8,400 in donations solicited through a flier inserted in the monthly water bill plus $8,050 in donations from the Rollingwood Women's Club. The Women's Club gave $5,000 for landscaping, $3,000 for a cistern and $50 for a plaque for the cistern.





2015 The old playscape in the upper park was deteriorating and was replaced by the City of Rollingwood at a cost of $50,000, paid for with RCDC funds, and installed by We Build Fun, Inc. The Miracle Recreation playground includes a playhouse structure, pirouette spinner, UPC Ant Rock, six spinner and 2 play stations. 8 inches of compacted engineered wood was placed over existing rubber with fabric barrier between materials.





The Endeavor Tract/ Dellana Park was deeded to the City of Rollingwood for use as parkland, in exchange for a tract of land Endeavor needed to connect their proposed new parking structure to their existing buildings. Possible uses are still being considered and the area. This land is not yet part of the Park Commission area of responsibility but may possibly be in the future.



PREVIOUS SITE PLAN

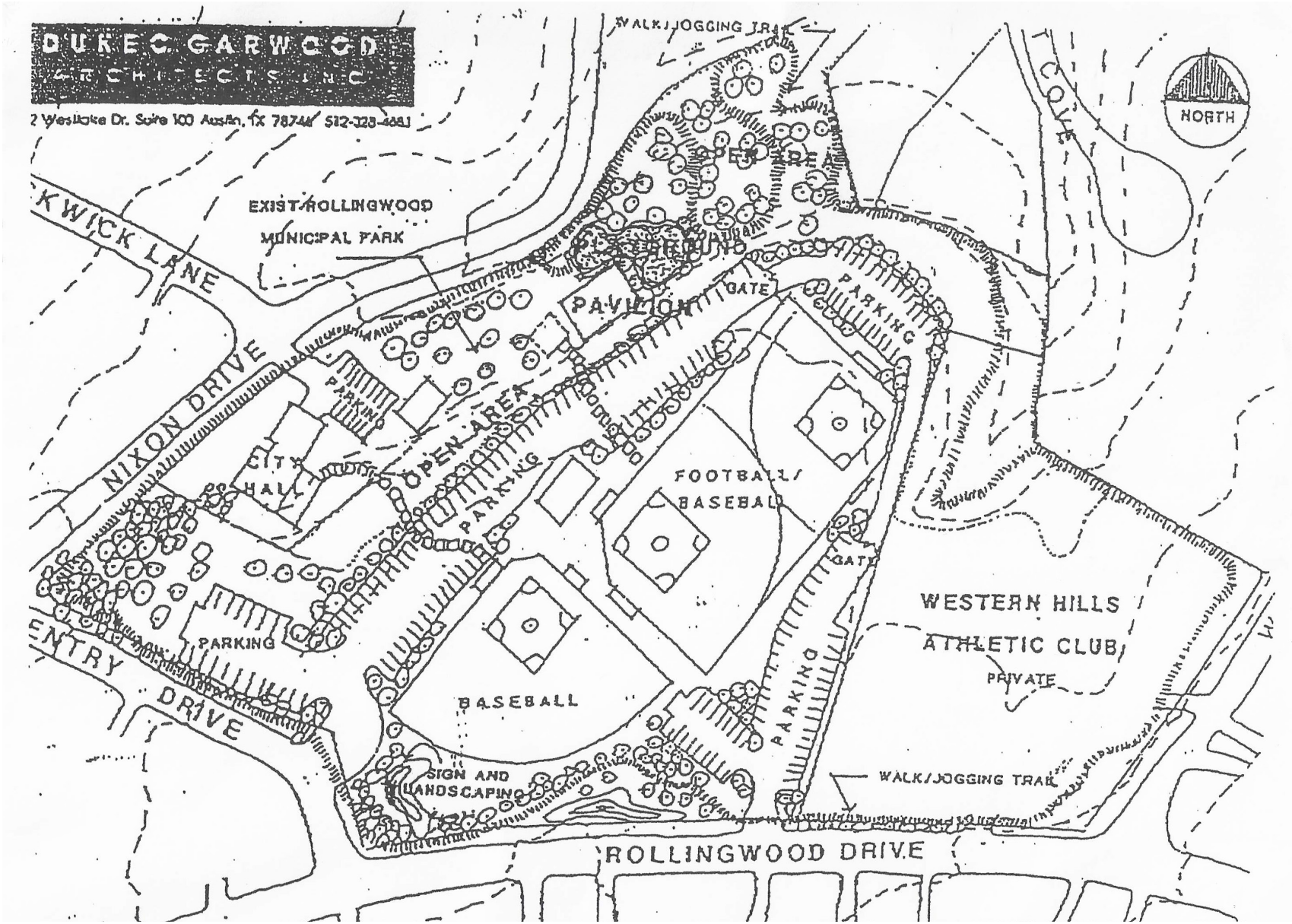


figure 22 | 1993 park site plan

TREE SURVEY



figure 23 | tree survey diagram from 2016 Preliminary Master Plan

PARK DEED

DOC. NO.
93058032

FILM CODE
00004973065

WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hills, Inc., a Texas corporation ("Grantor"), for a good and valuable consideration in hand paid by the City of Rollingwood, Texas, a municipal corporation situated in Travis County, Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the following described real property in Travis County, Texas, together with all improvements thereon, to wit:

8.934 acres of land, locally known as Hatley Park, as more fully described on Exhibit "A", attached hereto and incorporated herein by reference ("Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; except, however, that this conveyance is made subject to the perpetual roadway easement reserved by deed recorded in Volume 2986, Page 1078, Deed Records of Travis County, Texas, to the extent that the same remains in existence and is applicable to the Property.

This conveyance is additionally made subject to the following restrictive covenants which shall run with the land comprising the Property and which shall be binding upon Grantee, and all future owners of all or any portion of the Property and all persons claiming under them:

1. It is the intention of Grantor and Grantee to provide for preservation of existing athletic fields located on the Property. Accordingly, the use and development of the Property shall be restricted to park and recreational purposes consistent with the use of a portion of the Property for four baseball/softball fields which may be converted to a football/soccer field, which athletic fields may be combination or multi-use fields and which may be improved, reconstructed, relocated or reconfigured as determined by Grantee in its sole discretion. The use of the fields for baseball, football, soccer and girls softball by Westbank areas associations which are primarily for youth within the Eanes Independent School District shall be given priority. The foregoing restrictions shall not be deemed or construed to limit the park and recreational purposes to which the balance of the Property which is not being utilized for athletic fields may be used, it being specifically understood that the remainder of the Property may be used for other park and recreational purposes which are determined by Grantee, in its sole discretion. Further, it is understood and agreed that organizations or associations which utilize the athletic fields may be required by Grantee, as a condition of such use, to participate in the maintenance or upkeep of the fields, as determined by Grantee.

2. No portion of that .9 acre tract out of the Property described on Exhibit "B", attached hereto and incorporated herein by reference, shall be used by Grantee for any on-site wastewater system, and such .9 acre tract may be utilized for purposes of effecting the compliance by the two lots to be subdivided by Grantor out of the 1.1 acre tract being retained by Grantee located on Pleasant Cove Drive with Texas Water Commission Rule 31 TAC 285.18(g)(2), which requires that a total area of one (1) acre per lot be provided if an on-site wastewater system is to be used for a residence on each of those lots; however, no portion of the on-site wastewater system for such lots may actually be located on the .9 acre tract without the prior written consent of Grantee, which may be withheld or denied at Grantee's sole discretion. In the event 31 TAC 285.18(g)(2) is hereafter amended or terminated, or alternative wastewater disposal systems become available, which cause such one-acre minimum requirement to be no longer applicable, then this restriction shall terminate and be of no further effect. This restriction shall not be deemed or construed to limit Grantee's ability to develop the surface of the .9 acre tract for park and recreational purposes.

3. In the event any of the foregoing covenants, conditions or restrictions is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, or restrictions. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent of the parties shall be enforced.

Grantee's address: 403 Nixon
Austin, Texas 78746

Executed this the 28th day of MAY, 1993.

THE OPTIMIST CLUB OF WESTERN HILLS, AUSTIN, TEXAS A/K/A OPTIMIST CLUB OF WESTERN HILLS, INC.

By: Doyle H Moore
Printed Name: Doyle H Moore
Title: President

ATTEST:

Printed Name: [illegible]
Title: DIRECTOR

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of MAY, 1993, by DOYLE H. MOORE, PRESIDENT of The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hills, Inc., a Texas corporation, on behalf of said corporation.

JAN COX DWYER
Notary Public, State of Texas
My Commission Expires 1 23 94

Jan Cox Dwyer
Notary Public, State of Texas

Printed Name of Notary

My commission expires:

4887.1/SBP/1541/052793

2

1946 1985

figure 24 | Rollingwood Park warranty deed

EXHIBIT A

FIELD NOTES
FOR

8.934 ACRE TRACT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE HENRY P. HILL LEAGUE IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HAROLD SCHERZ, TRUSTEE, BY DEED RECORDED IN VOLUME 6041, PAGE 461 OF THE DEED OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 1.01 ACRE TRACT OF LAND AS CONVEYED TO OPTIMIST CLUB OF WESTERN HILLS, INC. BY DEED RECORDED IN VOLUME 3647, PAGE 1079 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, WESTERN HILLS ATHLETIC CLUB ADDITION, A SUBDIVISION IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 79, PAGES 355 AND 356 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument set at the Southeast corner of the said Scherz Tract, being at the Southwest corner of the said Lot 1, Western Hills Athletic Club Addition, being in the North r.o.w. line of Rollingwood Drive, for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the South line of the said Scherz Tract, being the North r.o.w. line of Rollingwood Drive, for the following courses:

N 86° 17' W for a distance of 45.57 feet to a 1/2 inch iron pin set

N 89° 53' W for a distance of 239.18 feet to a 1/2 inch iron pin set at a point of curve

Along a curve to the left whose radius is 797.78 feet whose arc is 161.07 feet and whose chord bears S 84° 20' W for a distance of 160.80 feet to a 1/2 inch iron pin set at the intersection of the North r.o.w. line of Rollingwood Drive and the North r.o.w. line of Gentry Drive for the Southwest corner hereof;

THENCE along the Southwest line of the said Scherz Tract, being the North r.o.w. line of Gentry Drive, for the following courses:

N 14° 53' W for a distance of 125.16 feet to a 1/2 inch iron pin set at a point of curve

Along a curve to the right whose radius is 398.55 feet whose arc is 100.34 feet and whose chord bears N 69° 01' W for a distance of 100.08 feet to a 1/2 inch iron pin found

N 61° 19' 05" W for a distance of 202.57 feet to a concrete monument set at a point of curve, being at the intersection of the North r.o.w. line of Gentry Drive and the East r.o.w. line of Nixon Drive;

11946 1986

FIELD NOTES
FOR

8.934 ACRE TRACT - Page Two

THENCE along the Northwest line of the said Scherz Tract, being the East r.o.w. line of Nixon Drive, for the following courses:

Along a curve to the right whose radius is 15.00 feet whose arc is 29.32 feet and whose chord bears N 05° 11' 30" W for a distance of 24.87 feet to a 1/2 inch iron pin found

N 50° 46' 25" E for a distance of 130.75 feet to a 1/2 inch iron pin set at the most Westerly corner of Lot A, Community Plaza, a subdivision in the City of Rollingwood, Travis County, Texas, as recorded in Plat Book 68, Page 17 of the Plat Records of Travis County, Texas, for a Westerly corner hereof;

THENCE along the Southwest line of the said Lot A, Community Plaza, S 62° 33' 15" E for a distance of 142.44 feet to a 60-d nail found at the most Southerly corner of the said Lot A;

THENCE along the Southeast line of the said Lot A, Community Plaza, for the following courses:

N 52° 49' 05" E for a distance of 113.52 feet to a 1/2 inch iron pin found

N 48° 47' 30" E for a distance of 96.41 feet to a 1/2 inch iron pin set

N 60° 47' 30" E for a distance of 130.99 feet to a 1/2 inch iron pin set at the most Easterly corner of the said Lot A;

THENCE along the Northeast line of the said Lot A, Community Plaza, N 31° 41' 30" W for a distance of 85.09 feet to a 1/2 inch iron pin found at the most Northerly corner of the said Lot A, being in the East r.o.w. line of Nixon Drive;

THENCE along the East r.o.w. line of Nixon Drive, along a curve to the left whose radius is 261.39 feet whose arc is 15.86 feet and whose chord bears N 56° 05' 19" E for a distance of 15.85 feet to a 1/2 inch iron pin set at the most Southerly corner of Lot 6, Block D, Hatley Park Estates, a subdivision in the City of Rollingwood, Travis County, Texas, as recorded in Plat Book 75, Page 257 of the Plat Records of Travis County, Texas;

THENCE along the Southeast line of Block D of the said Hatley Park Estates, for the following courses:

Along a curve to the left whose radius is 261.39 feet whose arc is 102.88 feet and whose chord bears N 43° 04' 30" E for a distance of 102.22 feet to a 1/2 inch iron pin set

N 31° 51' E for a distance of 27.57 feet to a 1/2 inch iron pin found at a point of curve

Along a curve to the right whose radius is 198.83 feet whose arc is 116.37 feet and whose chord bears N 48° 37' 15" E for a distance of 114.72 feet to a 1/2 inch iron pin found

11946 1987

PARK DEED

FIELD NOTES
FOR
8.934 ACRE TRACT - Page Three

N 65° 26' 30" E for a distance of 86.83 feet to a 1/2 inch iron pin found at a point of curve

Along a curve to the left whose radius is 741.52 feet whose arc is 240.62 feet and whose chord bears N 56° 01' 30" E for a distance of 239.57 feet to a 1/2 inch iron pin set

N 46° 46' 15" E for a distance of 5.25 feet to a 1/2 inch iron pin found at the most Easterly corner of Lot 4, Block D of the said Hatley Park Estates, being in the West r.o.w. line of Pleasant Cove, being at the Northwest corner of that certain 0.140 acre tract of land as described in Volume 7558, Page 115 of the Deed Records of Travis County, Texas, for the most Northerly corner hereof;

THENCE along the West r.o.w. line of Pleasant Cove, S 34° 16' 45" E for a distance of 24.19 feet to a concrete monument set;

THENCE along a Northeast line of the herein described tract, for the following courses:

S 44° 37' 30" W for a distance of 224.17 feet to a 1/2 inch iron pin found

S 16° 30' E for a distance of 130.04 feet to a 1/2 inch iron pin found

S 87° 05' 37" E for a distance of 27.88 feet to a 1/2 iron pin found

S 74° 51' 27" E for a distance of 61.67 feet to a 1/2 inch iron pin found

S 62° 25' 47" E for a distance of 123.21 feet to a 1/2 inch iron pin found in the West line of Lot 5A, Resubdivision of Lots 5 & 6, Clark Subdivision, a subdivision recorded in Plat Book 83, Page 143C of the Plat Records of Travis County, Texas;

THENCE along the West line of the said Lot 5A for the following course:

Along a curve to the right whose radius is 315.81 feet whose arc is 73.63 feet and whose chord bears S 03° 15' 05" W for a distance of 73.46 feet to a 1/2 inch iron pin found at a Northeast corner of the said Lot 1, Western Hills Athletic Club Addition;

THENCE along the North line of the said Lot 1, N 76° 18' 45" W for a distance of 103.04 feet to a 1/2 inch iron pin found at the Northwest corner of the said Lot 1;

FIELD NOTES
FOR

8.934 ACRE TRACT - Page Four

THENCE along an East line of the herein described tract, S 18° 30' W for a distance of 506.55 feet to the PLACE OF BEGINNING and containing 8.934 acres of land, more or less.

I hereby certify that this metes and bounds description is based upon the Land Title Survey and Plat made by Roy D. Smith, Registered Professional Surveyor No. 4094 on May 12, 1993.

AS SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
May 12, 1993

Job No. 12-67



EXHIBIT B

FIELD NOTES
FOR

0.90 ACRE RESTRICTED ZONE

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE HENRY P. HILL LEAGUE IN THE CITY OF ROLLINGWOOD, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HAROLD SCHERZ, TRUSTEE, BY DEED RECORDED IN VOLUME 6041, PAGE 461 OF THE DEED OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pin found in the West r.o.w. line of Pleasant Cove, being at the most Easterly corner of Lot 4, Block D, Hatley Park Estates, a subdivision recorded in Plat Book 75, Page 257 of the Plat Records of Travis County, Texas, for the most Northerly corner hereof;

THENCE along the West r.o.w. line of Pleasant Cove, S 34° 16' 45" E for a distance of 24.19 feet to a concrete monument set for an Easterly corner hereof;

THENCE along the Easterly line of the herein described tract, S 44° 37' 30" W for a distance of 224.17 feet to a 1/2 inch iron pin found and S 16° 30' E for a distance of 130.04 feet to a 1/2 inch iron pin found for the Southeast corner hereof;

THENCE along the South line of the herein described tract, for the following courses:

N 87° 05' 37" W for a distance of 57.00 feet to an angle point

S 67° 55' 53" W for a distance of 69.59 feet to an angle point

N 58° 59' 37" W for a distance of 155.93 feet to a 1/2 inch iron pin found in the Southeast line of Block D of the said Hatley Park Estates, for the Southwest corner hereof;

THENCE along the Southeast line of the said Block D for the following courser:

FIELD NOTES
FOR

0.90 ACRE TRACT - Page Two

Along a curve to the right whose radius is 198.83 feet, whose arc is 116.37 feet and whose chord bears N 48° 37' 15" E for a distance of 114.72 feet to a 1/2 inch iron pin found

N 65° 26' 30" E for a distance of 86.83 feet to a 1/2 inch iron pin found at a point of curve

Along a curve to the left whose radius is 741.52 feet, whose arc is 240.62 feet and whose chord bears N 56° 01' 30" E for a distance of 239.57 feet to a 1/2 inch iron pin found

N 46° 46' 15" E for a distance of 5.25 feet to the PLACE OF BEGINNING and containing 0.90 acre of land, more or less.

I hereby certify that this metes and bounds description is based upon the Land Title Survey and Plat made by Roy D. Smith, Registered Professional Surveyor No. 4094 on May 12, 1993.

AS SURVEYED BY:
ROY D. SMITH SURVEYORS, P.C.

Roy Smith

ROY D. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4094
May 12, 1993

STATE OF TEXAS REGISTERED 4094 PROFESSIONAL LAND SURVEYOR

Job No. 12-67

FILED
93 MAY 28 PM 4:46

TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, on

MAY 28 1993

Cox Dwyer
Company
Suite 450
78701

REF
TR

11946 1991

GIRLS SOFTBALL LEASE AGREEMENT

ROLLINGWOOD MUNICIPAL PARK – ATHLETIC FIELDS

OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT

THIS OPERATION, MAINTENCE AND GROUND LEASE AGREEMENT ("**Agreement**"), effective September 1, 2014, is made and entered into by and between THE CITY OF ROLLINGWOOD, TEXAS, a general law city located in Travis County, Texas (the "**City**"), and WESTERN HILLS GIRLS SOFTBALL PROGRAM, INC. (the "**Corporation**").

ARTICLE 1
RECITALS

1.1 The City is the owner of an 8.934 acre municipal park, locally known as "Hatley Park" (the "**Park**"), which is located within the incorporated city limits of the City, and which is available for the recreational benefit and use of residents of and property owners in the City and general public. There are, at the present time, athletic fields located within the boundaries of the Park (the "**Athletic Fields**") that have traditionally been used for organized youth athletic activities.

1.2 The City and the Corporation desire to enter into a contract pursuant to which the Corporation will operate, maintain, and improve the Athletic fields and the Park for the benefit of residents of and property owners in the City, and the general public, in accordance with the terms of this Agreement.

ARTICLE 2
DEMISE OF LEASE PREMISES

The City, for and in consideration of the covenants and obligations described in this Agreement which are to be kept, preformed and observed by the Corporation, does hereby lease and demise to the Corporation, and the Corporation does hereby rent and accept from the City , the Athletic fields, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with all improvements now located or hereafter constructed on the Athletic Fields (collectively, the "**Leased Premises**").

ARTICLE 3
TERM /ADMINISTRATIVE FEES

3.1 Primary Term. This Agreement shall be for a period of five (5) years, referred to as the Primary Term, commencing on September 1, 2014 and ending August 31, 2019; subject, however, to earlier termination upon the conditions set forth in this Agreement.

3.2 Administrative Fees. The Corporation will pay to the City the amount of $3,700.00 on September 1st of each year during the Primary Term to cover administrative costs incurred by the City ("**Administrative Fee**"). The first such Administrative Fee will be paid on the date this Agreement is fully executed and shall be for the one-year period commencing September 1, 2014.

ARTICLE 4
USE OF PREMISES

4.1 Permitted Uses. The Corporation shall have the right to use the Leased Premises only for organized youth athletic activities sponsored by the Corporation and other organizations approved by the City in accordance with Section 12.2 of this Agreement, and such other uses as may be approved by the City in writing. The Corporation shall comply with any and all rules and regulations imposed by any governmental entity which affect the operation and maintenance of the Athletic Fields, including any rules, regulations or ordinances established from time to time by the City. The rules and regulations to be established by the City shall be established by ordinance or such other manner as authorized by the City Council of the City and shall specifically include, but not be limited to, limitations on hours of operation and use of the Athletic Fields, restrictions on exterior lighting , and restrictions on signage. Between seasons and at such times as events are not scheduled by the Corporation or its permitted subleases, the Athletic Fields may be used for park and recreational purposes by the City and the citizens of the City. The City shall not cause damage to the Athletic Fields and shall cause all trash generated by such use to be cleaned up promptly after any City-sponsored event.

4.2 Special Provisions Relating to the Use of the Leased Premises. The Corporation hereby agrees to reserve a portion of the Leased Premises (commonly known as Hatley Fields #1 and #4) for use as boys baseball fields for the term. Western Hills Little Leagueshall be an approved youth athletic organization under this Agreement.

4.3 Waste, Nuisance or Illegal Uses. The Corporation shall not use, or permit the use, of the Leased Premises in any manner which results in waste of the Leased Premises, of which constitutes a nuisance or any unlawful use or purpose.

ARTICLE 5
CONSIDERATION; OBLIGATIONS OR CORPORATION

5.1 Consideration. In consideration of the lease of the Leased Premises to the Corporation, the Corporation covenants and agrees to operate, maintain, repair, and preserve the Leased Premises, and provide funding for capital improvements to the Leased Premises and the Park as described in Article VIII of this Agreement.

figure 25 | western hills girls softball lease agreement

5.2 Operation and Maintenance of Leased Premises. As used in this Agreement, the term "operate and maintain", and the obligation of the Corporation to operate and maintain the Leased Premises, shall include, but shall not be limited to, the following:

a. The maintenance and upkeep of the Leased Premises. The Corporation agrees to maintain the Athletic Fields and all improvements thereon, including the field house and restrooms, in a safe, clean and orderly condition, and to effect all repairs which are or may become necessary to any improvements on the Leased Premises, including repainting and replacements as necessary to maintain the improvements in a neat and well-kept condition. The Corporation further agrees to continuously maintain a contract with a qualified commercial landscaping service, which has been approved by the City, to provide for weekly maintenance of the Athletic Fields from March through September and for monthly maintenance from October through February during the Primary Term ("Service Contract"). The Service Contract must, at a minimum, provide for mowing, fertilization, irrigation, re-vegetation of dead or dying grass or landscaping, pesticide and herbicide treatments, timely trash removal and other necessary maintenance to maintain the Athletic Fields in a neat and orderly condition. The Corporation will also perform any maintenance or service necessary to keep all landscaping in a good state of appearance, and to keep all trash picked up and secured in clean, enclosed trash receptacles. The Corporation shall provide a number of trash receptacles for convenient use by the public and to ensure sufficient capacity to hold the level of refuse generated by users of the Leased Premises. The Corporation shall reasonably adjust the number of receptacles and/or the frequency of disposal as necessary for the convenience of the public and cleanliness of the Leased Premises as directed by the City based on complaints by the public or observed conditions.

b. The employment, compensation and supervision of any employees and the supervision of any volunteers necessary for the efficient operation of the Athletic Fields. All such employees or volunteers shall be employees and/or volunteers of the Corporation and not of the City.

c. The maintenance of records pertaining to the management and operation of the Leased Premises and preparation and filing of all tax returns and forms in connection therewith. The Corporation shall allow any member of the City Council of the City, the City secretary or any other authorized representative of the City access to all books and records of the Corporation upon request.

d. The acquisition and maintenance of general liability insurance with limits of coverage of not less than $1,000,000 per occurrence and $2,000,000 aggregate, to include coverage for sexual abuse and sports excess accidents with the same minimum limits of coverage; directors and officers coverage with a limit of not less than $1,000,000 per occurrence; and crime coverage with a limit of not less than $35,000 per occurrence covering the Leased Premises and use thereof. The City shall be included as an additional insured in each such policy of insurance. Such insurance shall be maintained in full force and effect at all times during the term of this Agreement. The liability insurance required hereunder shall provide that it may not be terminated, changed or cancelled without thirty (30) days' prior written notice to the City. The City acknowledges and agrees that, at the time of execution of this Agreement, the City is carrying fire and extended coverage insurance covering the Park and the City agrees to maintain such insurance during the term of this Agreement. In the event that additional property insurance coverage becomes necessary as a result of improvements to the Leased Premises effected by the Corporation, the Corporation shall give written notice to the City of the improvements constructed and the fair market value of the improvements. The City shall be named as an additional insured in all insurance policies obtained by the Corporation, and the Corporation shall provide the City with a copy of any and all such polices

e. The payment of all bills, invoices and other obligations incurred in connection with the operation and maintenance of the Leased Premises.

f. The management of the use of the Leased Premises, including scheduling the use of the Athletic Fields by such organizations as may be approved by the City Council of the City in accordance with Section 12.2 of this Agreement. The Corporation shall coordinate with the City and the Western Hills Athletic Club prior to scheduling any large events, such as opening day ceremonies and tournaments, and shall not schedule any of such events on dates and times which would overlap with swim meets or City-sponsored park activities in order to avoid traffic congestion and parking space shortages which would result from two well-attended activities or events being scheduled at the same time. In particular, the scheduling of multiple games and athletic events shall be staggered or arranged in order to minimize, as practicable, the need for parking and the level of traffic arriving at or leaving such events.

g. Between July 1 and July 31 of each lease year during the Primary Term, or other date as agreed to by both parties, the Corporation shall meet with representatives of the City to: (i) discuss and evaluate the Corporation's progress during the lease year in achieving the capital improvement milestones set forth in this Agreement; and (ii) present to the City's representatives, a schedule of capital improvements to be completed in the upcoming lease year. The review will evaluate the Corporation's compliance with the

capital improvement plan and objectives. In addition to the above annual meeting the Corporation agrees to meet as frequently as requested by the City.

ARTICLE 6
TAXES

It is acknowledged that, at the time this Agreement is entered into, it is contemplated that the Leased Premises, as municipal property, shall be exempt from all real property taxes and assessments. The parties agree to cooperate as necessary to maintain the tax-exempt status of the Leased Premises. However, in the event that, as a result of the Corporation's use of the Leased Premises, the Leased Premises become subject to any real property taxes and assessments, the Corporation covenants and agrees to pay all such taxes and assessments to the appropriate assessing authority as and when due. If the Corporation fails to pay any taxes and assessments as required, the Corporation shall be in default under this Agreement. The Corporation shall pay all taxes and assessments which may be imposed on any personal property of the Corporation which may be located on the Leased Premises.

ARTICLE 7
UTILITIES

The Corporation shall pay all utility charges for water, electricity and other utility services for the Leased Premises.

ARTICLE 8
CAPITAL IMPROVEMENTS

8.1 Athletic Field Capital Improvements. The City and the Corporation shall identify certain capital improvements that must be effected to the Athletic Fields at the sole cost and expense of the Corporation during the Primary Term of this Agreement. The Corporation agrees to keep records regarding all such expenditures and to make such records available to the City upon request. Corporation's investment in capital improvements to the Athletic Fields must be at least $5,000.00 during each year of the Primary Term ("**Minimum Improvement Investment**"). In the event actual capital improvement expenditures by Corporation in any given year of the Primary Term are less than the Minimum Improvement Investment, the difference between Corporation's actual expenditures and the Minimum Improvement Investment will be held by the Corporation and not used except for capital improvements to the Athletic Fields in the next year of the Primary Term in addition to the Minimum Improvement Investment for that Lease year. Capital improvement expenditures may be so carried forward every other year, so that the full Minimum Improvement Investment accrued shall be expended not less frequently than every other year. The City and the Corporation shall rely on the principles set out in the attached Exhibit "C" for clarity in determining whether an expenditure constitutes a capital improvement or a maintenance expense for the purpose of determining compliance with the requirement of Minimum Improvement Investments.

8.2 Park Improvements/Amendment of Master Plan.

The City may amend its master plan for improvement of the Park from time to time. The Corporation agrees to make at its expense such minor changes (as hereinafter defined) in its improvements of the Athletic Fields as are needed to carry out any amendment of the City's master plan. In addition, the parking plan component of such master plan may require the relocation of fences and backstops which define the Athletic Facilities. If the Corporation has then paid the Minimum Improvement Investment for the year of any required changes, the City may pay or cause to be paid the money to relocate fences and backstops made necessary by any changes and the Corporation shall repay those funds up to a maximum of $5,000/year until repaid in full in each of the next year(s) that it has not fulfilled the capital expenditure requirement set out in 8.1.

8.3 Cooperation. The Corporation acknowledges that the City may apply for matching grant funds through the Texas Parks and Wildlife Department for certain improvements to the Park. The Corporation agrees to cooperate with the City in the City's efforts to obtain any such grants, including keeping records regarding the value of any labor contributed by the Corporation's volunteers for improvements to the Athletic Fields.

8.4 Approval of Capital Improvements , Changes or Modifications to the Leased Premises.

a. Any capital improvement or other major change or modification which the Corporation desires to make to the Leased Premises must be approved, in advance, by the City Council of the City and must comply with the City of Rollingwood Code of Ordinances. For purposes of this subsection, the term "major" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) require a building permit, or (ii) exceed a total project cost or value of $1,000.00. The Corporation shall submit plans to the City detailing the proposed changes, shall provide a statement of the purpose for any such changes or modifications and obtain the written approval of the City Council prior to making such changes and/or modifications, which approval shall not be unreasonably withheld, conditioned or delayed.

b. Any and all minor changes and/or modifications which the Corporation desires to make to the Leased Premises must be approved in advance by the Mayor of the City. For purposes of this subsection, the term "minor" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) do not require a building permit or (ii) do not exceed a total project cost or value of $1,000.00. It shall not be necessary for the Corporation to submit detailed plans regarding such changes unless such plans are requested in writing by the Mayor.

c. The Corporation shall obtain any and all required written approvals prior to initiating any changes and/or modifications.

8.5 City's Ownership of Improvements. It is expressly understood and agreed that all permanent improvements, now on or hereafter placed by the Corporation on the Leased Premises and any and all fixtures of whatsoever nature at any time constructed, placed or maintained on any part of the Leased Premises by the Corporation shall become the property of the City and shall upon the Leased Premises at the termination of this Agreement.

ARTICLE 9
REPAIRS AND RESTORATION

9.1 Corporation's Duty to Repair

a. The Corporation accepts the Leased Premises in the condition that the Leased Premises are in on the date of this Agreement. The Corporation shall, as its sole cost and expense, keep and maintain the Leased Premises, as well as any improvements, additions or fixtures added thereto or constructed by the Corporation, in good repair. At the termination of this Agreement, the Corporation shall deliver the Leased Premises, together with any improvements, to the City in a clean and sanitary condition, and in a good state of repair. It is acknowledged and agreed that any and all improvements to the Leased Premises undertaken by or on behalf of the Corporation are for the benefit of the Corporation and the Corporation does not act as agent of the City in connection with such work. Any claim of lien may attach only to the interest of the Corporation in the Leased Premises and not to the free title of the City.

b. Any and all major repairs which the Corporation desires to make to the structure of the Leased Premises must be approved in writing, in advance, by the City Council of the City. For purposes of this subsection, the term "major" shall refer to any and all repairs which exceed a total project cost or value of $1,000.00. The Corporation shall submit plans detailing the proposed repairs to the City prior to making such repairs.

c. Any and all minor repairs which the Corporation desires to make to the Leased Premises must be approved in advance in writing by the Mayor of the City. For purposes of this subsection, the term "minor" shall refer to any and all repairs which do not exceed a total project cost or value of $1,000.00. It shall not be necessary to submit detailed plans regarding such repairs unless such plans are requested by the Mayor.

9.2 City's Option to Repair. If the Corporation does not make any repairs required hereunder, or necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Board of Fire Underwriters or of any similar body, or that the City may deem necessary to prevent waste or deterioration of the Leased Premises, or necessary to make the Leased Premise safe or secure, the City may deliver written notice to the Corporation setting forth the repairs which the City requires. If the Corporation does not make such repairs within ten (10) days of the delivery of such notice, unless the time for effecting such repairs is extended in writing by the Mayor, the City or its representatives may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform and work therein which may be necessary. Further, the City or its representatives shall have the right to go on the Leased Premises and effect any repair which may be necessary in the event of an emergency or to correct a dangerous condition existing on the Leased Premises without notice to the Corporation. If the City makes repairs under this paragraph, the Corporation shall reimburse the City for the cost of making such repairs upon demand. Nothing herein contained shall imply any duty on the part of the City to do any work which, under any provision of this Agreement, the Corporation may be required to do and shall not constitute a waiver of the Corporation's default in failing to do such work. No exercise by the City of any rights reserved in this paragraph shall entitle the Corporation to any damage for any injury or inconvenience occasioned as a result of such work.

9.4 Mechanic's Liens

a. The Corporation shall not permit any mechanics' liens or other liens to be filed against the Leased Premises nor against the Corporation's leasehold interest in the land or any improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Leased Premises or any part thereof through or under the Corporation.

b. If any such mechanics' liens or materialmen's liens are recorded against the Leased Premises or any improvements thereon, the Corporation shall cause the same to be removed or, in the alternative, if the Corporation in good faith desires to contest the lien in question, the Corporation may do so, but in such case the Corporation shall be required to post adequate security acceptable to the City and shall indemnify and save the City harmless from all liability for damages occasioned by such lien and shall, in the event of a judgment of foreclosure on said mechanics lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 10
CONDEMNATION

If the Leased Premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any such action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement shall immediately terminate and any award or consideration for such transfer shall be and remain the sole property of the City.

GIRLS SOFTBALL LEASE AGREEMENT

ARTICLE 11
CASUALTY DESTRUCTION/INDEMNIFICATION

11.1 Destruction. If the Leased Premises are damaged by fire or other insured casualty loss which is not caused by the negligence, misuse or fault of the Corporation or the Corporation's agents, guests or invitees, the Corporation shall give immediate notice to the City and the City shall cause the damage to be repaired with reasonable promptness; however, the time period for repair shall not begin until insurance proceeds are received by the City. If the casualty loss renders the Leased Premises totally unusable by the Corporation, will require the expenditure of funds of the City other than insurance proceeds, or will require greater than (2) two months to repair, either the City or the Corporation may terminate this Agreement by giving written notice to the other party at any time prior to completion of repairs, or the parties may elect to continue this Agreement in effect.

11.2 Indemnification of the City. The City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvement thereon, or in any equipment or other facility therein, or caused by or arising from any act or omission of the Corporation, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of the Corporation to maintain the premises in safe condition, or arising from any other cause whatsoever; and the Corporation hereby waives on its behalf all claims and demands against the City for any such loss, damages or injury of the Corporation and hereby agrees to indemnify and hold the City entirely free and harmless from all liability for any such loss, damage or injury of other persons and from all costs and expenses arising therefrom.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.1 Assignment. The Corporation may not assign this Agreement without the prior, written approval of the City, which may be withheld. Any transfer, assignment or sale of this Agreement by the Corporation without the City's prior, written consent shall be void and of no force or effect.

12.2 Sublease. The Corporation shall have the right to permit the use and occupancy of the Leased Premises, or portions thereof, by the approved youth athletic organizations set forth on Exhibit "B", attached hereto and incorporated herein by reference. The Corporation shall have the right to enter into subleases with the approved organizations set forth on Exhibit "B" and, with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, with other youth athletic organizations. All subleases shall be consistent with the provisions of this Agreement. No sublease shall operate to release the Corporation from its duty to perform all of its obligations under this Agreement.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Termination on Default.

a. If the Corporation:(i) fails to perform any covenant, condition or agreement required to be performed by the Corporation under this Agreement; or (ii) fails to use the Leased Premises for the operation of youth sports activities (taking into consideration the seasonal or periodic nature of such activity), and either such failure continues for a period of thirty (30) days after delivery by the City to both the Corporation and the last known address of the Western Hills Little League of written notice specifying the failure, or if the Corporation breaches any obligation to be performed by it under this Agreement that cannot be cured, the Corporation shall be deemed to be in default, and the City, without further notice of any kind, may, at its option, terminate this Agreement and any and all interest of the Corporation hereunder at once, or at any time after such default.

If the City exercises its remedy to terminate this Agreement, the City may then or at any time thereafter re-enter the Leased Premises and take complete and peaceful possession of the Leased Premises with or without process of law, and may remove all persons therefrom and, in such event, the Corporation covenants to peaceably and quietly yield and surrender the Leased Premises to the City. In the event of such a termination, neither party shall be under any further obligation to the other, except that the Corporation shall remain liable for the breach of any term, covenant or condition of this Agreement occurring prior to the date of termination.

b. Each and all of the remedies given to the City in this Agreement or by law are cumulative, and the exercise of one right or remedy by the City shall not impair the City's right to exercise any other right or remedy, and the Corporation hereby waives all claims or demands for damages that may be caused by the City in re-entering and taking possession of the Leased Premises as provided in this Agreement, and all claims or demands for damages that may result from the destruction of or injury to said Leased Premises and all claims or demands for damages or loss of property belonging to the Corporation, or to any other person, firm or corporation in or upon the Leased Premises at the time of such re-entry.

ARTICLE 14
GENERAL PROTECTIVE PROVISIONS

14.1 Right of Entry and Inspection. The Corporation shall permit the City or City's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection or of maintaining, repairing, improving or altering the Leased Premises.

14.2 No Partnership. The relationship between the City and the Corporation at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

14.3 No Waiver. No waiver by the City of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

14.4 Bankruptcy. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. 101, et. seq. (the "Bankruptcy Code"), (a) any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City and shall not constitute property of the Corporation or of the estate of the Corporation within the meaning of the Bankruptcy Code; and (b) such person or entity shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

14.5 Use Clause. The Corporation agrees not to use the Leased Premises or any building situated upon the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the County of Travis, the City or any other lawful authority having jurisdiction over the Leased Premises.

ARTICLE 15
MISCELLANEOUS

15.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15.2 Notices. All notices, demands or requests from one party to another party may be personally delivered or sent by certified mail, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

To the City: City of Rollingwood
403 Nixon Drive
Austin, Texas 78746
Attn: Mayor

To the Corporation: Western Hills Girls Softball Program, Inc.

With copy to: Dick Schmidt
5410 Bee Caves Road
West Lake Hills, Texas 78746

Telephone No. (512) 329-8700

dickschmidt@sbcglobal.net

Either party shall have the right to change its address(es) for notice under this Agreement by delivery of written notice in accordance with Section 15.2

15.3 Texas Law to Apply. This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

15.4 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.5 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

15.6 Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 Attorney's Fees. If the City or the Corporation breach any of the terms of this Agreement whereby one party employs attorneys to protect or enforce its rights hereunder and prevails, then the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees incurred in the process.

15.9 Time of Essence. Time is of the essence in the performing of all obligations under this Lease.

GIRLS SOFTBALL LEASE AGREEMENT

15.10 Headings. The headings in each of the paragraphs of this Agreement are for convenience only and are not to be construed as part of the sections of this Agreement for any reason whatsoever.

15.11 Severability. Invalidation of any or more of the covenants, restrictions, conditions or provisions contained in this Agreement, or any part hereof, shall in no matter affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

15.12 Restrictive Covenants Controlling. Nothing contained in this Agreement shall be deemed or construed to modify, revise, amend or in any way alter the restrictive covenants contained in that one certain Warranty Deed, dated May 28, 1993, from The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hill, Inc., a Texas corporation, Grantor, to the City of Rollingwood, Texas, a municipal corporation situated in Travis County, Texas, Grantee, recorded in Volume 11946, Page 1984, Real Property Records of Travis County, Texas, as the same may hereafter be amended from time to time. In the event of any conflict between the provisions of this Agreement and the terms of such restrictive covenants, the provisions of the restrictive covenants shall control and the conflicting provision of this Agreement shall be deemed invalid and shall be severed from this Agreement in accordance with Section 15.11 hereof.

15.13 Exhibits. The following exhibits are incorporated into this Lease for all purposes:

Exhibit "A" - Description of Athletic Fields
Exhibit "B" - Approved Youth Athletic Organizations

Exhibit "C" - Guidance Regarding Capital Improvements

THIS AGREEMENT has been executed by the parties effective on the date and year first above written.

LESSOR

City of Rollingwood, Texas

By: _____

Thom Farrell, Mayor

Western Hills Girls Softball Program, Inc.

By: _____

Dick Schmidt

Its: Vice President

EXHIBIT "A"

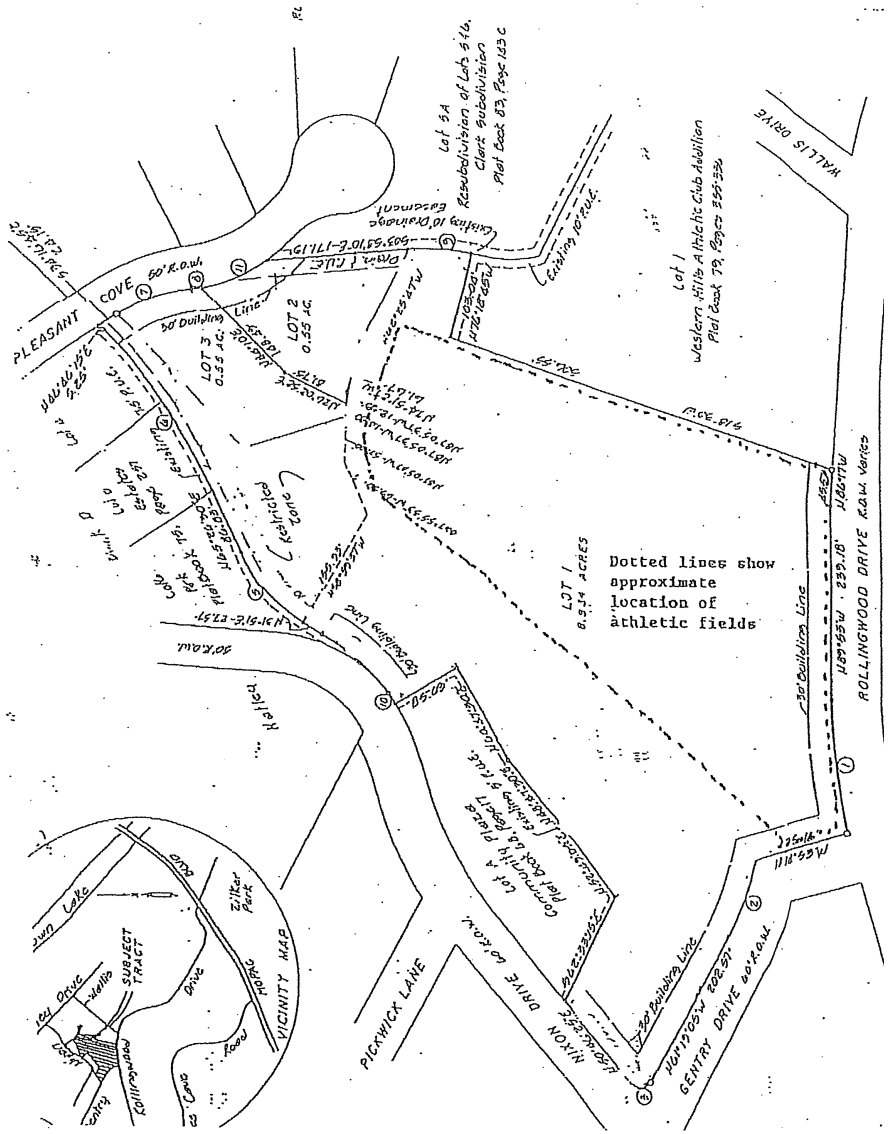
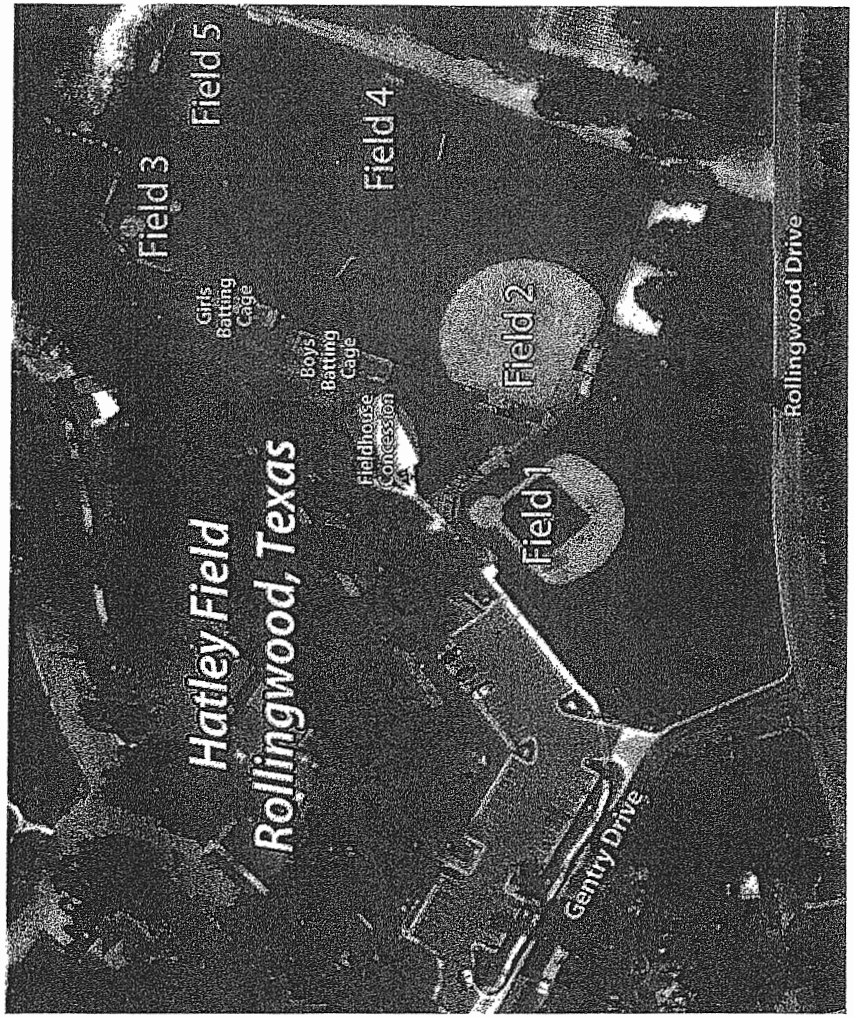


Exhibit A - 1.

Field Depiction



GIRLS SOFTBALL LEASE AGREEMENT

EXHIBIT B

Youth Athletic Organizations Approved for Sublease:

1. Western Hills Little League
2. Westlake Youth Soccer Associations
3. Westlake Pop Warner
4. Westlake Youth Lacrosse
5. Lonestar Soccer Club
6. i9 Sports

General Principle of Capitalization:

The IRS indicates what constitutes a real property capital improvement as follows:

- Fixing a defect or design flaw
- Creating an addition, physical enlargement or expansion
- Creating an increase in capacity, productivity or efficiency
- Rebuilding property after the end of its economic useful life
- Replacing a major component or structural part of the property
- Adapting property to a new or different use

The proposed regulations require capitalization of amounts paid to acquire, produce, or improve tangible real and personal property, including amounts paid to facilitate (closing costs) the acquisition of tangible property. Amounts paid to repair and main property and equipment are deductable if those amounts are not required to be capitalized under §1.263(a)-3, which states in part that any amounts paid for permanent improvements or betterments made to increase the value of such property must be capitalized. Under the proposed regulations these improvement standards are applied to the building itself and individually to its structural components such as heating and ventilation, plumbing, electrical, fire protection and security systems and escalators and elevators. Also the new regulations will allow the dispositions of component parts of a building resulting in the recognition of a gain or loss upon the retirement of such component.

The proposed regulation also provides a "safe harbor" for routine maintenance. It indicates that recurring activities (inspection, cleaning, testing, replacing parts, and so on) that are expected to be performed as a result of the use of property to keep the property in its ordinarily operating condition aren't capital improvements. The activity is considered routine if, at the time the property was placed in service, the taxpayer reasonably expected to perform the activity more than once during the property's life.

The following table summarizes many of the factual considerations used by the courts. These factors, although not exhaustive, should be considered in your analysis to distinguish between capital expenditures and deductible repairs.

Capital	Repair
Improvements that "put" property in a better operating condition	Improvements that "keep" property in efficient operating condition
Restores the property to a "like new" condition	Restores the property to its previous condition
Addition of new or replacement components or material sub-components to property	Protects the underlying property through routine maintenance
Addition of upgrades or modifications to property	Incidental Repair to property
Enhances the value of the property in the nature of a betterment	
Extends the useful life of the property	
Improves the efficiency of the property	
Improves the quality of the property	
Increases the strength of the property	
Increases the capacity of the property	
Ameliorates a material condition or defec	
Adapts the property to a new use	
Plan of Rehabilitation Doctrine	

EXHIBIT "C"

SURVEY

ROLLINGWOOD PARK SURVEY

The 2016 survey gave us a lot of good information about the needs and desires of the community that will be used to inform the future Master Plan and recommendations for the Park. The purpose of this survey is to confirm what we already know, clarify assumptions and glean more in-depth opinions on specific topics. The information you provide on this survey will be used by the design team to create a parkspace that will cater to the community. We appreciate you taking the time to join us!

PRIORITY PROJECTS

According to the 2016 survey, priority projects for the park redesign are:

- add crosswalks
- improve informal parking area
- replace lower playground equipment and swings, and consider ADA accessibility
- protect and preserve green space
- expand special community events in park
- improve off leash pet areas

DEMOGRAPHIC INFORMATION

Do you (**circle 1**): live in Rollingwood OR commute to use the park

How often do you frequent the park (**circle 1**): daily weekly monthly bi-annually

your age: # of dogs in your family:

your children's age(s): # of children in your family:

VISION

Which vision statement for the park aligns most with your own? (**choose 1**)

- ◯ A **civic core**, providing opportunities for **play** and **education** for residents of **all ages**. It embodies the values of the community by providing a **safe**, **approachable** and **flexible** greenspace.
- ◯ The **active heart** of the community, providing residents access to both **nature** and **recreation**. It reflects the values of the community by providing an **authentic** and **accessible** refuge that is **home** to **everyday** and **extraordinary activities**.
- ◯ An **inviting** and **central gathering** space, whose design and brand is **community-driven**, **cohesive** and **identifiable**. The parkspace provides options for **multi-generational** residents and **visitors** to **explore**, **exercise** and partake in **programmed events**.

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GUIDING PRINCIPLES

Which themes for the park redesign are most important to you? (**choose 3** + add any that are missing)

- ◯ improved programming layout
- ◯ embodies the identity of the community
- ◯ multi-generational activities
- ◯ civic space for gathering and events
- ◯ sustainability and environmental education
- ◯ native plantings and increased tree canopy
- ◯ utilizes space efficiently and effectively
- ◯ cohesive plan that connects with context
- ◯ improved drainage patterns
- ◯ ability to generate revenue
- ◯ other:
- ◯ other:

IDENTITY

Which words best describe the identity of the park? (**choose 3** + add any that are missing)

- ◯ safe
- ◯ community heart
- ◯ approachable
- ◯ laid back
- ◯ convenient
- ◯ quiet
- ◯ walkable
- ◯ place to play
- ◯ clean and well-maintained
- ◯ community sports center
- ◯ great open space
- ◯ small park
- ◯ natural
- ◯ other:
- ◯ other:

IDEAS!

What is missing at the park? Describe something you have seen elsewhere that you think would be a good fit here in Rollingwood.

ADDITIONAL THOUGHTS, CONCERNS, FEEDBACK

List any additional thoughts about the park. We want to hear from YOU!

Thank you for participating!

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figure 26 | survey from November 2017 workshops

ROLLINGWOOD PARK MASTER PLAN WORKSHOP AGENDA

NOVEMBER 2, 2017	LOCATION
– session 1: 11:30 - 1:30 pm	Rollingwood City Hall
– session 2: 7 - 9 pm	Council Chambers
	403 Nixon Dr, Austin, TX 78746
	512.327.1838

FACILITATORS

Nudge Design

- Brian Ott, principal
- Philip Koske, principal
- Jessica Zarowitz, PLA
- Alice Kirchoff, landscape designer

SCHEDULE

15 minutes	introduction + split into 3 groups (violet, teal, orange)
30 minutes	violet at A, teal at B, orange at C
30 minutes	violet at B, teal at C, orange at A
30 minutes	violet at C, teal at A, orange at B
15 minutes	wrap up + next steps

STATIONS

3 stations, 30 minutes per each:

A - table map (connections, identity + play) - *led by Philip*

B - table map (sports fields, activities + dog play) - *led by Brian*

C- wall (visual preference survey, existing conditions + survey) - *led by Jessica*

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figure 27 | agenda from November 2017 workshops

VISUAL PREFERENCE SURVEY

We want to know what you like! What's your style? What materials do you prefer? What activities do you like best?

*Please use the post its to indicate what you images resonate with you most on each board. You will have **10 per board**, so use them wisely. If there are different categories on the board (indicated on the left edge) try to spread your selections out so you are able to weigh in on each subject matter. There are pens available if you would like to write a specific comment that relates to the image.*

And most importantly, if you have questions, ask! We are here to help.

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S.W.O.T. ANALYSIS

Help us map Rollingwood Park's STRENGTHS, WEAKNESSES, OPPORTUNITIES and THREATS. You, the users, know best, so we would like to hear from you about what you like on site, what is not working and needs improvement and what ideas you have to make the park a better community asset.

Please use the post it notes as follows:

- *green = strength*
- *red = weakness or threat*
- *yellow = opportunity*

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figure 28 | VPS + SWOT explanation from November 2017 workshops

VISUAL PREFERENCE SURVEY

SIGNAGE



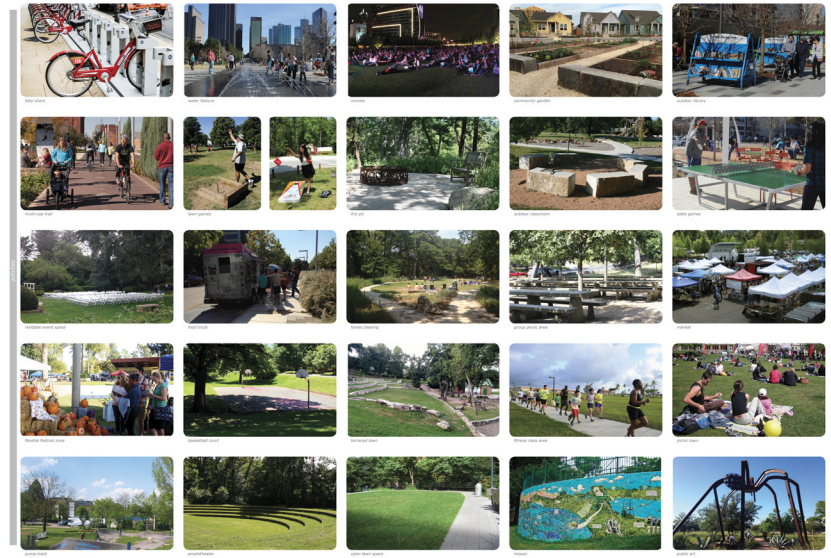
VISUAL PREFERENCE SURVEY nudgedesign

MATERIALS + PLANTING



VISUAL PREFERENCE SURVEY nudgedesign

ACTIVITIES



VISUAL PREFERENCE SURVEY nudgedesign

PEOPLE + PUPPY PLAY



VISUAL PREFERENCE SURVEY nudgedesign

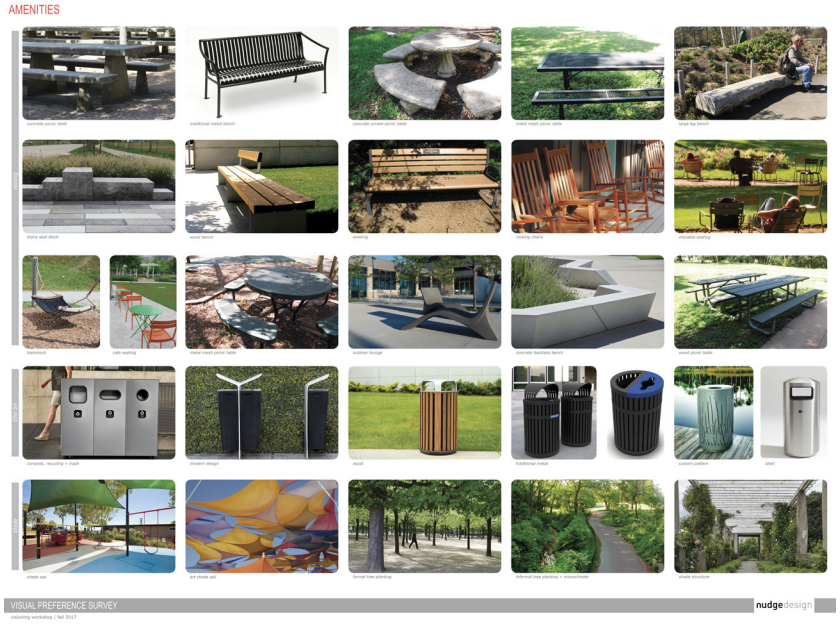






figure 29 | visual preference boards from from November 2017 workshops

COMPARABLE DOG PARKS

DOG PARKS

Through a review of previous engagement outcomes, interaction with key stakeholders and on-site observation, it became apparent that proper planning for people and dogs at the Park was necessary. An analysis of local dog parks was completed in order to better understand the spatial needs and preferred environment for dogs and their owners. A comparison of three heavily used Austin dog parks was prepared and employed during the Rollingwood Park Master Plan process.

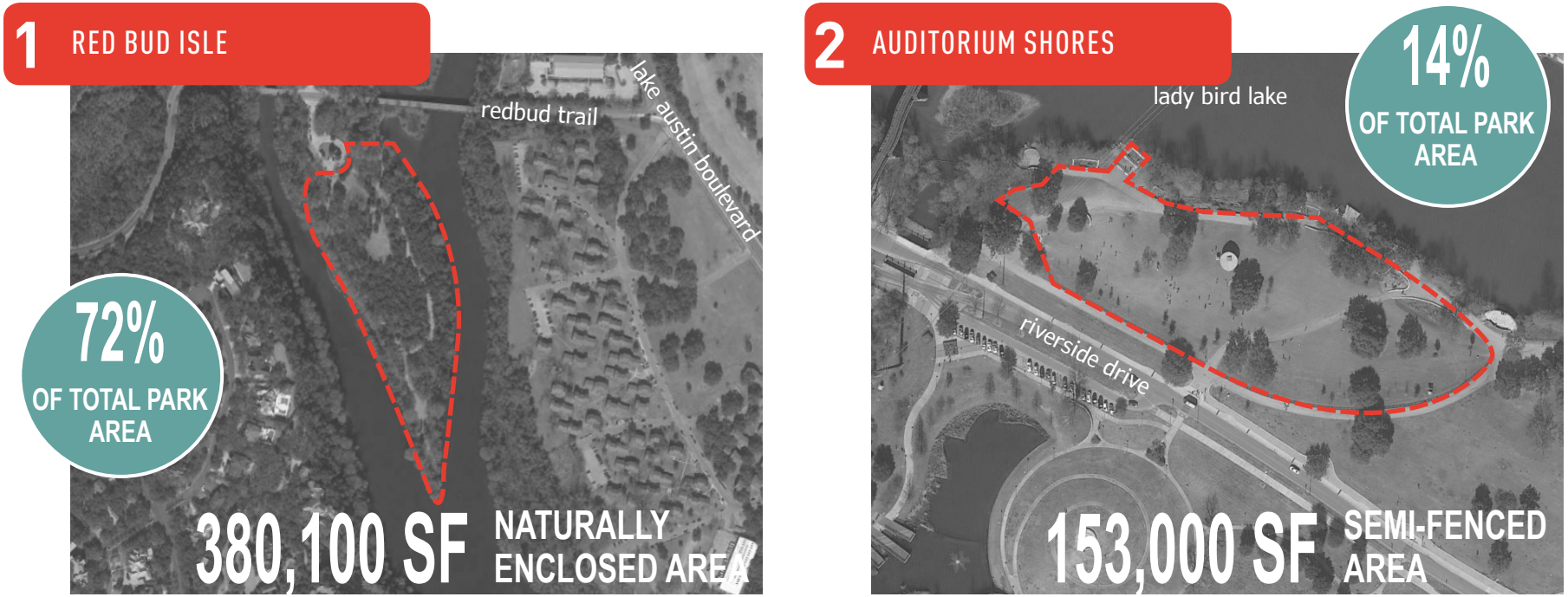


figure 30 | dog park comparisons

3 WEST AUSTIN PARK



4 NORWOOD ESTATE DOG PARK



N

NTS

RED OPTION

The Red Option utilizes existing sports field infrastructure and aims to improve the space and experience around the two main fields. This plan proposes to reclaim field space in order to provide more room for open green space, flexible and usable for free play and organized sports such as soccer, frisbee and flag football. On the east edge of the park is a dog run, a fenced area for off leash pets, and limited informal parking. This plan includes a nature trail zone for exploration and adventure play, amphitheater and area where a basketball court could be added.

The walking trail is improved and extended, providing a network of routes that kids, adults and seniors can use for exercise. In order to address drainage issues, a system of native and biofiltration gardens is proposed. These can be a community amenity, an education tool and would also serve a critical function, assisting with stormwater management and issues of erosion on-site.

The utilization chart highlights the major pros and cons of this plan. Compared to the Blue Option, here the flat open space is much less, while more of the sports field infrastructure is maintained at the upper park. This plan incorporates more nature trails but as a result, the off leash zone and kid's play is less than in the Blue Plan.

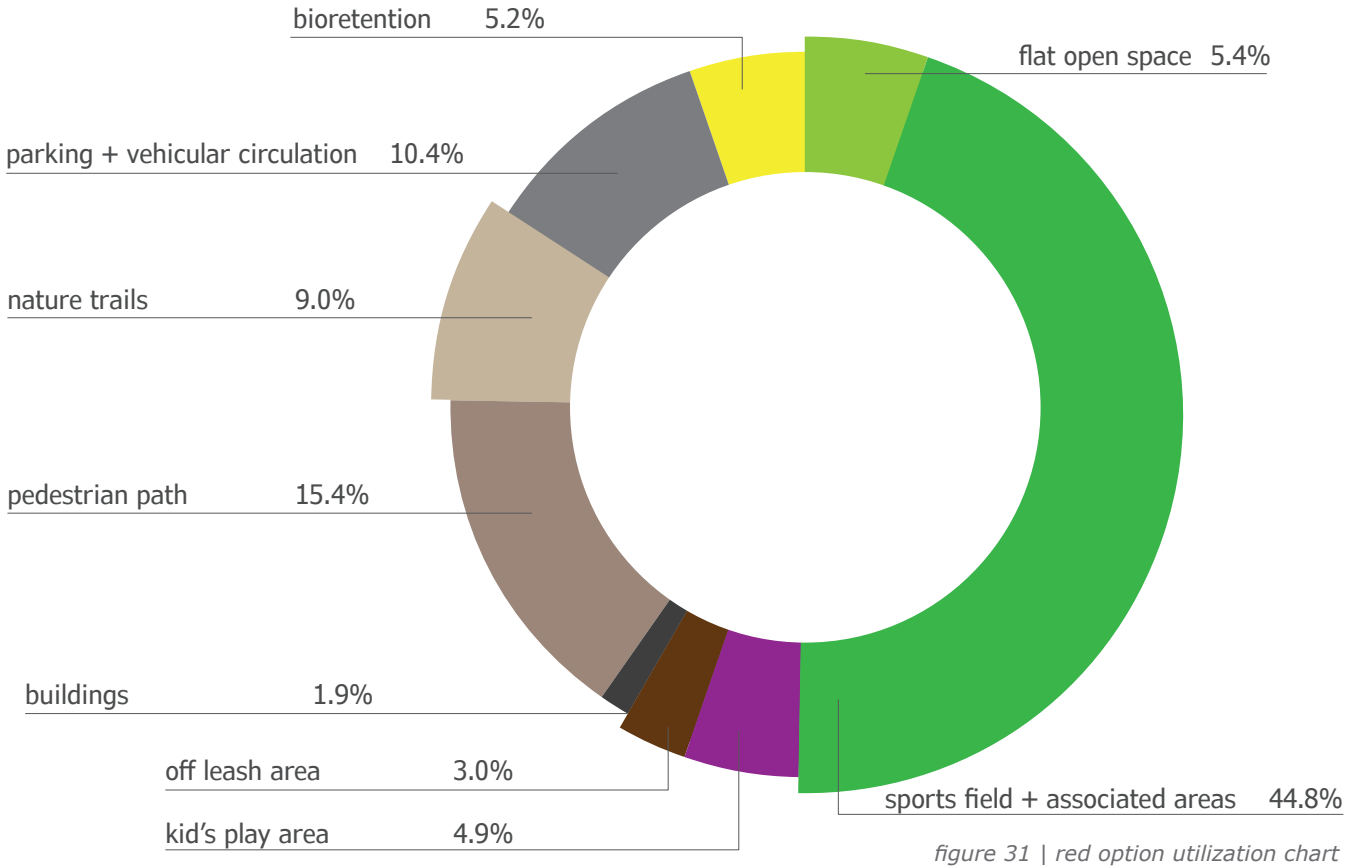


figure 31 | red option utilization chart



figure 32 | red option site plan

BLUE OPTION

Here, the ball field layout overlaps in order to accommodate a wider variety of organized and unprogrammed activities. By consolidating the field layout, the community gains a vast passive green space that can become a true community gathering space. This space, located on the Gentry and Rollingwood Drive edge, will become the new visual identity for the park.

In this plan, informal parking on the east edge is replaced with a drop off and turnaround. The northeast corner becomes home to a dog park with terraces, tree shade and agility activities. Similar to the Red Option, the trail and garden network are expanded. Additionally, signage and furniture take on a unified aesthetic and public art is incorporated into key nodes.

The utilization chart shows an increase in flat open space, flexible greenspace that can be used for events, all sports, free play and passive activities like picnicking. Measures for buildings, bioretention, parking + vehicular circulation and pedestrian path, remain the same. In this option, a large nature trail area is diminished but kid's play and off leash area for dogs is much greater.

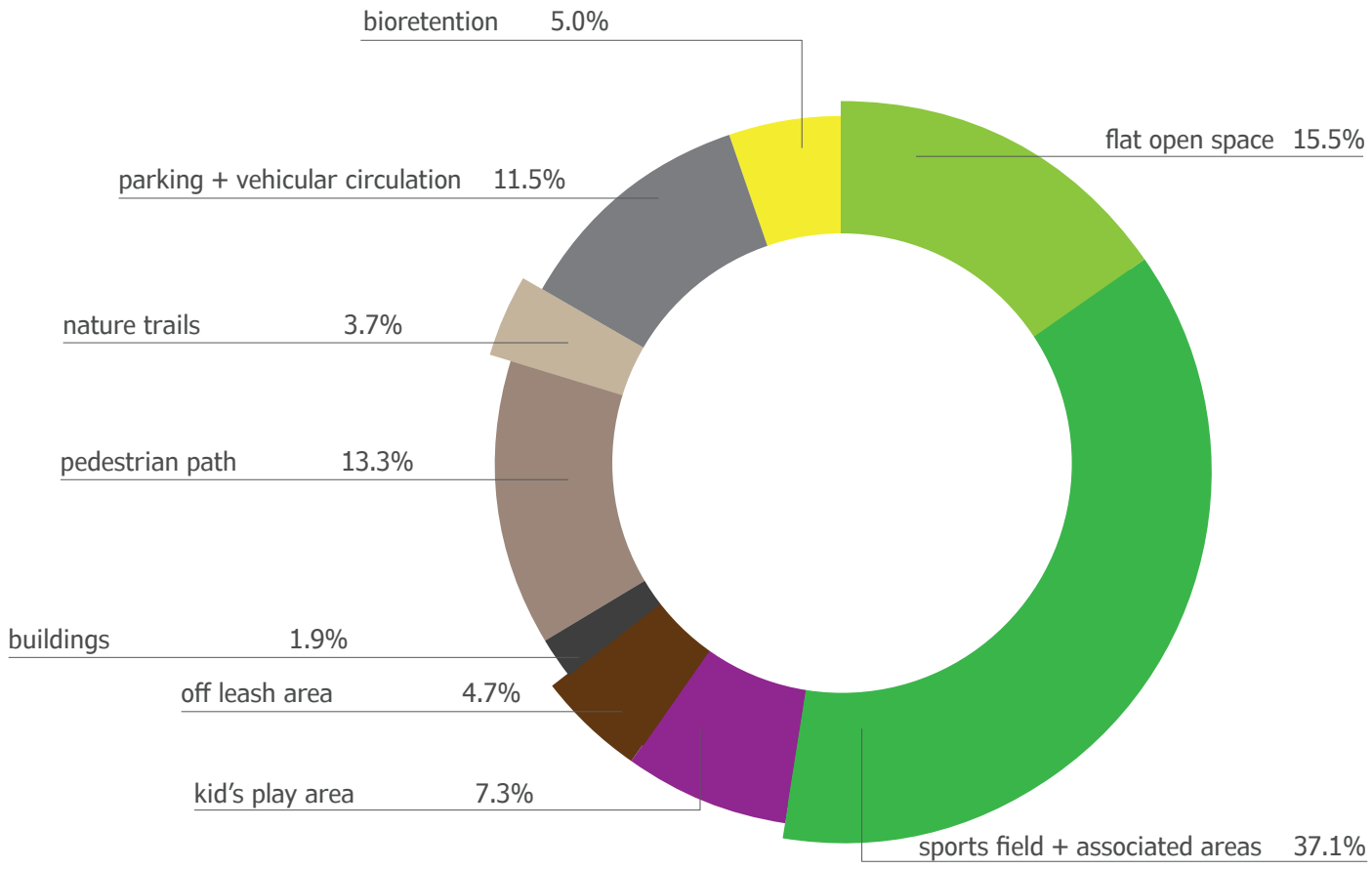


figure 33 | blue option utilization chart



figure 34 | blue option site plan

UPPER FIELD STUDIES

During the Master Plan phase of work there were several key components that received consensus in their inclusion in the park and the community benefits that they provide. Among those were:

- Extended trails and long term maintenance of the walking trails
- Activities for older children
- Nature trails
- Cohesive park signage
- Additional play opportunities within the park
- Continued native plantings and tree/canopy establishment

In addition to the consensus items there was focused dialogue related to the layout of the upper fields which led to the study of possible field configurations (Options 1, 2 and 3 attached). Based on public feedback and direction of the Park Commission these options were developed to study possible configurations of fields given the existing size and constraints of the park boundaries, topography, vegetation and need for parking.

The options depict the following:

- Option #1 - Keeps the existing field #1 in place and redevelops the remainder of the upper play field area
- Option #2 - Keeps the existing field #2 in place to create a multipurpose lawn at the corner of Rollingwood Drive and Gentry
- Option #3 - Rebuilds a permanent field in the rear of the upper park



figure 35 | upper field option 1

UPPER FIELD STUDIES



figure 36 | upper field option 2



figure 37 | upper field option 3

MULTIPURPOSE FIELD OPTIONS

A multipurpose field emerged as a strong community desire in the engagement process. These diagrams show standard sports field sizes and how they may be integrated into existing upper field layout. In all options, the baseball field (1) is untouched and the softball fields (2) infield remains intact. Options for modifications are as follows:

- Bases in the tee-ball and coach pitch fields 3, 4 and 5 are covered with turf or removable options are employed
- Remove the softball field's outfield fence and use temporary fencing for game days
- Remove the field 5 temporary backstop during baseball off-season
- Remove backstops for fields 3 and 4 and extend turf into the area currently used for informal parking

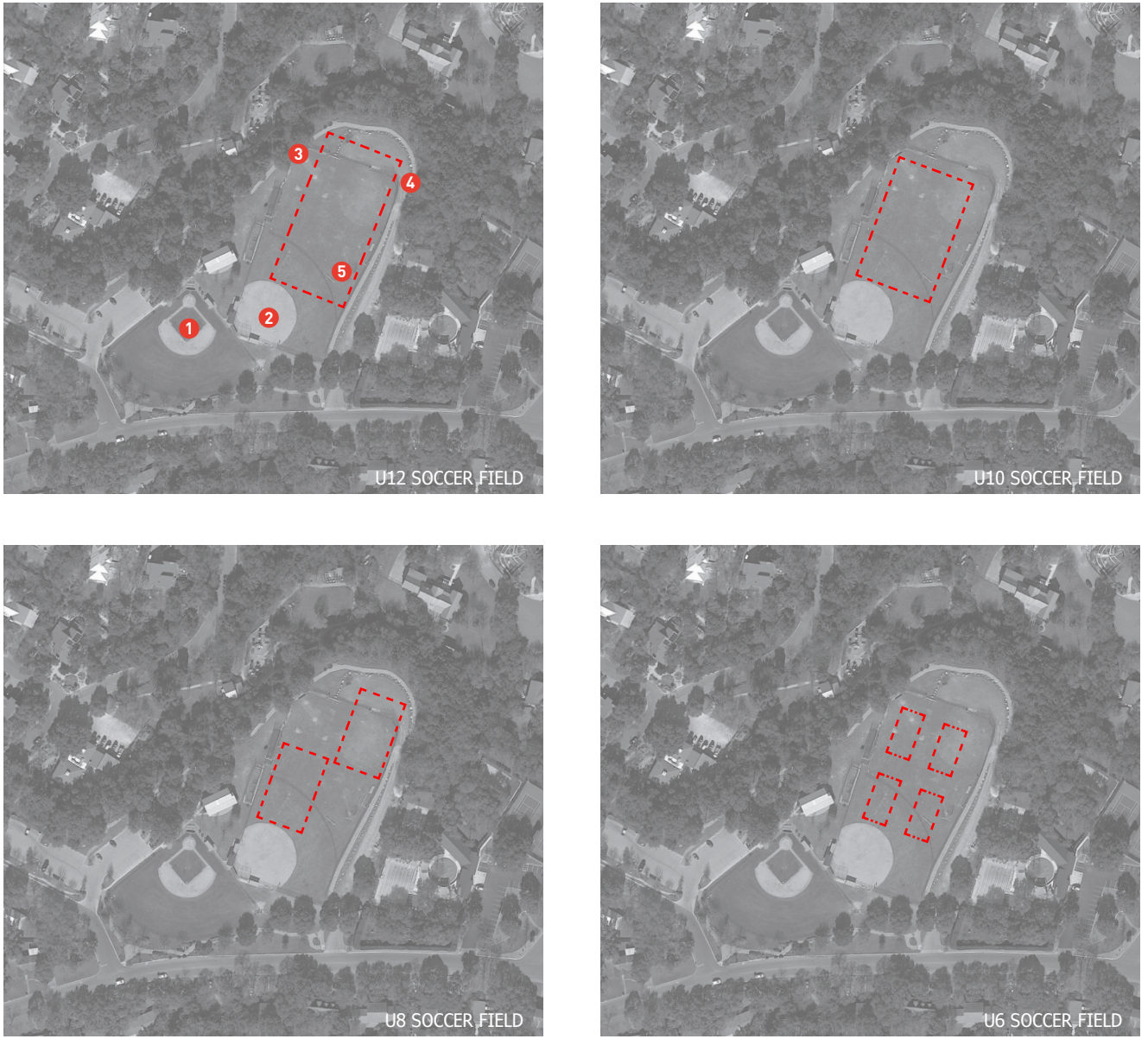
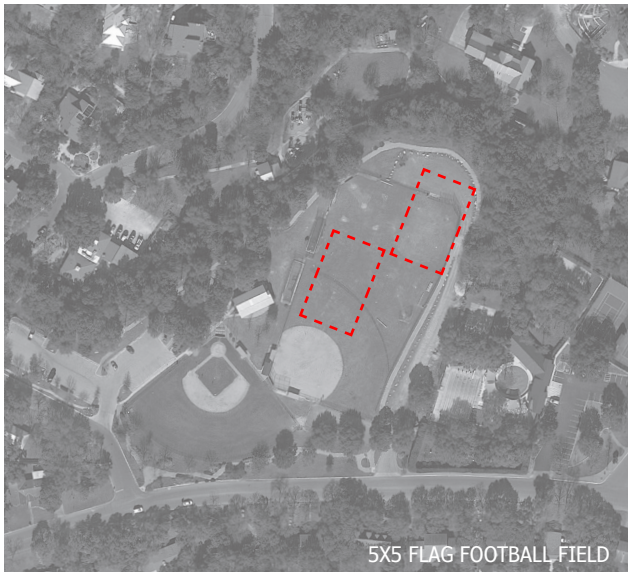
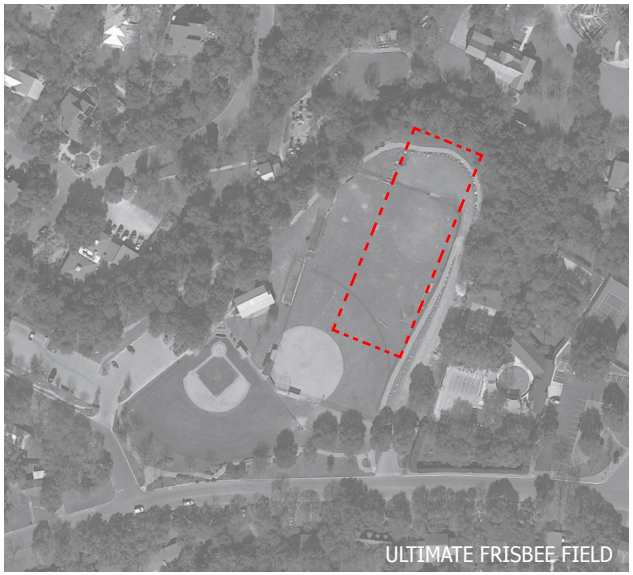
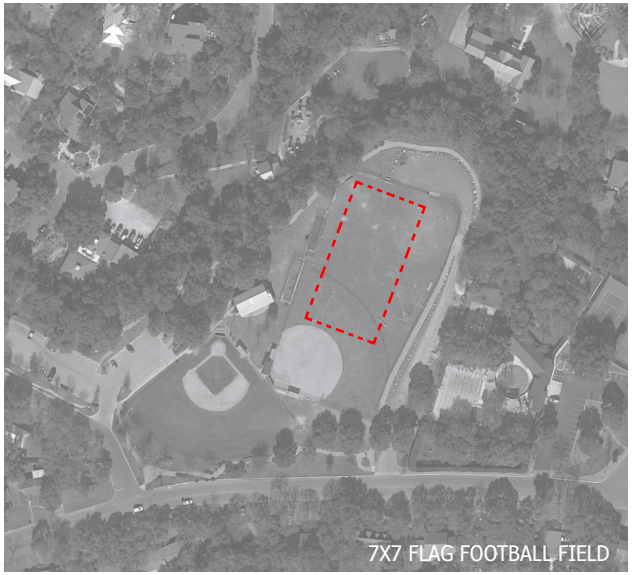
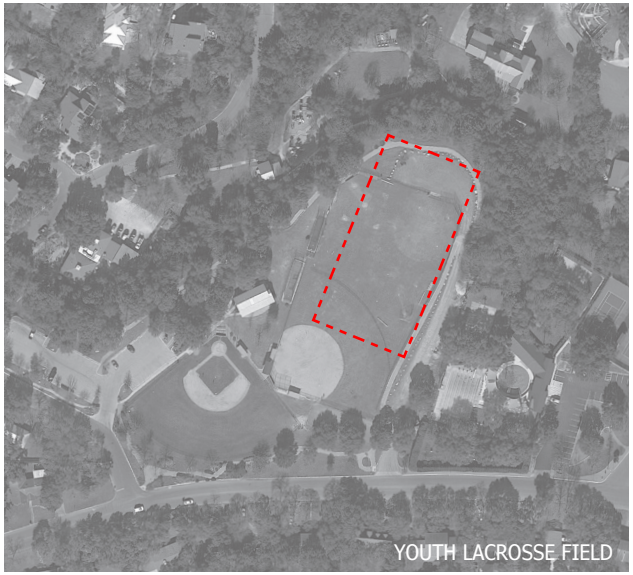


figure 38 | multipurpose field layouts


5X5 FLAG FOOTBALL FIELD


ULTIMATE FRISBEE FIELD


7X7 FLAG FOOTBALL FIELD


YOUTH LACROSSE FIELD

ACCESSIBILITY REPORT

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants
(512) 410-7059
4111 Medical Pkwy #.301, Austin, TX 78756

December 12, 2017

Philip Koske
Nudge Design

Project:
Rollingwood Park

Existing Conditions Site Assessment Report

Dear Philip:

The referenced project has been inspected and found not to be in compliance with some of the provisions of the Americans with Disabilities Act (ADA) as referenced in the 2010 Standards for Accessible Design.

If construction occurs to any portion of the site, compliance with the Texas Accessibility Standards must be met at that time in addition to the ADA. This report does not address any proposed alterations.

Please note, this determination does not address the requirements of the Architectural Barriers Act, Texas Government Code, Chapter 46, (P.L. 101-336), or any other state, local, or federal requirement.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Andrea LaCour at (512) 410-7059.

Sincerely,

Andrea LaCour, RAS #1313

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants
(512) 410-7059
4111 Medical Pkwy #301, Austin, TX 78756

Site Assessment Report

Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

Inspection Date: November 17, 2017

Altura Project No: 17-253

PROJECT INFORMATION

Rollingwood Park

Description: Assessment of existing elements throughout the Rollingwood Park. The City Hall building and any amenities associated.

Scope: The scope of the project includes the requirements for the ADA as specified in the Standards for Accessible Design.

CLIENT INFORMATION

Philip Koske
Nudge Design

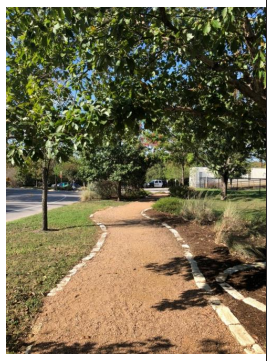
figure 39 | park accessibility report

NOTES:

1. The assessment did not include any assessment of City Hall or associated amenities.
2. The assessment did not include details of all elements on the site, such as the play equipment, bleachers, tables, all trash or pet dispensers/receptacles, etc.

COMMENT #1: NON-COMPLIANT

Accessible Route from Site Arrival Point
Along the route from the main parking lot to the Site Arrival Point along the dg trail, there are two protruding trees along the circulation path.





The facility must comply with the following:
307 Protruding Objects
307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

EXCEPTION: Handrails shall be permitted to protrude 4 1/2 inches (115 mm) maximum.

Advisory 307.2 Protrusion Limits. When a cane is used and the element is in the detectable range, it gives a person sufficient time to detect the element with the cane before there is body contact. Elements located on circulation paths, including operable elements, must comply with requirements for protruding objects. For example, awnings and their supporting structures cannot reduce the minimum required vertical clearance. Similarly, casement windows, when open, cannot encroach more than 4 inches (100 mm) into circulation paths above 27 inches (685 mm).

(See Figure 307.2 on the next page.)

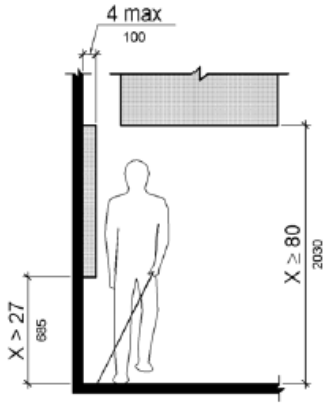


Figure 307.2 Limits of Protruding Objects

COMMENT #2: NON-COMPLIANT

Accessible Route from Site Arrival Point
Along the route from the Site Arrival Point of the Right-of-Way to the site, near the parking lot, where the dg ties-in to the concrete sidewalk, there is a cross slope of approximately 4%.

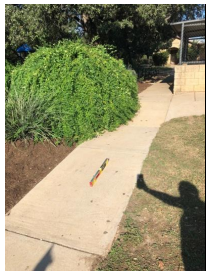


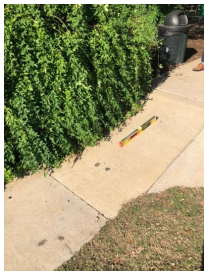


The facility must comply with the following:
403 Walking Surfaces
403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.

COMMENT #3: NON-COMPLIANT

Accessible Routes connecting all elements within the site
There are two sidewalk segments from the asphalt parking area to the adjacent baseball field. They have running slopes of 9.5% and 10.5%. No handrails are provided. This exceeds the maximum allowable running slope of an accessible route and a ramp.





The facility must comply with the following:
See reference code 403.3 in Comment #2.

COMMENT #4: NON-COMPLIANT

Accessible Routes connecting all elements within the site
The route from the asphalt parking lot to the upper play area has a portion with a 4% cross slope and the route has some maintenance issues on the decomposed granite.



The facility must comply with the following:
See reference code 403.3 in Comment #2.

COMMENT #5: NON-COMPLIANT

Accessible Routes connecting all elements within the site
At the lower play area- there are two routes from the pavilion, both of which are not compliant. One has non-compliant running slope and one has non-compliant cross slope. An additional connection piece has non-compliant cross slope as well. A minimum of one accessible route must be provided.



The facility must comply with the following:
206 Accessible Routes
206.2 Where Required.
206.2.2 Within a Site. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.

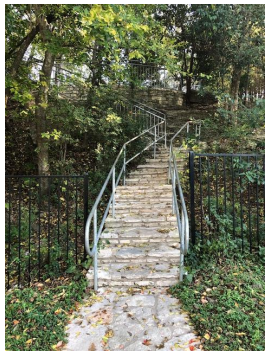
EXCEPTION: An accessible route shall not be required between accessible buildings, accessible facilities, accessible elements, and accessible spaces if the only means of access between them is a vehicular way not providing pedestrian access.

Advisory 206.2.2 Within a Site. An accessible route is required to connect to the boundary of each area of sport activity. Examples of areas of sport activity include: soccer fields, basketball courts, baseball fields, running tracks, skating rinks, and the area surrounding a piece of gymnastic equipment. While the size of an area of sport activity may vary from sport to sport, each includes only the space needed to play. Where multiple sports fields or courts are provided, an accessible route is required to each field or area of sport activity.

Rollingwood Park Existing Conditions Assessment **Project No:** 17-253

COMMENT #6: NON-COMPLIANT

Accessible Routes connecting all elements within the site
No accessible route is provided between the upper and lower portions of the park where stairs are provided.



The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

COMMENT #7: NON-COMPLIANT

Accessible Routes connecting all elements within the site
There is no accessible route from the upper parking to City Hall where the parking serves City Hall

The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

COMMENT #8: NON-COMPLIANT

Upper Parking
The concrete of the sidewalk in front of the accessible parking has excessive cross slope for approximately 120 feet.



The facility must comply with the following:
See reference code 403.3 in Comment #2.

Rollingwood Park Existing Conditions Assessment **Project No:** 17-253

COMMENT #9: NON-COMPLIANT

Upper Parking
In the asphalt parking lot, the accessible parking striping is washed away and barely visible. Ensure the markings for the accessible space and access aisle are clearly marked



The facility must comply with the following:
502 Parking Spaces
502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.
EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.

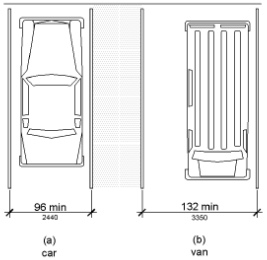


Figure 502.2 Vehicle Parking Spaces

COMMENT #10: NON-COMPLIANT

Upper Parking
In the asphalt parking lot, the accessible parking space signs are mounted at 53” where 60” is the minimum required to the bottom of the sign.



The facility must comply with the following:
502 Parking Spaces
502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

Advisory 502.6 Identification. The required "van accessible" designation is intended to be informative, not restrictive, in identifying those spaces that are better suited for van use. Enforcement of motor vehicle laws, including parking privileges, is a local matter.

COMMENT #11: NON-COMPLIANT

Lower Parking
Along the accessible route from the lower accessible parking space to the gazebo, there is approximately 130 feet of sidewalk with excessive cross slope and a protruding tree.



The facility must comply with the following:
403 Walking Surfaces
403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.

COMMENT #12: NON-COMPLIANT

Lower Parking
At the lower parking, the following violations were found:

a. There is no space indicated as van accessible
b. The identification sign is mounted too low
c. The space has a slope of 4% which exceeds the maximum allowable of 2%.



The facility must comply with the following:
208 Parking Spaces
208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9

501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

(See Advisory and reference codes on the following page.)

Advisory 208.2 Minimum Number. The term "parking facility" is used Section 208.2 instead of the term "parking lot" so that it is clear that both parking lots and parking structures are required to comply with this section. The number of parking spaces required to be accessible is to be calculated separately for each parking facility; the required number is not to be based on the total number of parking spaces provided in all of the parking facilities provided on the site.

See reference code 502.6 in Comment #10.

502 Parking Spaces
502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.

EXCEPTION: Slopes not steeper than 1:48 shall be permitted.

Advisory 502.4 Floor or Ground Surfaces. Access aisles are required to be nearly level in all directions to provide a surface for wheelchair transfer to and from vehicles. The exception allows sufficient slope for drainage. Built-up curb ramps are not permitted to project into access aisles and parking spaces because they would create slopes greater than 1:48.

COMMENT #13: NON-COMPLIANT

Restrooms
At the entry to the restrooms, there is a tree which is a protruding object.



The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #14: NON-COMPLIANT

Restrooms
At the restrooms, there is a lower drinking fountain mounted with the bottom edge at 26 ¼" where 27" is the minimum.

The facility must comply with the following:
306 Knee and Toe Clearance
306.3 Knee Clearance.
306.3.3 Minimum Required Depth. Where knee clearance is required under an element as part of a clear floor space, the knee clearance shall be 11 inches (280 mm) deep minimum at 9 inches (230 mm) above the finish floor or ground, and 8 inches (205 mm) deep minimum at 27 inches (685 mm) above the finish floor or ground.

602 Drinking Fountains
602.2 Clear Floor Space. Units shall have a clear floor or ground space complying with 305 positioned for a forward approach and centered on the unit. Knee and toe clearance complying with 306 shall be provided.

EXCEPTION: A parallel approach complying with 305 shall be permitted at units for children's use where the spout is 30 inches (760 mm) maximum above the finish floor or ground and is 3 1/2 inches (90 mm) maximum from the front edge of the unit, including bumpers.

COMMENT #15: NON-COMPLIANT

Restrooms
At the restrooms, the taller drinking fountain is a protruding object.

The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #16: NON-COMPLIANT

Restrooms
In the Men's restroom, the following violations were found:

a. The mirror is mounted at 41" where 40" is the minimum required.
b. The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
c. The hand dryer is a protruding object

The facility must comply with the following:
See reference code 306.3.3 in Comment #14.
603 Toilet and Bathing Rooms
603.3 Mirrors. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

Advisory 603.3 Mirrors. A single full-length mirror can accommodate a greater number of people, including children. In order for mirrors to be usable by people who are ambulatory and people who use wheelchairs, the top edge of mirrors should be 74 inches (1880 mm) minimum from the floor or ground.

606 Lavatories and Sinks
606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.
EXCEPTIONS:
1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
3. In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:
(a) the cabinetry can be removed without removal or replacement of the fixture;
(b) the finish floor extends under the cabinetry; and
(c) the walls behind and surrounding the cabinetry are finished.
4. A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
5. A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
6. The dip of the overflow shall not be considered in determining knee and toe clearances.
7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.
See reference code 307.2 in Comment #1.

COMMENT #15: NON-COMPLIANT

Restrooms
At the restrooms, the taller drinking fountain is a protruding object.

The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #16: NON-COMPLIANT

Restrooms
In the Men's restroom, the following violations were found:

a. The mirror is mounted at 41" where 40" is the minimum required.
b. The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
c. The hand dryer is a protruding object

The facility must comply with the following:
See reference code 306.3.3 in Comment #14.

603 Toilet and Bathing Rooms
603.3 Mirrors. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the finish floor or ground.

Advisory 603.3 Mirrors. A single full-length mirror can accommodate a greater number of people, including children. In order for mirrors to be usable by people who are ambulatory and people who use wheelchairs, the top edge of mirrors should be 74 inches (1880 mm) minimum from the floor or ground.

606 Lavatories and Sinks
606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.
EXCEPTIONS:
1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.
2. A lavatory in a toilet room or bathing facility for a single occupant accessed only through a private office and not for common use or public use shall not be required to provide knee and toe clearance complying with 306.
3. In residential dwelling units, cabinetry shall be permitted under lavatories and kitchen sinks provided that all of the following conditions are met:
(a) the cabinetry can be removed without removal or replacement of the fixture;
(b) the finish floor extends under the cabinetry; and
(c) the walls behind and surrounding the cabinetry are finished.
4. A knee clearance of 24 inches (610 mm) minimum above the finish floor or ground shall be permitted at lavatories and sinks used primarily by children 6 through 12 years where the rim or counter surface is 31 inches (785 mm) maximum above the finish floor or ground.
5. A parallel approach complying with 305 shall be permitted to lavatories and sinks used primarily by children 5 years and younger.
6. The dip of the overflow shall not be considered in determining knee and toe clearances.
7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance complying with 306.
See reference code 307.2 in Comment #1.

Rollingwood Park Existing Conditions Assessment **Project No:** 17-253

COMMENT #17: NON-COMPLIANT

Restrooms
In the Women's restroom, the following violations were found:

d. The mirror is mounted at 41" where 40" is the minimum required.
e. The sink is mounted with the bottom edge at 26.5" where 27" is the minimum
f. The hand dryer is a protruding object
g. The water closet flush controls are on the closed side



The facility must comply with the following:

See reference code 306.3.3 in Comment #14.

See reference code 603.3 in Comment #16.

See reference code 606.2 in Comment #16.

See reference code 307.2 in Comment #1.

604 Water Closets and Toilet Compartments
604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

Advisory 604.6 Flush Controls. If plumbing valves are located directly behind the toilet seat, flush valves and related plumbing can cause injury or imbalance when a person leans back against them. To prevent causing injury or imbalance, the plumbing can be located behind walls or to the side of the toilet; or if approved by the local authority having jurisdiction, provide a toilet seat lid.

COMMENT #18: NON-COMPLIANT

Sports Fields
There is not a compliant accessible route to any of the baseball fields or batting cages. There must be an accessible route provided to all sports fields.



The facility must comply with the following:
See reference code 206.2.2 in Comment #5.

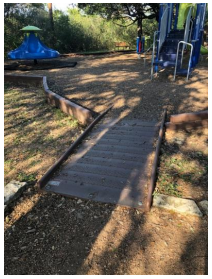
COMMENT #19: NON-COMPLIANT

Play areas
The play equipment was not assessed. Ensure the play components are accessible and comply with applicable requirements for elevated and ground level play components.

The upper play area has the following violations:

a. There is a vertical level change at the entrance
b. The entry ramp has excessive running slope
c. The surface material could not be verified to meet the ASTM requirements

The lower play area surface material could not be verified.



The facility must comply with the following:
406 Curb Ramps
406.2 Counter Slope. Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.



Figure 406.2 Counter Slope of Surfaces Adjacent to Curb Ramps

303 Changes in Level
303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.

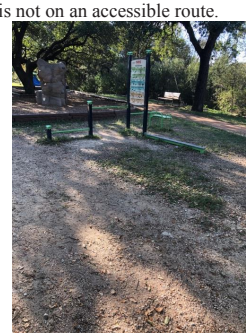


Figure 303.2 Vertical Change in Level

1008 Play Areas
1008.2 Accessible Routes.
1008.2.6 Ground Surfaces.
1008.2.6.2 Use Zones. Ground surfaces located within use zones shall comply with ASTM F 1292 (1999 edition or 2004 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

COMMENT #20: NON-COMPLIANT

Play areas
The exercise equipment is not on an accessible route.



The facility must comply with the following:
236 Exercise Machines and Equipment
236.1 General. At least one of each type of exercise machine and equipment shall comply with 1004.

Advisory 236.1 General. Most strength training equipment and machines are considered different types. Where operators provide a biceps curl machine and cable-cross-over machine, both machines are required to meet the provisions in this section, even though an individual may be able to work on their biceps through both types of equipment.

Advisory 236.1 General (Continued). Similarly, there are many types of cardiovascular exercise machines, such as stationary bicycles, rowing machines, stair climbers, and treadmills. Each machine provides a cardiovascular exercise and is considered a different type for purposes of these requirements

1004 Exercise Machines and Equipment
1004.1 Clear Floor Space. Exercise machines and equipment shall have a clear floor space complying with 305 positioned for transfer or for use by an individual seated in a wheelchair. Clear floor or ground spaces required at exercise machines and equipment shall be permitted to overlap.

Advisory 1004.1 Clear Floor Space. One clear floor or ground space is permitted to be shared between two pieces of exercise equipment. To optimize space use, designers should carefully consider layout options such as connecting ends of the row and center aisle spaces. The position of the clear floor space may vary greatly depending on the use of the equipment or machine. For example, to provide access to a shoulder press machine, clear floor space next to the seat would be appropriate to allow for transfer. Clear floor space for a bench press machine designed for use by an individual seated in a wheelchair, however, will most likely be centered on the operating mechanisms.

305 Clear Floor or Ground Space
305.6 Approach. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space.

Rollingwood Park Existing Conditions Assessment **Project No:** 17-253

COMMENT #21: NON-COMPLIANT

Accessories in the lower area
The following items are protruding objects:
a. The bracing of the pavilion is a protruding object
b. There is a protruding tree along the path.





The facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #22: NON-COMPLIANT

Accessories in the lower area
There are two drinking fountains meeting the lower requirements but no high drinking fountain. A minimum of 50% of the drinking fountains must be a high, including at least one.

The facility must comply with the following:
211 Drinking Fountains
211.2 Minimum Number. No fewer than two drinking fountains shall be provided. One drinking fountain shall comply with 602.1 through 602.6 and one drinking fountain shall comply with 602.7.

EXCEPTION: Where a single drinking fountain complies with 602.1 through 602.6 and 602.7, it shall be permitted to be substituted for two separate drinking fountains.

COMMENT #23: NON-COMPLIANT

Community Garden
The decomposed granite path to the community garden has maintenance issues for slopes and a change in level.



The facility must comply with the following:
302 Floor or Ground Surfaces
302.1 General. Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with 302.

EXCEPTIONS:
1. Within animal containment areas, floor and ground surfaces shall not be required to be stable, firm, and slip resistant.
2. Areas of sport activity shall not be required to comply with 302.

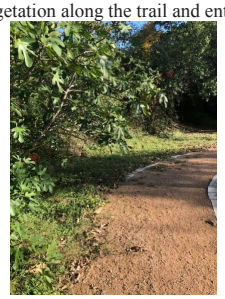
Advisory 302.1 General. A stable surface is one that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.

404 Doors, Doorways, and Gates
404.3 Automatic and Power-Assisted Doors and Gates. Automatic doors and automatic gates shall comply with 404.3. Full-powered automatic doors shall comply with ANSI/BHMA A156.10 (incorporated by reference, see "Referenced Standards" in Chapter 1). Low-energy and power-assisted doors shall comply with ANSI/BHMA A156.19 (1997 or 2002 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).

See reference code 303.2 in Comment #19.

COMMENT #24: NON-COMPLIANT

Community Garden
There is protruding vegetation along the trail and entrance to the community garden.



he facility must comply with the following:
See reference code 307.2 in Comment #1.

COMMENT #25: NON-COMPLIANT

Community Garden
In community garden, ensure the hose bib complies with operable parts and reach range requirements.

The facility must comply with the following:
308 Reach Ranges
308.3 Side Reach.
308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground.
EXCEPTIONS:
1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum.
2. Operable parts of fuel dispensers shall be permitted to be 54 inches (1370 mm) maximum measured from the surface of the vehicular way where fuel dispensers are installed on existing curbs.

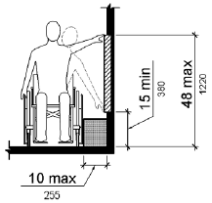
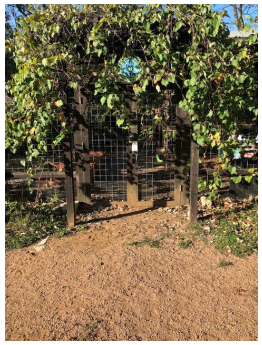


Figure 308.3.1 Unobstructed Side Reach

COMMENT #26: NON-COMPLIANT

Community Garden
The door to enter the community garden could not be verified to provide the required clear width of 32” in the open position.



The facility must comply with the following:
404 Doors, Doorways, and Gates
404.2 Manual Doors, Doorways, and Manual Gates.
404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).

EXCEPTIONS:
1. In alterations, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.
2. Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

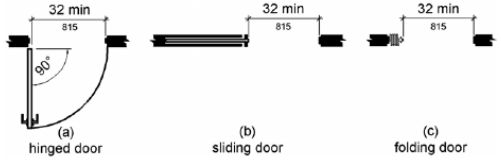


Figure 404.2.3 Clear Width of Doorways

COMMENT #27: NON-COMPLIANT

Community Garden
Ensure a minimum of one community garden plot is within an allowable reach range and on an accessible route. The surface material is mulch which is not a compliant accessible ground material.

The facility must comply with the following:
See reference code 308.3.1 in Comment #25.
See reference code 302.1 in Comment #23.

-END OF REPORT

Parks and Recreation

Citizen quote:
"Our park space is the heart and soul of our City."

Key Takeaways

- The Comprehensive Plan Strike Force did not engage in a new comprehensive plan for Rollingwood Park because the City had recently produced a Master Plan for the park (the 2018 Park Master Plan). The Strike Force elected to incorporate that Plan into this Comprehensive Plan and takes no position on the Plan's recommendations or conclusions. The 2018 Park Master Plan is attached and included with this chapter.
- The Strike Force did solicit resident input on parks and recreation generally and the results of its survey are summarized in this Chapter.
- The 2018 Park Master Plan recommendations include extending and improving the walking trail and making an accessible connection between the lower and upper park
- Strike Force parks & recreation recommendations include providing additional shade in Rollingwood Park and exploring the possibility of improving old Dellana Lane as a publicly accessible path.

Citizen Input on the Future of Rollingwood Park

If there is one thing that's certain about the residents of Rollingwood, it's that they love the Rollingwood Park. In surveys, residents described Rollingwood Park as "the heart and soul of our City," "a great asset to the community," and "the crown jewel of the neighborhood."

Residents were divided on whether to make significant changes to the park, with some reporting that it is "perfect as is," many others advocating for modest improvements, and some wanting a complete "overhaul" of the park similar to the recent renovations of many public parks in the City of Austin.

Many residents complained about the impact of league sports on park parking and accessibility, with some residents advocating for more open space while others asked for different sports fields to be added. Perhaps the issue that divided residents most was the use of the existing multipurpose field as a dog park when no youth sports are being played. Many residents feel that the existing off-leash dog use area is very important to the community, while others argued that dogs shouldn't play on the same fields as the youth sports league. No consensus emerged on the off-leash dog use issue in our surveys.

With respect to potential improvements, Rollingwood residents very much want additional shade to be provided in the park, including by tree planting. Residents also strongly support improving and expanding existing trails and sidewalks in the park. Residents were split on the idea of studying whether old Dellana Lane could be repurposed into a public trail, but more favored than disfavored the idea.

Recommendations for Parks and Recreation

- Add sources of shade to Rollingwood Park, including through tree planting
- Explore possibility of working with City of Austin and nearby neighbors to convert old Dellana Lane into a safe and publicly assessable hike and bike trail. (Long term: explore possibility of permitting golf cart use on pathway to connect residential areas with commercial corridor.)
- Improve and expand walking paths and sidewalks within Rollingwood Park
- The Strike Force took no position on the dog-park issues or concessions.

2018 Park Master Plan Recommendations

- Extend and improve walking trail and make an accessible connection between the lower and upper park
- Create multipurpose fields that allow for additional sports programming and unstructured play
- Assess and utilize on-street parking on all streets adjacent to the park
- Provide a separate off-leash dog area
- Expand programming opportunities for teenagers, adults, and seniors
- Create overall brand and identity for the park that reflects history of the park and community
- Focus on planting shade trees and maintaining existing canopy

Outlook

Hatley Fields

From Alexandra Robinette [redacted]
Date Thu 11/13/2025 11:46 AM
To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Thank you for distributing, Makayla.

Mayor, Council, Parks and RCDC:

I have enjoyed participating in a number of great projects in Hatley Park that are a benefit to our community. I helped with the trail 17 years ago when I first moved to RW and joined Park Commission. I appreciate the willingness of Parks, RCDC and Council to support and fund these improvements for our neighbors and our park.

I have been asked to help strategize with consultants on a new parking plan, which is also directly related to the plan for more trees. The new parking plan under review allows for the same number of cars that have been counted on the busiest game days, but in a consolidated lot that includes the small dirt lot between Fields 1 and 2, and the longer lot between Fields 2/3//4/5 and the WHAC. This opens up the opportunity to remove the parking lot at the north end and restore that as green space for any number of uses. There are many stakeholders in a park, but the primary goal should be green space and the enjoyment of nature in all its forms. Limiting cars should be the first priority once the basic needs are met, which has the added benefit of making the park safer. I will be making this case at the Parks Commission meeting on 11/18/25.

The cost of creating formal parking at the north end might prove to be prohibitive regardless, but leaving it in the current state of disrepair and unsightly paving would be unfortunate. I'm hoping there can be a conversation about what the best use of that area might become as we look at all these things holistically. I've heard from RCDC on a number of occasions that before we spend more money in the park, we should be mindful of everything we are doing and how we are best serving the community's interests, needs, and the long-term viability. I'm assume council has heard this request.

I initially felt that we could work around the permitter of our fields to address parking and trees, but if we get to a point that we want to add soil, sod and irrigation to the north lot, along with the proposal for a new irrigation system, and potentially new sod throughout, it seems like a good time to examine whether or not we want to put dogs back on mitigated soil where children are also playing. Similarly the challenge of even growing grass on heavy urinated soil is an on-going battle with nitrogen. There is a steady increase of usage for the off leash area, with 12-15 dogs rotating every 20-30 minutes during peak hours - that is somewhere around 50 dogs an hour, assuming two peak hours in the morning, one at lunch, and two more in the evening - potentially up to 250 dogs a day. That is a crap-ton of dog pee and poop every day. These numbers go up when Zilker Park is shut down during ACL and Trail of Lights.

I remember watching my kids and others occasionally sitting or laying on the ground during soccer practice (or even during games!) and plucking up the grass or playing with the dirt. Afterwards, snacks

ld get dropped on the ground, picked up and stuck in mouths. If I had a young child signed up to play T-ball, or if I was still walking with my kids to our neighborhood park to fly kites, kick the soccer ball, throw the football, or have a picnic in the grass, I would never even want to set foot on the acre shared with so many dogs. Currently T-ball and dogs are sharing just under an acre, and we have about 1.5 acres total to divvy up. Let's give the dogs their own fenced area that is always their own - keep chairs, toys, dog bowls and urine all to themselves, never get run off for practice or games, borrow some shade from the permitter of trees, and give the rest of the community access to their park.

Respectfully,
Alex Robinette
[redacted]

Outlook

Dog Park Flyer

From Alexandra Robinette [redacted]
Date Mon 11/17/2025 10:34 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Jeff [redacted] Alun Thomas <athomas@rollingwoodtx.gov>

Hi Makayla,

Apologies for the assault of emails… I would select option B or C.

Thank you,
Alex

Sent from my iPhone

Outlook

Dog Park Support

From Amy Rung [redacted]
Date Fri 11/14/2025 3:10 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Makayla,

Please forward to Council, Parks and RCDC.

Dear Council, Parks & RCDC,

We wanted to send a quick note of support for creating a dedicated off leash area for dogs at Hatley Fields that isn't shared with youth sports. We believe the dirt parking lot in the back near the trees—currently underused and unattractive—would be an ideal location for a dog park. It offers natural shade and could become a much more functional and welcoming part of the park.

A designated dog area would be a great improvement for the community, giving dogs a safe place to go during games and helping keep the ball fields cleaner and more enjoyable for kids.

Thank you for considering this. Let us know if there's anything we can do to help move it forward.

Amy & Pete Rung
[redacted]

Outlook

Mixed use park

From Andrea Sparks [redacted]
Date Sat 11/15/2025 12:19 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi there - not sure what options are on the table but this mixed use park is such a gem in our little neighborhood. Just want to support the current rules that dogs can come and play off leash. It's one of the most social places in Rwood every morning and evening and even in between!
Andrea
[redacted]

Outlook

Re: Mixed use park

From Andrea Sparks [redacted]
Date Mon 11/17/2025 4:18 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Thank you! I'd like to add that I think one of the proposals to split up the property to make a separate dog park is a great idea!
Andrea
[redacted]

> On Nov 17, 2025, at 4:10 PM, Makayla Rodriguez <mrodriguez@rollingwoodtx.gov> wrote:
>
> Hi Andrea,
>
> Thank you for your email. Your comment will be added to item 18 for the City Council meeting.
>
> Best,
>
> *Makayla Rodriguez*
>
> *City Secretary*
>
> **City of Rollingwood**
>
> (512) 327-1838
>
> www.rollingwoodtx.gov
>
> <Outlook vkbpmzic.png>

From: Andrea Sparks [redacted]
Sent: Saturday, November 15, 2025 12:18 PM
To: Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Subject: Mixed use park

Hi there - not sure what options are on the table but this mixed use park is such a gem in our little neighborhood. Just want to support the current rules that dogs can come and play off leash. It's one of the most social places in Rwood every morning and evening and even

in between!
Andrea
[redacted]

Outlook

Hatley fields 3, 4 and 5

From Angus Littlejohn III [redacted]
Date Mon 11/17/2025 8:07 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Good Morning Makayla and Alun,

I hope that you both enjoyed a nice weekend. I am asking that my email be forwarded to the City Council, RCDC and Parks Commission.

In response to the recent community dialogue regarding Hatley fields 3, 4 and 5 and the dog park, a Rollingwood citizen created a survey to poll residents about their opinion so that their views could be heard and shared with the City.

I am in favor of Option C in the survey which supports 0.4 acres for a dedicated dog park utilizing the back parking lot and some of the current fields from Hatley 3, 4 and 5.

Best,

Angus

Angus C. Littlejohn III
[redacted], Rollingwood, TX 78746
P: [redacted]
E: [redacted]

Outlook

Softball/Dog Park

From Anne Turner [redacted]
Date Mon 11/17/2025 5:52 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

As a longtime dog owner and Rollingwood resident I prefer option A) Status quo EXCEPT unless there is a reason I do not want to see the back parking lot paved.

NOTE:
1. I have seen the field impacted by trash such as snack remnants left on and by the field (by softball players and spectators?).
2. Yes, dogs, deer and other critters do poop on the field. However, dog owners are very responsible about picking up their dog's, as well as other owners' dogs, poop. What do softball parents tend to do about the poop of deer and other critters?
3. Paving the parking lot will increase runoff. Will this impact the downstream areas both in quantity and quality?

Thank you,
Anne Turner
[redacted].

Outlook

Hatley Fields

From Brad Walters [redacted]
Date Mon 11/17/2025 8:30 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Good morning, below are my rank order preferences. Could you please forward this information to city Council and the parks commission.

First choice - Option A, status quo,
Second - option D .6 acre Dog Park,
Third - option C .4 acre Dog Park,
Fourth - option B .25 acre Dog Park.

Thank you for your service to our community, Brad Walters

Outlook

Concerned resident of Rollingwood

From Bradley Goldsmith [redacted]
Date Mon 11/17/2025 9:03 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Good morning,

My name is Bradley Goldsmith, and I live at [redacted]. I am writing as a concerned parent of three young children and as a coach with Western Hills Little League.

Last spring, my daughter GG (9) played softball on the back fields, which currently serve as both athletic fields and an unofficial dog park. My son Owen (7) often wants extra practice time on those fields, but on several occasions we had to leave because the area was overrun with dogs. With 15 or more dogs present at times, I didn't want to risk conflict or expose my children to unsafe conditions.

I would love to sign up my 4-year-old for tee ball this year, but I'm hesitant due to the clear health risks from the amount of dog waste on the fields. This is simply not a safe environment for young athletes from both a hygiene standpoint and a general safety perspective.

I am fully supportive of having a dog park in our community, but it must be separate from the baseball and softball fields. A distinct boundary or dedicated dog-park area is essential to ensure the safety and well-being of our children.

Thank you for your time and understanding. I sincerely hope the city will take action to address this issue.

Warm regards,

Bradley Goldsmith

[redacted]

PS: Please forward this email to City Council, RCDC, and Parks Commission.

Outlook

Dog park

From Casey Hoffman [redacted]
Date Mon 11/17/2025 10:21 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Thank you for asking. I appreciate the efforts of those who are diluting supporting the current dog park so it works for all so I vote “A”.
Sent from my iPhone

Outlook

RW Park and Hatley Fields

From [redacted]
Date Thu 11/13/2025 6:50 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Makayla- Please distribute to Council, Parks and RCDC.

Dear Mayor, Council, Parks and RCDC:

I am a twenty-year resident of Rollingwood who has served on Planning and Zoning Commission, Parks Commission (2 times) and lead the fundraising and improvement efforts to build the Field House. During the last twenty years I have watched as our park and fields have evolved and usage by the community has changed. I believe now is a pivotal time for our Park and Fields to continue moving forward to allow our Rollingwood community to make better use of all our shared open spaces.

I urge Council, RCDC and Parks to finally pave and improve the front and right parking areas along Rollingwood Dr. These improvements are long overdue. The parking area on the other side of the fields has proven to be a successful and well used improvement even after great debate amongst community members years ago. I do not believe grass parking at the north end of the park is the best use of space. There are only a handful of days per year that would need the overflow parking at the back. Currently it is a preference to be used vs a necessity. Changing the parking structure and drawing community members to the front and side is a better use of space.

As we address parking and trees, we can easily reimagine fields 3,4 and 5 and the north end of the park. By combining these areas, we need to prioritize needs for all members and groups in the community. To be honest, I was adamantly opposed to a dog park years ago. Build it and they will come was what I believed and feared we would become a dog destination filled with poop and pee. We worked to get dogs off the front two fields and tried to figure out how to share the remaining fields. One concern from the Little League at the time was investing in fields that would be used by dogs who would urinate on and tear up the ground. It's not worth the investment in grass, fertilizer and care when the amount of urine in the ground will make it impossible to grow grass because of urine burn.

The usage as an off-leash dog park has increased over time to numbers far greater than our Rollingwood neighborhood. Families still complain about the dog waste; they motivate for a few years to make changes and then as their children age out, they give up and move on. Then a new crop of parents pops up and the cycle continues. I believe it's time to end this cycle and reimagine how we divide up the field and north end of the park allowing more users for multiple purposes.

I believe we need a specific dog park that is fenced in for dogs and owners to use at any time during the day. Adding a specific location allows the city to add seating areas, dog features, trees for shade in the summer heat, etc. that cannot be installed on the current fields. Return the remaining central area to t-ball fields and multiuse space free of animal waste. It does not need to be fully enclosed beyond portions on the parking area side.

As someone who stood before council years ago advocating for bathrooms at the ball fields instead of port o potties, I believe it's time to reexamine how we use the field house. I haven't seen a true concession stand in years and feel it would be a better use of space as a community center styled room with improved outdoor seating and landscaping. We have many groups in the neighborhood who could host activities in a rec style space, imagine senior coffees, community activities like mahjong and bridge groups, scouting meetings, sewing groups, volunteer meetings, etc. By improving the field house, we bring a broader spectrum of users to our park, not just children and dog lovers.

Again, I urge Council to move forward with parking improvements in the front and right side of the park, add the approved trees and begin the process of reimagining how we allocate and use the remaining space. We don't need expensive comprehensive plans and studies that go to waste, we simply need discussion and a landscape architects' eye for space, usage and beauty. It's time for a dog only area, a space where multiple activities can take place free of waste and possibilities for all community members.

Thank you for your time and consideration.

Catherine Horne
[redacted]

Outlook

Dog park

From Cathy Casey [redacted]
Date Mon 11/17/2025 10:26 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I vote for A. Status quo.

Outlook

Support for Separating Dual Usage of Baseball Fields and Off-Leash Dog Areas

From Courtney Harvey [redacted]
Date Thu 11/13/2025 1:50 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Dear Members of the Rollingwood City Council, Parks Commission, and RCDC,

I want to express my sincere appreciation for the continued time, care, and investment being made in our city's parks and open spaces. As we look ahead to significant improvements particularly those involving the parking lot, irrigation systems, and land enhancements surrounding the baseball fields I sincerely hope that the Council, Parks Commission, and RCDC will also take this opportunity to thoughtfully consider separating the dual usage of these fields as both athletic areas and off-leash dog spaces.

While our community's shared love of both sports and dogs is part of what makes Rollingwood special, maintaining distinct areas for children's recreation and dog activity would help ensure the safety, sanitation, and overall enjoyment of these spaces for all. Given the scale of the upcoming investments, this is an ideal time to make a long-term decision that balances the needs of families, athletes, and pet owners alike.

Thank you for your leadership and service to our community. I appreciate your thoughtful consideration of this important issue.

Warm regards,
Courtney Harvey
Rollingwood Resident

Outlook

Parks Updates

From Danielle Hasso [redacted]
Date Sat 11/15/2025 12:19 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I understand a large proposal by Gomez Construction for park updates including irrigation, and parking lots is being considered.

I would like to take this time to urge the city council and parks commission to ask for and consider a proposal for creating a separate and meaningful dog park within park limits. It seems valuable for dog owners to get to have a space that's dedicated just for their fur babies. Equally important, is having ball fields that are dedicated as such. It's a health hazard to have children playing on fields that dogs are pooping in.

This could be a beautiful upgrade for our city. The park could be enjoyed by all and it could settle what seems to be a never ending battle between ball fields and dog owners. There's room for both. Let's make it happen.

Please pass on to any appropriate members of council and commission. Thanks for your time.

Warmly,
Danielle Hasso
Sent from my iPhone

Outlook

Letter to Park Commission Members

From Dave [redacted]
Date Mon 11/17/2025 6:42 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Jeff [redacted]

1 attachment (15 KB)
11-17-25 Letter to Park Commission.docx;

Good Morning, Makayla,

Please pass the attached note onto the members of the Rollingwood Park Commission.

Thanks very much.

Best,

Dave

11/17/2025

Dear Members of the Rollingwood Park Commission,

Good morning and thank you for all the good work that you do. Our park has never looked better as it continues to be the “gem of Rollingwood”. You should be proud.

As you know, there has been for some time interest in sorting out the formal use for the park’s baseball fields with factions in favor of a sports-only facility, others wanting to formalize a dog park, and other who believe that both purposes can be served on shared ground. Apparently, interest in managing the sports field / dog park issue has recently risen to a new level. Public engagement (or at least the engagement evident on local social media sites) has never been so high. Well considered positions and great ideas on the subject are playing out daily. A grass-root movement is born. I don’t have a position but I do see an opportunity to harness this energy by creating a sub-group that can look deeply into the issue; consider the multitude of public input that is out there; gather additional public input; and generate a set of recommendations that harmonizes with the Park Master Plan and brings balance and hopefully closure to the issue. Members of this sub-group could /should come from the Parks Commission and other interested and affected parties. I’ve seen this model work before; I believe that it can work here.

Again, thank you for your hard work and attention to this note. Let me know if I can be of assistance.

Respectfully,

Dave Bench

[redacted]

Outlook

Park Commission Agenda Item

From David Bjork [redacted]
Date Mon 11/17/2025 10:02 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Michelle Bjork [redacted]

Makayla,

Please forward to the Park Commission.

As a former member of the Park Commission, I was part of the team that created the Master Plan. During the drafting process, we looked very closely into creating a separate dog park to help resolve the conflict between "baseball and the dogs." We had plans drawn that showed how the space on the north end of the park could be used as a dedicated dog park. The issue we encountered was the RCDC's unwillingness, at the time, to fund any of the initiatives within the Master Plan. (Please note, the Master Plan was primarily created as a means to solicit State & Federal grants to pay for the park's initiatives. A formal plan was required and precursor to ask for funding.) Given the RCDC's recent willIngness to consider funding the construction of a dedicated dog park, I am asking the Park Commission to please begin looking into the viability of separating the dog park from fields 3,4 & 5.

Lastly, please look into the repair of the water fountain. I have checked online with the company that Jackie Bob (Izzy's predecessor) bought the water fountain from and spare parts are available.

Thank you.

David Bjork
[redacted]

Sent from my iPhone

Outlook

FW: Letter to Council re off-leash dogs in park, human health risk

From David Smith <david@dpsmithlaw.com>
Date Fri 11/14/2025 2:37 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Carlos Tirado [redacted]

1 attachment (183 KB)
CITY COUNCIL_TIRADO_LETTER_07212021.pdf;

Makayla-

Attached please find a letter attached from Dr. Carlos Tirado. Although the letter is from 2021, it covers ongoing health and human safety concerns with off leash dog use on little league baseball and softball fields. Dr. Tirado is a medical doctor and has expertise in epidemiology and public health issues. He is a physician (M.D.) and specializes in psychiatry. In addition to his medical training, he also has a Master's in Public Health (M.P.H.) focusing on community health promotion with a minor discipline in epidemiology.

Although he has very recently moved put of Rollingwood, he agreed to allow me to forward his correspondence and expert option to share with the members of the Park Commission, RCDC, and City Council. Please also include his expert opinion letter in the packet for the joint RCDC and City Council meeting on November 19th.

I have copied Dr. Tirado on this email.

Thank you.

-dps

David P. Smith

ATTORNEY AND COUNSELOR
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3321 BEE CAVES ROAD, SUITE 208
AUSTIN, TEXAS 78746

512.717.9829 OFFICE
512.413.4420 MOBILE
david@dpsmithlaw.com

From: Carlos Tirado [redacted]
Sent: Wednesday, July 21, 2021 10:52 PM
To: Amy Pattillo <apattillo@rollingwoodtx.gov>; Buck Shapiro <bshapiro@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Michael Dyson <mdyson@rollingwoodtx.gov>; Sara Hutson

tson@rollingwoodtx.gov>; Wendi Hundley <whundley@rollingwoodtx.gov>
Cc: Amber Lewis <alewis@rollingwoodtx.gov>; Ashley Wayman <awayman@rollingwoodtx.gov>
Subject: Letter to Council re off-leash dogs in park, human health risk

Dear Council Members,

It's your neighbor Carlos Tirado ([redacted]). I was asked to weigh in on the issue related to off-leash dogs and dog waste on the North baseball field in our park.

Although the reports I heard of dog bites/attacks are very concerning, this letter focuses on the known health risks of exposure to dog waste which I believe poses an even greater health hazard.

I felt it was my duty as a concerned citizen to highlight the very real health risks posed by the status quo.

I know there are strong opinions about this and don't envy the Council as they weigh these matters and effectively lead us to a resolution that is informed by scientific evidence and in the interest of the health and safety of our entire community.

CFT

--

Carlos F. Tirado, MD, MPH, FABAM
General and Addiction Psychiatry
Founder and CMO, CARMAhealth
CMO, MAP Health Management
www.carmahealth.com

"Ever tried. Ever failed. No matter. Try again. Fail again. Fail better."
- Samuel Beckett

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Carlos Tirado, MD, MPH
[redacted]
Rollingwood, TX 78746

07/21/2021

Dear Members of Rollingwood City Council,

My family and I have had the pleasure of living in our community since 2011. I am a proud owner of a beautiful and sweet 10-year-old labradoodle (Bear). I am writing you as a concerned citizen and to provide my perspective as a medical expert.

Brief description of my background:

I am a physician (M.D.) and specialize in psychiatry. In addition to my medical training, I also have a Master's in Public Health (M.P.H.) focusing on community health promotion with a minor discipline in epidemiology. I run a group medical practice and am responsible for over a dozen facilities in Texas and Southern Florida. I routinely develop and implement policies and procedures related to infectious disease control, contact precautions, and conduct facility compliance audits for Joint Commission accreditation. During COVID, I coordinated pandemic response and education for practitioners, medical staff and patients across all our facilities (and continue to do so).

I recently reviewed a series of messages related to the presence of off-leash dogs roaming in the far baseball field at Rollingwood Park. Over the years it has become an improvised dog park.

The numbers don't lie. In study after study, the presence of hookworm (live and eggs), intestinal parasites, toxocara, and whipworms is ubiquitous in dog parks. Although the US ranks below other parts of the world in global percentages, fecal contamination of dog parks is recognized as a human health risk in every urban center I reviewed.

Given the fact that the field is used for sports activities, the presence of any amount dog feces poses a legitimate health risk to those who are exposed, especially small children. The CDC has published an excellent overview of dog to human diseases that are communicable by exposure to dog feces. Although some of the risk can be mitigated by fastidious collection of fecal waste, it is practically impossible to ensure that the field is kept completely free of fecal contamination. The microenvironment created on the field after a hard rain in the summer creates a perfect environment for exponential bacterial and intestinal parasite growth and reproduction.

One example to provide a frame of reference of the problem posed by dog feces contamination in cities and waterways is highlighted in a report from the Northern Virginia Planning Commission:

"Eliminating or significantly reducing the quantity of pet droppings washed into storm drains and hence into surface waters can improve the quality of urban runoff. It has been estimated that for a small bay watershed (up to 20 square miles), ***2 to 3 days of droppings from a population of 100 dogs contribute enough bacteria, nitrogen, and phosphorus to temporarily close a bay to swimming and shellfishing.****"*

And this in a report from Rhode Island:

"The longer dog waste stays on the ground, the greater the contamination becomes, according to the EPA…Dog poop is 57 percent more toxic than human waste, and can harbor bacteria and parasites that

Carlos Tirado, MD, MPH
[redacted]
Rollingwood, TX 78746

cause illness in humans. It has been estimated that an ounce of dog waste can contain 650 million fecal coliform bacteria."

Dog waste is recognized by the EPA as the second most common cause of bacterial water contamination (second only to livestock). Ticks and fleas are also known vectors for human disease.

Although I appreciate the strong convictions expressed by those who believe that access to the baseball field is a vital privilege that should be afforded to their beloved pets, as a medical professional I cannot square this with the known risk of human disease posed by exposure to dog waste.

Sincerely yours,



Carlos F. Tirado, MD, MPH

References:

https://pubmed.ncbi.nlm.nih.gov/28947905/

https://pubmed.ncbi.nlm.nih.gov/32057390/

https://pubmed.ncbi.nlm.nih.gov/30142562/

https://pubmed.ncbi.nlm.nih.gov/24524656/

Dogs | Healthy Pets, Healthy People | CDC

http://www.myxyz.org/phmurphy...k%20BMP%20Pilot%20Project.pdf (nps.gov)

https://www.ecori.org/pollution-contamination/2014/11/20/dont-blame-animals-only-for-pollution-problems.html

Sourcewaters protection practice bulletin: EPA

Outlook

Public Health Risks of Off-Leash Dog Use on Youth Little League Fields in Rollingwood

From David Smith <david@dpsmithlaw.com>

Date Wed 11/12/2025 5:32 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

4 attachments (4 MB)

2020 - Detection of gastrointestinal parasitism at recreational canine site in the USA.pdf; JEPH2017-5984086.pdf; JVIM-30-1838.pdf; animals-11-01685-with-cover.pdf;

Dear Members of the Rollingwood City Council, Park Commission, and Community Development Corporation-

I am writing as a concerned resident, parent, little league coach, and someone who has owned dogs for most of my childhood and adult life. I want to again bring to your attention a serious public health and safety issue regarding the current policy allowing off-leash dog access to the youth athletic and little league fields during times when baseball and softball games are not scheduled. These fields serve as vital recreational spaces for our community's youngest athletes—boys and girls aged 4, 5, and 6—who participate in T-ball and coach-pitch games and practices. Since the City Council first began allowing dogs off leash on the existing little league fields 3, 4, and 5 in 2017, the off-leash dog use on these field has dramatically increased from a few occasional residents and their dogs to a full blown regional off-leash dog area used by dozens of off leash dogs and their owners daily. Unfortunately, his shared use has led to repeated and unavoidable exposure of these children to dog urine and feces, which contaminates baseballs, cleats, gloves, and playing surfaces. Based upon my first-hand experience, as well as that of several other little league coaches, children frequently handle contaminated equipment and inadvertently touch and likely ingest traces of fecal matter, posing significant risks of zoonotic disease transmission.

While I appreciate efforts to accommodate pet owners, the potential harm to our vulnerable young children outweighs these benefits. Peer-reviewed scientific studies consistently demonstrate that off-leash dog areas, including parks and fields, harbor high levels of pathogens and parasites in feces and soil, many of which are zoonotic (transmissible to humans) and particularly dangerous to young children due to their developing immune systems, hand-to-mouth behaviors, and close contact with the ground. Below, I highlight key findings from several rigorous published and peer reviewed studies:

- A 2017 study in Greater Lisbon, Portugal, analyzed 369 fecal samples and 18 soil samples from three urban dog parks, finding that 33% of fecal samples were positive for parasites, including hookworms (16.5% prevalence), Cryptosporidium spp. (11.9%), and Giardia spp. (11.4%). Soil contamination with hookworm eggs was detected in all parks (27.8% overall), primarily in grassy areas. These agents pose zoonotic risks such as cutaneous larva migrans from hookworms and visceral larva migrans from Toxocara spp., with heightened dangers for children through incidental ingestion or skin contact (Duarte et al., 2017, *BioMed Research International*).
- In a 2021 study of off-leash dog parks in Florence, central Italy, researchers examined fecal, soil, and water samples from 26 parks and 83 dogs. While bacterial pathogens like Yersinia spp. (8.4% in feces) and Listeria spp. (4.8%) were detected, fungal agents (e.g., Microsporum spp. in 61.5% of park soils) and helminths (Toxocara canis eggs in 2.4% of feces) were of particular concern. These can cause dermatophytoses (ringworm) and toxocariasis in humans, with children at elevated risk due to environmental persistence (arthrospores viable for over 30 months) and play behaviors (Ebani et al., 2021, *Animals*).
- A 2016 study from three regional dog parks in Northern California tested 300 dogs and detected enteropathogens in 38%, including Giardia (9%), Cryptosporidium (5.3%), Campylobacter (2.7%),

and Salmonella (1%). Notably, 54% of infected dogs showed no symptoms, allowing silent shedding into the environment. Zoonotic strains like Campylobacter and Salmonella were present in nearly 10% of dogs, underscoring transmission risks via contaminated fields, especially to children who may not exhibit immediate symptoms (Menezes et al., 2016, *Journal of Veterinary Diagnostic Investigation*).

- A 2020 DOGPARCS study (Stafford et al., Parasites & Vectors) found intestinal parasites in 20.7% of 3,006 dogs and 85% of 288 U.S. off-leash dog parks, including zoonotic Giardia and hookworms that contaminate soil and pose direct transmission risks to children playing on shared fields.

I have attached pdf copies of these 4 scientific studies and ask that they be included in the public meeting materials for the upcoming join City Council RCDC meeting on November 18.

Additional research reinforces these concerns. A 2017 review of off-leash dog parks emphasized that while direct human transmission data is limited, dogs frequently shed zoonotic agents like Giardia, Cryptosporidium, and Toxocara into shared spaces, with children under 15 facing 3–5 times higher bite risks and greater exposure to fecal-oral pathogens. Recommendations include separating dog areas from children's play zones to mitigate these hazards (D'Angelo et al., 2017, *Zoonoses and Public Health*). Similarly, a 2020 U.S. study across southeastern dog parks found gastrointestinal nematodes (e.g., hookworms, roundworms) in 20% of dogs and 85% of parks, highlighting these venues as hotspots for environmental contamination and human infection (Schurer et al., 2020, *Parasites & Vectors*).

The Centers for Disease Control and Prevention (CDC) warns that young children are especially susceptible to zoonoses like toxocariasis, which can lead to vision loss or neurological issues, and cryptosporidiosis, causing severe diarrhea. In Rollingwood, where these fields are central to family and youth athletic activities, allowing off-leash dogs to use little league fields 3, 4, and 5 as an off-leash dog park undermines our commitment to child safety and public health.

Compounding these health concerns is the fact that professional park planners, as part of the 2018 Rollingwood Park Master Plan, explicitly recommended removing off-leash dog use from the little league fields and instead creating a dedicated, separate off-leash dog park area to mitigate conflicts and hazards. This forward-thinking guidance aligns with best practices for balancing community needs while prioritizing child safety and environmental integrity.

I respectfully urge the City Council to act swiftly by prohibiting off-leash dog access to the little league fields and advancing the implementation of a standalone dog park as outlined in the master plan. Such measures would protect our children's health, enhance the usability of our parks, and foster a safer environment for all Rollingwood residents. This would protect our little league participants while honoring our community's love for pets.

I welcome the opportunity to discuss this further and am happy to provide additional documentation.

-dps

David P. Smith

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RESEARCH Open Access

Detection of gastrointestinal parasitism at recreational canine sites in the USA: the DOGPARCS study

Kristina Stafford[1], Todd M. Kollasch[1], Kathryn T. Duncan[2], Stephanie Horr[3], Troy Goddu[3], Christine Heinz-Loomer[1], Anthony J. Rumschlag[1], William G. Ryan[4*], Sarah Sweet[3] and Susan E. Little[2]

Abstract

Background: The rapid growth in off-leash dog parks provides opportunity for canine socialization activities but carries risk of exposure to intestinal parasites. This study assessed the prevalence of these infections in dogs visiting off-leash dog parks.

Methods: Fresh defecations were collected from dogs visiting parks in 30 metropolitan areas across the USA. Samples were analyzed by coproantigen immunoassay (CAI) (Fecal Dx® and *Giardia* Test, IDEXX Laboratories, Inc.) and zinc sulfate centrifugal flotation (CF). Owners responded to a questionnaire on their dog's signalment and use of heartworm/intestinal parasite control medications (HWCM).

Results: Samples were examined from 3006 dogs, 87.9% aged at least 12 months, visiting 288 parks. At least one intestinal parasite was detected in 622 (20.7%) samples, nematodes in 263 (8.8%), with hookworms, whipworms and ascarids in 7.1, 1.9 and 0.6% of samples, respectively. A sample positive for one or more intestinal parasites was found in 245 (85.1%) parks, with nematodes found in 143 (49.7%). Combined, CAI and CF detected 78.4% more intestinal nematode infections than CF alone. Hookworm and whipworm infections were detected in all age groups, but ascarids were only detected in dogs less than 4 years-old. Approximately 42% of dogs aged less than 1 year were positive for nematodes or *Giardia*. Based on owner reports, HWCM was current for 68.8% of dogs, dogs previously diagnosed with intestinal parasitism were more likely to be receiving a HWCM than those without such history, and a significantly lower ($P = 0.0003$) proportion of dogs receiving a HWCM were positive for intestinal nematodes compared with those not on such medication.

Conclusions: Intestinal parasites, the most common of which were *Giardia*, *Ancylostoma caninum* and *Trichuris vulpis*, were found in 20% of dogs and 85% of dog parks across the USA. Enhanced detection of canine intestinal parasitism was achieved by combining CF and CAI. Canine intestinal parasites are common across the USA and dog health can be improved by regular testing of fecal samples and routine administration of medications effective against the most common infections.

Keywords: *Ancylostoma*, Centrifugal flotation, Coproantigen, Dog, *Giardia*, Hookworm, Intestinal parasite, Roundworm, *Toxocara*, *Trichuris*, Whipworm

*Correspondence: wgr@ryanmitch.com
[4] Ryan Mitchell Associates LLC, 16 Stoneleigh Park, Westfield, NJ, USA
Full list of author information is available at the end of the article

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Background

Canine intestinal parasite infections are often subclinical but can become clinically apparent in puppies and in adults with heavy burdens [1, 2]. Subclinical infections may carry a health cost, and dogs with patent infections shed eggs, oocysts or cysts that can contaminate the environment and act as a source of reinfection, infection of other dogs, and in some cases infection of humans [3, 4]. Stray and shelter dogs have higher rates of patent infections than dogs in the general population and are often rescued and relocated across country and state borders [2, 5–7].

Humane organizations care for and relocate shelter dogs, helping to address the demand for new pets, with pet dog ownership in the USA now the highest since measuring began in 1982 [8]. If newly-homed dogs are harboring intestinal parasites and left untreated, they can be a source of infection for other dogs in their new locations. Additionally, the relationship between dogs and owners has continued to evolve with more people incorporating their dogs into daily activities and travel than in previous generations, exposing the dog to environments potentially frequented by many other dogs [8–10]. Understanding the national risk of canine intestinal parasite infection is therefore important to drive recognition of the need for effective testing and control measures.

Two published reports have provided insights into the national prevalence of intestinal parasite infection of dogs in the USA [2, 5]. In the first report, findings were based on centrifugal sucrose flotation of fecal samples collected from shelter dogs, while in the second the results were based on samples submitted by veterinary practices to a testing laboratory that utilized zinc sulfate centrifugal flotation (CF). Extrapolation of results of the former study to the pet dog population is limited because shelter dogs may not have received anthelmintic treatment, and 84% of sampled dogs were under 3 years of age. Nonetheless, the findings of intestinal parasite infection in those dogs provide an indication of the potential parasite transmission risk associated with the movement of shelter dogs. A limitation of the second study is that samples were submitted by veterinary practices and so would likely have come from dogs receiving consistent high-quality veterinary care.

Both previously conducted national studies used CF, a strategy that is more sensitive than the passive flotation technique commonly used in veterinary practices. However, CF is not able to detect non-patent infections, may fail to identify low intensity infections or those in which particularly dense eggs are shed (e.g. cestodes, trematodes), and can, when high specific gravity solutions are used, collapse or fail to recover *Giardia* cysts. To address these limitations, coproantigen immunoassays (CAI) have been developed to detect proteins found in *Giardia* cysts or produced by immature and adult nematodes in the intestinal lumen [11–15]. When used with CF, CAI enhances the detection of canine intestinal parasite infections [14–18]. With the interstate relocation of dogs that could be infected with intestinal parasites and the availability of improved testing methodologies, there is opportunity for an up-to-date assessment of intestinal parasitism in dogs in the USA.

Over the last ten years across the USA, the number of off-leash dog parks has increased dramatically, providing ideal locations to sample pet dogs [19]. A national study was initiated with the objective of determining the prevalence of canine intestinal parasite infections in dogs visiting dog parks. Other objectives were to provide insight into the complementary use of CF and CAI testing to diagnose these infections, and to assess the relationship between owner-reported use of heartworm control medications (HWCM) and intestinal parasite infection.

Methods

Fecal samples

Dog parks were selected in 30 major metropolitan areas across the USA (Table 1). Investigators collecting samples were veterinary staff from the College of Veterinary Medicine at Oklahoma State University and veterinary staff of Elanco Animal Health and IDEXX Laboratories, Inc. For each metropolitan area, 10 parks were selected to represent the diversity of geographical, socioeconomic and neighborhood types available in the area, taking into account factors such as safety for those collecting samples and accessibility of the parks. The target was to collect 100 samples from each metropolitan area. Consistent with earlier national surveys, results were divided into four regional areas derived from a previously described segmentation [2, 5].

Table 1 Listing of cities (alphabetical order within region) for sample collection

Southeast	Northeast	Midwest	West
Atlanta	Boston	Chicago	Albuquerque
Austin	New York City	Cleveland	Bakersfield
Charlotte	Philadelphia	Detroit	Boise
Houston	Washington DC	Indianapolis	Denver
Miami/Ft Lauderdale		Kansas City	Los Angeles
Nashville		Minneapolis	Phoenix
New Orleans		St Louis	Portland
Oklahoma City/Tulsa			Sacramento
Raleigh/Durham			Seattle
Tampa			

All dogs from which fecal samples were collected were owned by or under the care of dog park attendees and participation was voluntary. Immediately after defecation, the dog's fecal sample was placed into a plastic bag. No samples were collected from dogs belonging to any employees of the companies supporting the study, their friends or family members, investigators or assistant investigators, or to any staff known to be employed at a veterinary clinic. Dogs brought to the park by professional dog walkers were not eligible. For owners with multiple dogs, only one dog was sampled. The person responsible for the dog had to agree for the feces to be collected and verbally respond to a study questionnaire, which included the dog's signalment and the questions "Is your dog currently on a heartworm/intestinal worm preventive/medication?" and "Has your dog ever been diagnosed with intestinal worms?" Owners responding positively to the former question were asked whether the heartworm/intestinal worm control medication (HWCM) was administered orally, topically or by injection. Brand names were neither asked nor recorded if the owner volunteered the name.

All samples were processed at a single laboratory (IDEXX, 401 Industry Rd, Louisville, KY 40208, USA) employing validated CAIs for hookworm, whipworm and ascarids (Fecal Dx® and *Giardia* Test, IDEXX Laboratories, Inc., Westbrook, Maine, USA) and *Giardia* [15–17]. A zinc sulfate CF (specific gravity 1.24) was also used to detect a variety of parasites, including but not limited to nematodes and protozoans [20].

Analysis of results

The proportion of dogs testing positive for each parasite was determined according to signalment, metropolitan area and region in which the dog was sampled, whether the dog's owner reported administering a HWCM, and if the dog had been previously diagnosed with intestinal parasites. A 2-proportion z-test was used to test whether the proportion of dogs returning positive fecal tests for hookworm, whipworm, or ascarids was lower when owners reported the use of a HWCM than when owners reported not using a HWCM. A 2-proportion z-test was also used to test whether dogs reporting a previous intestinal parasite infection were more likely to be currently receiving a HWCM than those without a previous infection.

Dogs were categorized by age grouping in alignment with recent American Animal Hospital Association guidelines, with consistent years applied to each category: puppy, <1 year-old; young adult, 1 to 3 years-old; mature adult, 4 to 6 years-old; and senior, ≥ 7 years-old [21]. A 4-sample test for equality of proportions was used to test whether the proportion of dogs testing positive for hookworm, whipworm, ascarid or *Giardia* varied between these age groups.

Holm's multiple comparison correction was used to control the family-wise error rate due to the large number of comparisons being made. *Post-hoc* pairwise comparisons of the proportion of HWCM usage by region were performed using Holm's multiple comparison correction.

Throughout, 95% confidence intervals (CI) were calculated using the modified Wald method, except for the use of HWCMs by age and by region for which a multinomial approach was employed to model the individual probabilities of the response variable (age category × preventive) [22].

Results

Demographics and questionnaire

Samples were collected from 3022 dogs in 288 dog parks during July and August 2019. Sixteen samples were disqualified because they were not accompanied by completed questionnaires or because insufficient feces were available for testing. Thus, fecal testing results and questionnaires were available from 3006 dogs. The most commonly represented age group was young adult (1 to 3 years-old) ($n=1371$, 45.6% of 3006 dogs), followed by senior (≥ 7 years-old) (659, 21.9%), mature adult (4–6 years-old) (613, 20.4%) and puppy (<12 months) (363, 12.1%). Within the puppy group, 72 dogs (2.4%) were less than 6 months of age. Of the 3006 dogs, 1317 (43.8%) were female, of which 1183 (89.8%) had been spayed while 1689 (56.2%) were male, of which 84.6% had been neutered. As reported by owners, the most commonly represented breeds were: Labrador Retriever (356, 11.8% of sampled dogs), German Shepherd Dog (187, 6.2%), Golden Retriever (137, 4.6%), Australian Shepherd (103, 3.4%), Siberian Husky (102, 3.4%), Chihuahua (83, 2.8%) and Boxer (64, 2.1%). The breeds of 547 dogs (18.2%) were described as mixed or were not specified.

In response to the question on nematode parasite control, 2069 owners (68.8%) stated that they were currently providing a HWCM for their dog. Of those owners, 1847 (89.3%) reported using an oral formulation, 68 (3.3%) a topical formulation and 144 (7.0%) an injection. Ten owners did not know how the HWCM was being administered (Table 2). The proportion of dogs reported to be currently receiving a HWCM was significantly higher ($P<0.0001$) in those previously infected with intestinal parasites (79.2%) (estimated difference of proportions 0.111; 95% CI: 0.075–1), compared with those without known prior intestinal worm infection (68.1%). Regionally, owner-reported HWCM use in the West was significantly lower than in each other region ($P<0.0001$). No other between-region differences were significant. By

Table 2 Number of owners (%) reporting currently using a heartworm/intestinal parasite control medication, by region and formulation

	Southeast ($n=989$)	Northeast ($n=400$)	Midwest ($n=708$)	West ($n=909$)	National ($N=3006$)
Medication use					
Yes	829 (83.8)	317 (79.3)	570 (80.5)	353 (38.8)	2069 (68.8)
95% CI	81.5–86.1	75.3–83.2	77.6–83.4	35.7–42.0	67.2–70.5
No	14 (14.8)	68 (17.0)	135 (19.1)	536 (59.0)	885 (29.4)
95% CI	12.6–17.0	13.3–20.7	16.2–22.0	55.8–62.2	27.8–31.1
Unknown	14 (1.4)	15 (3.8)	3 (0.4)	20 (2.2)	52 (1.7)
95% CI	0.7–2.2	1.9–5.6	0.1–0.9	1.3–3.2	1.3–2.2
Formulation (n, % of dogs on heartworm/intestinal control medication)					
Oral	728 (87.8)	299 (94.3)	497 (87.2)	323 (91.5)	1847 (89.3)
95% CI	85.6–90.0	91.8–96.9	84.5–89.9	88.6–94.4	87.9–90.6
Topical	23 (2.8)	8 (2.5)	27 (4.7)	10 (2.8)	68 (3.3)
95% CI	1.7–3.9	0.8–4.3	3.0–6.5	1.1–4.6	2.5–4.1
Injectable	74 (8.9)	9 (2.8)	43 (7.5)	18 (5.1)	144 (7.0)
95% CI	7.0–10.9	1.0–4.7	5.4–9.7	2.8–7.4	5.9–8.1

Abbreviation: CI, confidence interval

Table 3 Number (%) [95% CI] of dogs and parks with ≥ 1 sample positive for intestinal parasites by coproantigen immunoassay or centrifugal flotation

Parasite species	Dogs	Dog parks
	n (%) [95% CI] ($N=3006$)	n (%) [95% CI] ($N=288$)
Any parasitic species[a]	622 (20.7) [19.3–22.2]	245 (85.1) [80.5–88.8]
Nematodes[b] and/or *Giardia*	609 (20.3) [18.9–21.7]	243 (84.4) [79.7–88.1]
Giardia spp.	391 (13.0) [11.9–14.3]	213 (74.0) [68.6–78.7]
Nematodes[b]	263 (8.8) [7.8–9.8]	143 (49.7) [43.9–55.4]
Hookworms	214 (7.1) [6.3–8.1]	125 (43.4) [37.8–49.2]
Whipworms	58 (1.9) [1.5–2.5]	52 (18.1) [14.0–22.9]
Eimeria spp.	37 (1.2) [0.9–1.7]	33 (11.5) [8.2–15.7]
Ascarids	17 (0.6) [0.3–0.8]	16 (5.6) [3.4–8.9]
Cystoisospora	16 (0.5) [0.3–0.9]	16 (5.6) [3.4–8.9]
Alaria	1 (0.0) [0–0.2]	1 (0.4) [0–2.1]
Capillariids	2 (0.1) [0–0.3]	1 (0.4) [0–2.1]
Spirometra	2 (0.1) [0–0.3]	2 (0.7) [0–2.7]
Taeniids	1 (0.0) [0–0.2]	1 (0.4) [0–2.1]

[a] Includes all parasitic species of nematodes, as well as *Alaria*, *Cystoisospora* and *Spirometra* and taeniids

[b] Nematodes: hookworms, whipworms, ascarids (includes co-infections)

Abbreviation: CI, confidence interval

dog age grouping, the frequency of use of a HWCM was similar at approximately 70% for puppies through mature adult dogs, while 63.6% of owners of senior dogs reported that they were providing a HWCM.

Fecal test results

Using CAI and CF, intestinal parasites were detected in 622 (20.7%) samples, with 8.8% positive for one or more of hookworms, whipworms and ascarids (Table 3). Of the 288 parks, 245 (85.1%) provided samples positive for any intestinal parasites, with 49.7% positive for at least one of the aforementioned nematode groups. The most commonly detected parasite was *Giardia*, while hookworm was the most commonly detected nematode group. Other canine parasites detected on CF included *Cystoisospora* spp. ($n=16$ dogs), *Alaria* sp. ($n=1$), capillariids ($n=2$), *Spirometra* sp. ($n=2$) and a taeniid egg ($n=1$). The spurious parasites *Eimeria* spp. were identified in samples from 37 (1.2%) of dogs.

Use of CF and microscopy allowed identification of hookworm and ascarid ova. Of 110 samples positive for hookworm ova, 108 (98.2%) were *Ancylostoma caninum* and 2 (1.8%) were *Uncinaria stenocephala*. Of 12 samples positive by CF for ascarids, 11 (91.7%) were *Toxocara canis* and 1 (8.3%) was *Toxascaris leonina*. Of the 42 ova with bipolar plugs, two were *Eucoleus aerophilus* and the remainder were *Trichuris vulpis*.

A 4-sample test for equality of proportions of age groups with positive tests for one or more of hookworm, whipworm and ascarids was significant ($P<0.0001$), with the highest prevalence in dogs less than 12 months of age. Infection with hookworm, whipworm and *Giardia* was detected regardless of age group, while ascarid infection was only identified in samples from dogs under 4 years of age (Figs. 1, 2; Table 4). Dogs reported to be currently on a HWCM had a significantly lower proportion of positive test results for hookworms, whipworms or ascarids (7.5%) than those not receiving a HWCM (11.4%) ($P=0.0003$; estimated difference of proportions −0.039; 95% CI: −1 to −0.018) (Table 5).

Co-infections were detected in 49 (1.6%) dogs. The most common co-infection was hookworm + *Giardia* in 24 dogs (0.8%), followed by hookworm + whipworm co-infection in 12 dogs (0.4%). Prevalence was also calculated by region (Table 6). In each region, less than 1% of tests were positive for *Cystoisospora*. Details of the proportion of infected dogs and parks from which positive samples were collected in each of the 30 metropolitan areas are provided in Additional file 1: Table S1 and Additional file 2: Table S2.

Coproantigen immunoassay and centrifugal flotation

In detection of hookworm, whipworm, or ascarids, 289 infections were found (Fig. 3). Of these, 162 (56.1%) were detected using CF and 244 (84.4%) using CAI. Both methods were in positive agreement in 117 (40.5%) of these infections. The combination of CF and CAI

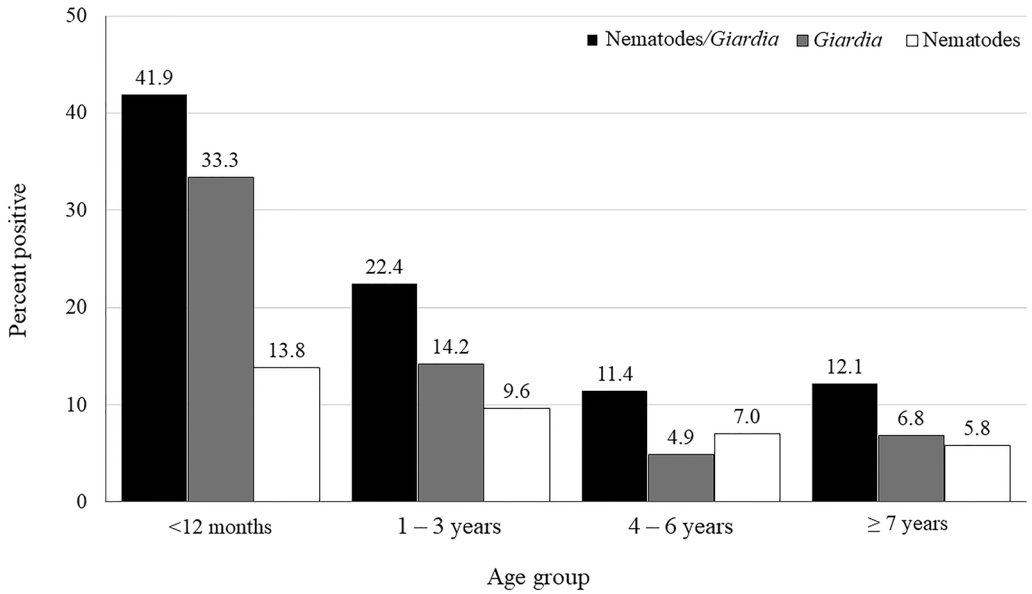

Fig. 1 Percent of dogs in each age group positive for intestinal parasites

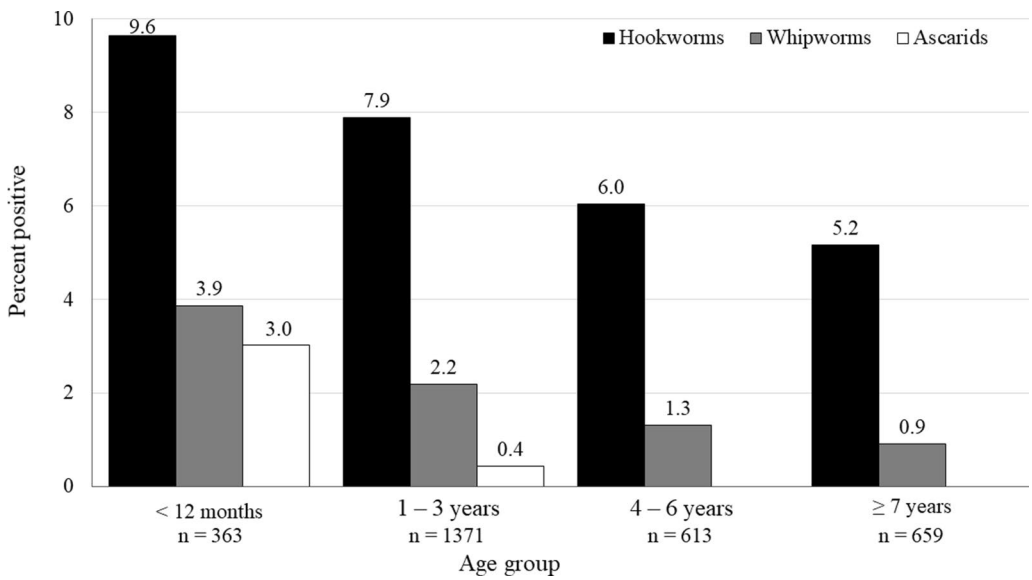

Fig. 2 Percent of dogs in each age group positive for a nematode parasite. Ascarids were not detected in dogs ≥ 4 years of age

detected 78.4% more infections than did CF alone. For hookworm, the methods were in positive concordance for 85 infections (39.7% of detected hookworm infections), CAI detected 104 infections (48.6%) when CF was negative, and for 25 infections (11.7%) the reverse was true. Of the 58 *T. vulpis* infections, the findings for each method were in positive concordance for 22 (37.9%), 18 infections (31.0%) detected by CAI were negative on CF, and 18 (31.0%) infections detected by CF were negative by CAI. For *Giardia*, the methods were in positive concordance for 38 infections (9.7%), 351 (89.8%) infections detected by CAI were negative on CF, and 2 (0.5%) infections detected by CF were negative on CAI.

Discussion

The present study is the first large-scale effort to determine the prevalence of intestinal parasites in dogs visiting dog parks throughout the USA. In 2019, the 100 largest USA cities contained a total of 810 dedicated dog parks [19]. Testing of samples collected from 288 parks

Table 4 Number (%) of dogs positive for intestinal parasites by coproantigen immunoassay or centrifugal flotation by age grouping

Demographic category	Nematodes/*Giardia*	Nematodes	Hookworms	Whipworms	Ascarids	*Giardia*
< 12 months; puppy ($n=363$)	152 (41.9)	50 (13.8)	35 (9.6)	14 (3.9)	11 (3.0)	121 (33.3)
95% CI	36.9–47.0	10.6–17.7	7.0–13.1	2.3–6.4	1.6–5.4	28.7–38.3
1–3 years; young adult ($n=1371$)	307 (22.4)	132 (9.6)	108 (7.9)	30 (2.2)	6 (0.4)	195 (14.2)
95% CI	20.3–24.7	8.2–11.3	6.6–9.4	1.5–3.1	0.2–1.0	12.5–6.2
4–6 years; mature adult ($n=613$)	70 (11.4)	43 (7.0)	37 (6.0)	8 (1.3)	0 (0.0)	30 (4.9)
95% CI	9.1–14.2	5.2–9.3	4.4–8.2	0.6–2.6	0.0–0.8	3.4–6.9
≥ 7 years; senior ($n=659$)	80 (12.1)	38 (5.8)	34 (5.2)	6 (0.9)	0 (0.0)	45 (6.8)
95% CI	9.9–14.9	4.2–7.8	3.7–7.1	0.4–2.0	0.0–0.7	5.1–9.0

Note: Percentages are based on the number of positive dogs in that age group as the numerator and total of dogs reported to be in that category as denominator

Abbreviation: CI, confidence interval

Table 5 Number (%) of dogs positive for intestinal parasites by coproantigen immunoassay or centrifugal flotation according to owner-reported current use of a heartworm/intestinal parasite control medication

Demographic characteristic	Nematodes/*Giardia*	Nematodes	Hookworms	Whipworms	Ascarids	*Giardia*
Dogs on medication: Yes ($n=2069$)	404 (19.5)	155 (7.5)	125 (6.0)	31 (1.5)	11 (0.5)	276 (13.3)
95% CI	17.9–21.3	6.4–8.7	5.1–7.2	1.1–2.1	0.3–1.0	11.9–14.9
Dogs on medication: No ($n=885$)	190 (21.5)	101 (11.4)	84 (9.5)	25 (2.8)	6 (0.7)	106 (12.0)
95% CI	18.9–24.3	9.5–13.7	7.7–11.6	1.9–4.2	0.3–1.5	10.0–14.3
Medication status unknown ($n=52$)	15 (28.9)	7 (13.5)	5 (9.6)	2 (3.9)	0 (0.0)	9 (17.3)
95% CI	18.3–42.4	6.4–25.6	3.8–21.0	0.3–13.7	0.0–8.2	9.2–30.0

Note: Percentages are based on the number of positive dogs in that demographic category as the numerator and total of dogs reported to be in that category as denominator

Abbreviation: CI, confidence interval

Table 6 Regional distribution: number (%) of dogs and parks with a positive test (coproantigen immunoassay or centrifugal flotation) for intestinal parasites

Positive tests	Nematodes/*Giardia*	Nematodes	Hookworms	Whipworms	Ascarids	*Giardia*
From dogs						
Southeast ($n=989$)	270 (27.3)	169 (17.1)	151 (15.3)	27 (2.7)	5 (0.5)	129 (13.0)
95% CI	24.6–30.2	14.9–19.6	13.2–17.7	1.9–4.0	0.2–1.2	11.1–15.3
Northeast ($n=400$)	72 (18.0)	25 (6.3)	21 (5.3)	8 (2.0)	1 (0.3)	48 (12.0)
95% CI	14.5–22.1	4.2–9.1	3.4–7.9	1.0–4.0	0–1.6	9.2–15.6
Midwest ($n=708$)	131 (18.5)	44 (6.2)	28 (4.0)	15 (2.1)	6 (0.9)	98 (13.8)
95% CI	15.8–21.5	4.7–8.3	2.7–5.7	1.3–3.5	0.3–1.9	11.5–16.6
West ($n=909$)	136 (15.0)	25 (2.8)	14 (1.5)	8 (0.9)	5 (0.6)	116 (12.8)
95% CI	12.8–17.4	1.9–4.1	0.9–2.6	0.4–1.8	0.2–1.3	10.7–15.1
From parks						
Southeast ($n=96$)	86 (89.6)	73 (76.0)	69 (71.9)	25 (26.0)	5 (5.2)	70 (72.9)
95% CI	81.7–94.4	66.6–83.5	62.1–79.9	18.3–35.7	2.0–11.9	63.2–80.8
Northeast ($n=39$)	31 (79.5)	17 (43.6)	16 (41.0)	7 (18.0)	1 (2.6)	28 (71.8)
95% CI	64.2–89.5	29.3–59.0	27.1–56.6	8.7–33.0	0–14.4	56.1–83.6
Midwest ($n=68$)	59 (86.8)	33 (48.5)	26 (38.2)	12 (17.7)	5 (7.4)	50 (73.5)
95% CI	76.5–93.1	37.1–60.2	27.6–50.1	10.2–28.5	2.8–16.5	61.9–82.6
West ($n=85$)	67 (78.8)	20 (23.5)	14 (16.5)	8 (9.4)	5 (5.9)	65 (76.5)
95% CI	68.9–86.3	15.7–33.6	10.0–25.9	4.6–17.7	2.2–13.4	66.4–84.3

Note: See Additional file 1: Table S1 and Additional file 2: Table S2 for detailed numbers by metropolitan region

Abbreviation: CI, confidence interval

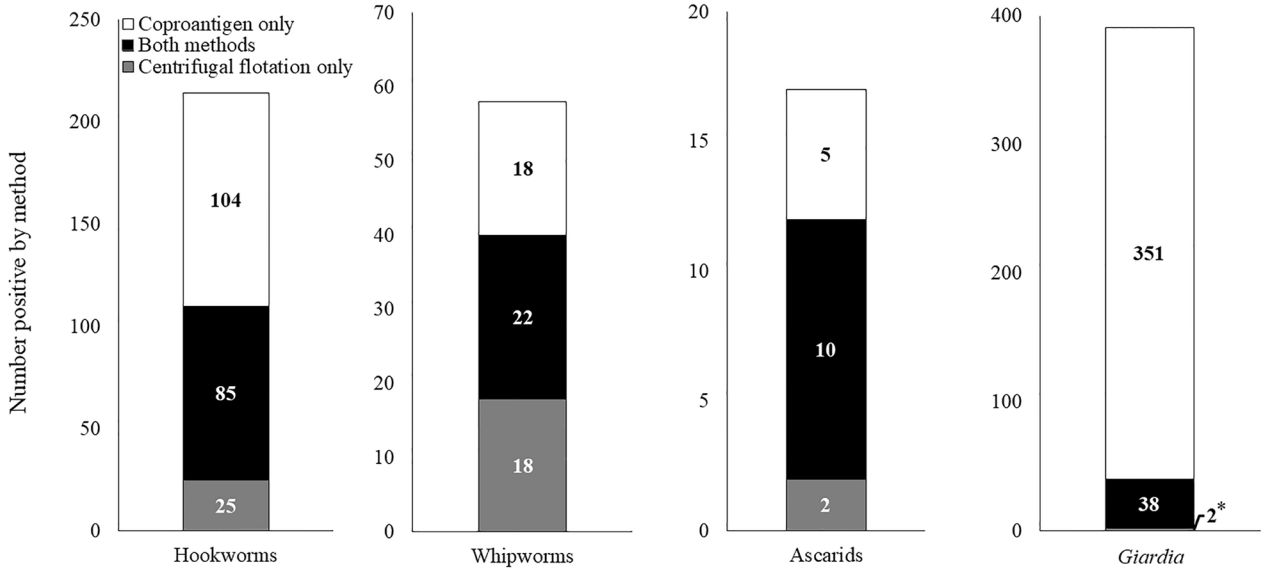

Fig. 3 Number of infections identified by centrifugal flotation only, both methods and coproantigen immunoassay only (*two samples were positive by centrifugal flotation only)

in 30 of these cities allowed us to document parasites in over 20% of dogs and 85% of parks. The prevalence of parasite infection in dogs in the present study is higher than that seen in pet dogs with fecal samples submitted from veterinary practices to national diagnostic laboratories (12.5%), but lower than that reported from stray dogs upon arrival at municipal shelters (36%). The differences in findings between the pet dog survey and this study may be due to CAI detecting some infections missed by CF, the only method used in the earlier survey, and to the fact that while dogs attending dog parks receive attention from their owners, not all benefit from routine veterinary care [2, 5].

Giardia was the most commonly identified intestinal parasite, both in the present study (13.0%) and in an earlier national report of parasites in pet dogs (4.0%) [2]. In contrast, *Giardia* was only rarely detected (0.6%) in a national survey of shelter dogs in which samples were examined by sugar CF, presumably due to the lower sensitivity of this method for recovering the fragile cysts [5, 12]. Infections with *Giardia* are often subclinical, and cysts or trophozoites are shed intermittently from infected dogs, limiting the diagnostic sensitivity of CF as a stand-alone method. This may have been one factor behind the much higher rate of detection of *Giardia* infection by CAI than by CF, as would the fragility of *Giardia* cysts, leading to their degeneration between collection of fresh samples and CF testing at the laboratory. By combining CAI with CF, the present study may better estimate the true prevalence of infection. An earlier report using a similar strategy (CF + CAI) found a *Giardia* prevalence of 15.6% among dogs presenting to clinics with diarrhea or vomiting [23]. Dogs in shelters, breeding facilities and kennels are more likely to be infected with *Giardia*, and an increased prevalence among dogs that visit dog parks, compared with those not visiting dog parks, has been reported [24].

Nematodes were also commonly detected, identified in 10% of the samples tested. As in other studies using CF alone, the hookworm *A. caninum* and whipworm *T. vulpis*, which present a risk to canine health throughout all life stages of a dog, were the most common intestinal nematodes identified [14, 25, 26]. The results may underestimate the prevalence of *T. vulpis* and *T. canis*, as samples were collected during July and August, a time when infections with these nematodes may be at their lowest prevalence [27]. Surprisingly, passive flotation remains the most commonly used technique in clinical practice despite multiple studies demonstrating that it fails to detect many infections when compared to CF [12–15]. Combining CAI for nematode antigens with CF in the present study resulted in detection of nearly 80% (78.4%) more nematode infections than CF alone, likely due to the CAI detecting non-patent infections [16, 17]. Detection of parasite ova by CF in instances when CAI was negative could be due to coprophagia or predation, resulting in a positive CF in the absence of infection. In this study, 37 (1.2%) samples tested positive for *Eimeria* spp., supporting the role coprophagy may have played in the discordant results. Another factor could be that a low

intensity infection may not produce sufficient antigen, leading to a negative CAI even though some ova were being shed [14, 17]. These findings reinforce the previously demonstrated complementary value of combining CAI with CF to enhance intestinal nematode detection [28].

Cestodes or trematodes were only rarely detected in the present study, even though recent studies in the USA have shown that the prevalence of infection with common tapeworms (e.g. *Dipylidium caninum*, *Taenia* spp.) is greater than that of nematodes in some populations of dogs and cats [14, 29]. Because eggs of cestodes common in dogs are shed in proglottids, and because most cestode and trematode eggs are heavy, recovery by CF is poor [30]. Using a higher specific gravity sugar solution for CF in part addresses this limitation, enhancing recovery of taeniid eggs, but sensitivity remains very low for identifying *Dipylidium caninum* infection [14, 30], and CAI is not yet commercially available for canine cestodes or trematodes. Eggs of *Spirometra* sp. or *Alaria* sp., less common cestodes and trematodes of dogs, respectively, are occasionally detected on CF. In the present study, *Spirometra* sp. eggs were identified in two dogs and *Alaria* sp. eggs in one dog.

As with earlier national reports, although parasites are found in every region, the present study indicates that the highest prevalence of nematode intestinal parasite infection, and in particular *A. caninum* infection, occurs in the Southeast [2, 5]. This factor, together with the very high prevalence of heartworm infection in the southeastern USA, likely explains the common owner-reported use of HWCM in this region. Other canine surveys from the region support that hookworm and whipworm are very common, identifying *A. caninum* in as many as 48% of shelter dogs and 17% of samples from dog parks, and *T. vulpis* in up to 39% of shelter dogs and 8.5% of samples from dog parks [14, 26, 31, 32].

In the present study, more than 15% of dogs visiting dog parks in the Southeast, and 4 to 5.3% of those in the Midwest and Northeast, were infected with hookworm, a finding that is particularly concerning given the recent reports of multiple drug-resistant hookworms in pet dogs, including Greyhounds [33–35]. Although we do not know the resistance status, six of the 12 Greyhounds sampled from dog parks in the present study were positive for hookworm, and five of those six were reported by the owner to be on a HWCM at the time they were sampled, compared to 57.7% of non-Greyhound, hookworm positive dogs that were reportedly receiving a HWCM (data not shown). Hundreds of thousands of stray and rescue dogs, including retired Greyhounds, are commonly relocated from the southern USA to other regions, a practice that can facilitate movement of parasites, including resistant parasites [7, 36, 37].

Intestinal nematodes, particularly *A. caninum* and *T. vulpis*, but not all intestinal parasites (e.g. *Giardia*, *Cystoisospora* spp.), were less commonly detected in samples from dogs reportedly receiving HWCM in the present study, providing evidence that implementing broad-spectrum parasite control measures reduces infections and limits environmental contamination with eggs. This finding has long been suspected and is supported by other regional surveys [26, 38]. However, hookworm, whipworm, or ascarid infections were still detected in some dogs reportedly receiving HWCM in the present study, perhaps due to the earlier detection afforded by antigen testing, the short (2–3 weeks) prepatent period of hookworm, and the fact that not all HWCMs are effective against whipworm or other intestinal nematodes [16, 17, 28, 39]. For example, injectable products are not effective against either whipworm or ascarids, and are not FDA-label approved for efficacy against new hookworm infections beyond the time of initial administration [40, 41]. Products containing ivermectin/pyrantel are effective against *A. caninum*, *Ancylostoma braziliense* and *U. stenocephala*, but are not effective against whipworms [42]. Those containing milbemycin oxime are effective against whipworms, ascarids and the common hookworm, *A. caninum*, but not against its relatively scarce and less pathogenic relative, *U. stenocephala* [43]. Topically applied moxidectin is indicated to treat and control *T. vulpis*, *A. caninum*, *U. stenocephala* and ascarids [44]. The hookworm efficacy of all these treatments is based on having demonstrated efficacy prior to reports suggesting the incipient emergence of multi-drug resistant *A. caninum* [33, 35]. Detection of nematode infections and other parasites in dogs reported to be receiving HWCMs in the present study indicates that regular testing is warranted for all dogs even when these medications are used.

Interestingly, a majority (68.8%) of owners in the present study reported current use of a HWCM, similar to other recent papers surveying dog owners in Oklahoma and Florida [26, 45]. This high owner-reported prevalence of use contrasts with other data indicating that, even in areas where heartworm infection is common, only a minority of pet dogs receive a HWCM [46, 47]. Factors that may bias owner-reported use of HWCM include forgetfulness, guilt about not following veterinary recommendations, and confusion about a given product's efficacy for heartworm *versus* external parasites. Additionally, the study was conducted in the summer months, when mosquitoes are most active, a timing that may have resulted in a higher proportion of owners reporting current use of HWCM. Routine

use of HWCM is critically important because many of the products can limit environmental contamination with zoonotic parasites like *A. caninum* and *T. canis* which cause cutaneous *larva migrans* and toxocariasis, respectively. Other strategies such as reducing the number of stray or free-roaming animals, prompt removal of all pet feces, wearing shoes to avoid skin contact with contaminated soil, hand-washing after handling feces or soil, and avoiding geophagy in children can also reduce infection risk [48].

Conclusions

Dog parks and other areas in which dogs are walked (e.g. neighborhood walking paths, apartment complexes) provide valuable human and animal socialization opportunities, but also may increase the risk of exposure to intestinal parasite infection. Maintaining dogs on broad-spectrum parasite control products with efficacy against hookworms, whipworms and ascarids helps mitigate this risk, decreasing the health risks to dogs and the potential for zoonotic infections, particularly as the owner-pet relationship and interaction grow ever closer. Indeed, in the present study reported use of HWCM reduced but did not eliminate infection with intestinal nematodes. Canine cestode infection prevalence remains unclear, but a recent study suggests that tapeworms are common in dogs and that routine treatment for tapeworms may also be warranted [14]. The CAI used in the present study detected more infections than did CF alone, although using the two tests in concert allowed the greatest number of infections to be identified. Regular fecal testing for parasites by CF and CAI is recommended to safeguard canine health by identifying infections early and as a means of monitoring product use and continued efficacy.

Supplementary information

Supplementary information accompanies this paper at https://doi.org/10.1186/s13071-020-04147-6.

Additional file 1: Table S1. Number (%[a]; 95% confidence interval) of dogs visiting dog parks in each city with a positive test for intestinal parasites by coproantigen immunoassay and/or centrifugal flotation.

Additional file 2: Table S2. Number (%[a]; 95% confidence interval) of dog parks in each city with at least one positive fecal test (coproantigen immunoassay and/or centrifugal flotation).

Abbreviations

CAI: coproantigen immunoassay; CF: centrifugal flotation; CI: confidence interval; FDA: Food and Drug Administration; HWCM: heartworm/intestinal parasite control medication.

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Authors' contributions

KS, TMK, KTD, SH, TG, CHL, AJR, WGR, SS and SEL participated in the design and implementation of the study. All authors read and approved the final manuscript.

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Availability of data and materials

Data supporting the conclusions of this article are included within the article and its additional files. Raw data from this study are available for review upon reasonable request to Elanco Animal Health, IDEXX or Oklahoma State University.

Ethics approval and consent to participate

The protocol was approved by Elanco Privacy and Consumer Information Review Board. No animals were handled, and no treatments were administered.

Consent for publication

Not applicable.

Competing interests

KS, TMK, CHL and AJR are employees of Elanco. SH, TG and SS are employees of IDEXX. WGR has received payments for clinical research and consulting fees from Elanco. SL and KTD have received honoraria, expense reimbursement, or research support from several companies that manufacture parasite control and diagnostic products.

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Prevalence of Enteropathogens in Dogs Attending 3 Regional Dog Parks in Northern California

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Background: The prevalence and risk factors for infection with enteropathogens in dogs frequenting dog parks have been poorly documented, and infected dogs can pose a potential zoonotic risk for owners.

Hypothesis/Objectives: To determine the prevalence and risk factors of infection with enteropathogens and zoonotic *Giardia* strains in dogs attending dog parks in Northern California and to compare results of fecal flotation procedures performed at a commercial and university parasitology laboratory.

Animals: Three-hundred dogs attending 3 regional dog parks in Northern California.

Methods: Prospective study. Fresh fecal specimens were collected from all dogs, scored for consistency, and owners completed a questionnaire. Specimens were analyzed by fecal centrifugation flotation, DFA, and PCR for detection of 11 enteropathogens. *Giardia* genotyping was performed for assemblage determination.

Results: Enteropathogens were detected in 114/300 dogs (38%), of which 62 (54%) did not have diarrhea. Frequency of dog park attendance correlated significantly with fecal consistency (P = .0039), but did not correlate with enteropathogen detection. Twenty-seven dogs (9%) were infected with *Giardia*, and genotyping revealed nonzoonotic assemblages C and D. The frequency of *Giardia* detection on fecal flotation was significantly lower at the commercial laboratory versus the university laboratory (P = .013), and PCR for *Giardia* was negative in 11/27 dogs (41%) that were positive on fecal flotation or DFA.

Conclusions and Clinical Importance: Enteropathogens were commonly detected in dogs frequenting dog parks, and infection with *Giardia* correlated with fecal consistency. PCR detection of *Giardia* had limited diagnostic utility, and detection of *Giardia* cysts by microscopic technique can vary among laboratories.

Key words: Bacteria; Canine; Diarrhea; Infectious; Parasites; Zoonosis.

Dog parks are the fastest growing segment of city parks in the United States and represent a park for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners.[1] These parks have varying features, although they typically offer a 4′ to 6′ fence, separate double-gated entry and exit points, adequate drainage, benches for humans, shade for hot days, parking close to the site, water, tools to pick up and dispose of animal waste in covered trash cans, and regular maintenance and cleaning of the grounds. There were 644 off-leash dog parks in the 100 largest US cities in 2015, representing a 20% increase in 5 years,[1] and there are now more American households with dogs than with children.[2] The health benefits of owning a dog are well documented and include reduced blood pressure, anxiety and depression, increased activity of owners, increased social interactions with other dog owners, and development of a sense of purpose.[3] Close contact between dogs and people, however, can pose health risks, particularly in very young, old, and immune-compromised people. Domestic dogs have been identified as potential sources of zoonotic enteric pathogens such as *Salmonella* spp., *Campylobacter jejuni*, *Giardia* spp., and *Cryptosporidium* spp.[4,5]

Dogs attending dog parks could represent a very different population from those previously studied as they can have off-leash contact with other dogs or their feces, humans other than their owners, and possibly

Abbreviations:

CPE	*Clostridium perfringens* enterotoxin
cpe	*Clostridium perfringens* enterotoxin gene
DFA	direct fluorescent antibody test
TcdA	*Clostridium difficile* toxin A
TcdA	*Clostridium difficile* toxin A gene
TcdB	*Clostridium difficile* toxin B
TcdB	*Clostridium difficile* toxin B gene

From the William R. Pritchard Veterinary Medical Teaching Hospital (Hascall, Saksen, Ahlmann); the Department of Population Health and Reproduction, University of California, Davis, School of Veterinary Medicine, Davis, CA (Kass); the Department of Clinical Sciences, Colorado State University, Fort Collins, CO (Lappin, Scorza); and the Department of Medicine and Epidemiology, University of California, Davis, School of Veterinary Medicine, Davis, CA (Marks).

Where the work was done: *Fecal flotations and direct immunofluorescence were performed in the Parasitology Laboratory, William R. Pritchard Veterinary Medical Teaching Hospital at the University of California, Davis. Fecal flotations and Canine Diarrhea RealPCR™ Panels were performed at IDEXX Laboratories Inc., Sacramento, CA.*

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wildlife, depending on the type of park visited. In addition, infected dogs that visit public parks have opportunities to expose other dogs, as well as humans, to zoonotic bacteria and parasites shed in their feces. *Giardia* spp. and *Cryptosporidium* spp. are well-documented zoonotic parasites in humans and domestic animals;[6,7] however, little is known about the prevalence of these enteropathogens in dog populations exposed to higher risk environments such as dog parks and their zoonotic potential in these environments. Humans can be exposed to subclinically infected dogs when removing dog feces from public areas,[8] and infective cysts and oocysts of *Giardia* and *Cryptosporidium*, respectively, can persist for prolonged periods in the environment, posing an increased infection risk in areas where environmental contamination is high, such as public dog parks.[4,7,8] Dogs that attended a dog park in Fort Collins, Colorado, were significantly more likely to be infected with an intestinal parasite compared to socially active dogs that did not attend dog parks.[9] A seasonal trend for fecal shedding of *Giardia* in dogs was not demonstrated in a recent study,[10] demonstrating the possibility for year-round risk.

The objectives of this study were 3-fold: (1) to determine the prevalence and risk factors of infection with enteropathogens in a cohort of dogs attending 3 regional dog parks in Northern California; (2) to determine the prevalence of zoonotic *Giardia* strains in dogs attending the regional dog parks; and (3) to compare the performance characteristics of fecal centrifugation flotation procedures performed in a university and veterinary commercial laboratory.

Materials and Methods

Sample Acquisition

This study was approved by the University of California, Davis, Institutional Review Board, and all owners signed an informed consent form. Three Northern California regional public dog parks within Yolo and Sacramento counties were visited between the months of August and November, 2014, by a computerized randomizer[a] to determine the schedule for park visits and fecal collection. Fresh fecal samples were collected from all dogs by their owners during the time of park visitation. A comprehensive questionnaire[b] was developed to obtain information on each dog's signalment, lifestyle, environment, and medical history, including whether the animal had been dewormed within the past 6 months. The completed questionnaire, informed owner consent form, and contact information were obtained from each dog's owner at the time of sample collection. A modified Nestlé Purina Fecal Scoring chart with color images of different fecal consistencies was utilized by owners to determine their dog's fecal score on a scale of 1–6, with a score of 1 representing a hard, dry fecal specimen, and a score of 6 representing a liquid specimen. Fecal scores ≥4 were deemed to be diarrheic. Owners were asked to assess the average consistency of their dog's feces over the previous month before enrolling their dog in the study, as well as on the day of their dog's visit to the dog park. In addition, the investigators determined fecal scores on all but the first 34 fecal specimens at the time of fecal collection. The samples were kept labeled and double-bagged in a temperature-controlled cooler until the end of the 1- to 2-hour park visit, after which they were separated into 2 aliquots for further processing and evaluation. One aliquot was immediately delivered to the Parasitology Laboratory at UC Davis, and the second aliquot on ice packs was delivered via courier to a veterinary commercial reference laboratory[c] within 24 hours of collection.

University Laboratory Tests

Fecal centrifugation flotations were performed on all samples at the University's Parasitology Laboratory. Fresh feces were examined for parasite ova, cysts, and oocysts by use of a zinc sulfate double centrifugation flotation technique as previously described.[11] In addition, the parasitologist evaluated the entire slide in a grid pattern evaluating approximately 50 random high-power fields (hpf) to determine the average number of cysts, oocysts, or ova per hpf. A direct fluorescent antibody (DFA) test for detection of *Giardia* spp. cysts and *Cryptosporidium* spp. oocysts was also performed at the university laboratory according to the manufacturer's instructions.[d] Direct fluorescent antibody testing was only performed on 51 fecal specimens with discordant results for *Giardia* and *Cryptosporidium* (ie, PCR positive at the reference laboratory and fecal flotation negative at the reference laboratory or university laboratory or vice versa). A specimen was considered positive for either protozoa if 1 or more (oo)cysts were observed. Positive slides were further ranked by number of (oo)cysts per slide: 1+ (1–9 (oo)cysts), 2+ (10 to 50 (oo)cysts), and 3+ (>50 (oo)cysts).

Commercial Reference Laboratory Tests

Fecal centrifugation flotations were performed on all samples at the veterinary commercial reference laboratory.[c] Fresh feces were examined for parasite ova, cysts, and oocysts by use of a zinc sulfate single centrifugation flotation technique as previously described;[11] however, the technician scanned the slide at 10× magnification in a grid pattern for approximately 60–120 seconds. A PCR diarrhea panel was performed on each sample for the following 11 enteropathogens and toxin genes: *Cryptosporidium* spp., *Giardia* spp., *Salmonella* spp., *Campylobacter jejuni*, *Campylobacter coli*, canine enteric coronavirus, canine distemper virus, canine parvovirus 2, canine circovirus, *Clostridium difficile* toxin A (*TcdA*) and toxin B (*TcdB*) genes, and *Clostridium perfringens* alpha toxin gene and enterotoxin gene (*cpe*). Fecal samples were processed by a previously validated protocol.[12,13] Analysis was performed on a Roche LightCycler 480[e] and raw data analyzed by the 2nd derivative maximum method to generate crossing points (CP). Real-time PCR was run with 7 quality controls including (1) PCR-positive controls, (2) PCR negative controls, (3) negative extraction controls, (4) DNA pre-analytical quality control targeting the host ssr rRNA (18S rRNA) gene complex, (5) RNA pre-analytical quality control targeting the host ssr rRNA gene complex, (6) an internal positive control spiked into the lysis solution, and (7) an environmental contamination monitoring control.

Extracted DNA from *Giardia*-positive fecal specimens was sent to the Center for Companion Animal Studies, Colorado State University, for genotyping. The PCR assays were performed following published protocols with several modifications described by Scorza et al.[14–16] In brief, partial regions of 3 genes, including β-giardin (bg), glutamate dehydrogenase (gdh), and triose phosphate isomerase (tpi), were targeted. The DNA sequences were analyzed in both forward and reverse direction with an ABI3100 Genetic Analyzer.[f] The nucleotide sequences generated in this study were placed in GenBank under the accession numbers KX164005-KX64017. The DNA sequence data from the *Giardia*-positive isolates were compared by BLAST analysis with sequences from the nucleotide database from GenBank (http://

blast.ncbi.nlm.nih.gov/Blast.cgi). Multiple sequence alignment was performed by Geneious R8.1 with the reference strains from a previous publication.[17]

Statistical Analysis

A power calculation was used to determine the number of dogs to include in this study. Using a binomial infection prevalence of 15% in the higher socioeconomic status (SES) neighborhood park, and hypothesizing a 2.5-fold increase in the prevalence of intestinal parasites in the lower SES park, a sample size of 100 dogs per park was required to achieve 94% power with a type I error of 5%. Kruskal–Wallis tests were used to compare groups with respect to ordered or continuous variables, and Spearman correlation to compare 1 ordered or continuous variable to a second ordered or continuous variable. McNemar's chi-square tests were used to assess test discordance between laboratories and Fischer's exact test was used to evaluate the association among binary variables. All analyses were performed by Stata/IC 13.1 software.[a] A P-value <.05 was considered significant.

Results

Three hundred dogs were enrolled in this cross-sectional study: one hundred dogs from each of 3 Northern California regional dog parks. The dog parks all had chain link fences, separate small and large dog sections, water spigots with water bowls, light tree cover, free public access, and benches. The 3 parks were approximately 1.5, 2, and 2.5 acres, respectively. One of the parks had artificial turf, whereas the other 2 had natural grass. The 2.5-acre park with grass would occasionally become flooded in the winter season due to poor drainage; however, fecal specimens were not collected from any of the parks during the winter season. The mean ± standard deviation (SD) age was 3.9 ± 3.2 years (range 3 months to 17 years) and differed significantly among dog park groups (P = .049). The mean ± SD ages of dogs attending each of the 3 dog parks were 3.5 ± 3.2 years, 3.5 ± 2.8 years, and 4.5 ± 3.5 years, respectively. The majority of dogs were mixed breed (54%). Forty-nine purebred dog breeds were represented, including Labradors (13/300 [4.3%]), Chihuahuas (10/300 [3.3%]), Corgis (7/300 [2.3%]), Boxers (6/300 [2.0%]), Miniature Australian Shepherds (6/300 [2.0%]), and Pit Bull terriers (6/300 [2.0%]), and there were no significant differences in dog breed distributions among the 3 dog parks. All other breeds present had a frequency of 5 or fewer dogs. There were 172 males (57%) and 128 females (43%), and the sex distribution did not differ significantly (P = .056) among parks.

Seventy-three of the 266 (27%) scored investigator-fecal specimens were deemed to be diarrheic (fecal score ≥4) on the day of sample collection. One or more enteropathogens were detected in 114 of the 300 dogs (38%), and the prevalence of enteropathogens did not differ significantly among dog parks. There was a significant positive association between the presence and absence of 1 or more enteropathogens and increasing fecal score (P = .0039), and between the number of enteropathogens detected and fecal score (ρ_S = 0.17, P = .0050). Dogs previously diagnosed with intestinal parasites were significantly more likely to have a higher fecal score (P = .038). Age was negatively correlated with the number of different enteropathogens (ρ_S = −0.16, P = .0049) and was also negatively correlated with fecal score (ρ_S = −0.11, P = .066). Risk factors evaluated including access to water in outdoor locations other than the dog park (P = .25), the presence of other household pets having diarrhea (P = .93), contact with dogs outside the household, (P = .58), attendance of the dog at day-care facilities within the previous 6 weeks (P = .29), and frequency of dog park attendance (P = .099) were not significantly associated with fecal score or the presence of enteropathogens.

Twenty-six of 300 dogs (8.7%) attended the dog park at least once daily, 51 dogs (17%) attended the dog park 5–7 times weekly, 64 dogs (21%) attended the dog park 3–4 times weekly, 85 dogs (28%) attended the dog park 1–2 times weekly, and 50 dogs (17%) attended the dog park 1–2 times monthly. The frequency with which a dog attended a dog park was not significantly associated with detecting ≥1 enteropathogens (P = .099); however, there was a significant positive correlation between the frequency of dog park visits and increased fecal score (ρ_S = 0.12, P = .047).

Parasitic Enteropathogens

Four of 300 dogs (1.3%) tested positive for *Trichuris vulpis* ova on fecal flotation at the commercial reference laboratory, and 3 of the 4 dogs tested positive at the university laboratory. Two of these 4 dogs had diarrhea on the day of collection with no additional enteropathogens detected. One of 300 dogs (0.33%) tested positive for *Toxocara canis* ova at the university laboratory only, and that dog also had diarrhea on the day of collection with no additional enteropathogens detected. Two of 300 dogs (0.67%) tested positive for *Ancylostoma caninum* ova on fecal flotation at the commercial reference laboratory, and 1 of the 2 dogs tested positive at the university laboratory. None of the hookworm-infected dogs had diarrhea on the day of fecal collection. *Cystoisospora* oocysts were detected on fecal flotation in 8 dogs overall (2.7%), 5 of which were detected at the commercial reference laboratory, and 3 of which were detected at the university laboratory (only 1 of the 8 dogs had *Cystoisospora* oocysts detected at both laboratories). Three of the *Cystoisospora*-infected dogs had diarrhea on the day of collection. One of the diarrheic dogs infected with *Cystoisospora* oocysts was co-infected with circovirus, *Cryptosporidium* spp., and *Giardia* spp. The frequency of detection of hookworm ova, *Cystoisospora* oocysts, roundworm ova, or whipworm ova via fecal flotation was not significantly different between the university and commercial reference laboratories.

Twenty-seven of 300 dogs (9%) tested positive on at least 1 or more of the 4 *Giardia* tests: fecal flotation or DFA at the university laboratory and fecal flotation or PCR at the commercial reference laboratory (Table S1). The presence of *Giardia* was not significantly different among dog parks (P = .20), although it was associated

with a significantly younger age ($P = .0007$). Twelve of the 27 *Giardia*-infected dogs (44%) had diarrhea on the day of sample collection and a significant positive association between *Giardia* detection and increasing fecal score was found ($P = .0049$). Thirteen of the 27 *Giardia*-infected dogs (48%) were co-infected with up to 3 additional enteropathogens, and *Cryptosporidium* spp. was found in 31% of these co-infected dogs. There was no association between the presence of *Giardia* spp. and the presence of other enteropathogens ($P = .087$). Seventy-nine owners reported that their dogs had been dewormed within the past 6 months, and 217 owners reported that their dog had not been dewormed within this period. Four owners failed to report their dog's deworming status on the questionnaire. Dogs that had been dewormed within the past 6 months were significantly more likely to have an intestinal parasite(s) detected ($P = .039$) compared to dogs that had not been dewormed. Intestinal parasites were detected in 52 dogs, of which 20 had been dewormed with the past 6 months and 32 had not. Intestinal parasites detected in the 20 dogs that had been dewormed included *Giardia* spp. (n = 11 dogs); *Cryptosporidium* spp. (n = 6 dogs); *Trichuris vulpis* (n = 3 dogs); *Ancylostoma caninum* (n = 1 dog); and *Cystoisospora* spp. (n = 1 dog). One of the dogs was co-infected with *Giardia* spp. and *Cryptosporidium* spp., and 1 other dog was co-infected with *Cryptosporidium* spp and *Cystoisospora* spp.

The frequency of detection of *Giardia* spp. via fecal flotation was significantly different between the university and commercial reference laboratories ($P = .013$). The university laboratory detected 13 additional positive samples that the commercial reference laboratory did not detect, whereas the commercial reference laboratory detected 3 positive samples that the university laboratory did not detect (Table S1). In addition, 11/27 dogs (41%) that had *Giardia* cysts detected via fecal flotation, DFA, or both were negative on PCR. Five of the 11 dogs (46%) that were infected with *Giardia* and that were negative on PCR were positive on both flotation and DFA. Significant differences were also found when DFA results were compared to the commercial laboratory fecal flotation ($P = .0016$) and to PCR results ($P = .014$).

Sixteen of the 300 dogs (5.3%) were positive for *Cryptosporidium* spp. on DFA or PCR, and 14 of these dogs were positive by PCR detection alone. Three of the 16 dogs did not have a DFA performed, and all dogs positive for *Cryptosporidium* spp. on PCR were negative on DFA. The 2 remaining *Cryptosporidium*-positive dogs were positive on DFA, but negative via PCR. The prevalence of *Cryptosporidium* spp. did not differ significantly among the 3 parks ($P = .13$), and the presence of this protozoan was not significantly associated with age ($P = .37$) or fecal score ($P = .77$).

Genotyping of Giardia Isolates

The overall amplification rate was low and was similar in the 3 loci (gdh, bg, and tpi, respectively). Only 7/27 isolates had sufficient DNA for amplification, and all isolates harbored the dog-adapted assemblages C, D, or both. Accession numbers for the nucleotide sequences can be found in GenBank (KX164005-KX64017).

Bacterial Enteropathogens

Eight of 300 dogs (2.7%) tested positive for either *Campylobacter jejuni* or *C. coli* via fecal PCR testing. Four dogs were positive for *C. jejuni*, 3 dogs were positive for *C. coli*, and 1 dog was positive for both *C. jejuni* and *C. coli*. Four of these 8 dogs (50%) were co-infected with 1 to 4 of the following enteropathogens: *C. difficile*, *C. perfringens*, coronavirus, circovirus, and *Cryptosporidium* spp; however, only 1 of the 8 dogs infected with *Campylobacter* spp. had diarrhea on the day of sample collection. None of the 8 dogs were fed a raw diet. Ten dogs were positive for *C. difficile TcdA* and *TcdB* genes via PCR. One of the 10 dogs was positive for *C. difficile TcdA* gene alone, 1 dog was positive for *TcdB* gene alone, and 8 dogs (2.7%) were positive for both *TcdA* and *TcdB* genes. Detection of *C. difficile TcdA* and *TcdB* genes was not associated with fecal score. *Clostridium perfringens* alpha toxin gene or *cpe* was detected in 104 of 300 dogs (35%). Thirty-three of the 104 dogs (32%) had diarrhea on the day of fecal collection, and 12 of these 33 dogs were co-infected with additional enteropathogen(s) (Table S2). *Clostridium perfringens* alpha toxin gene was detected above a threshold of 300,000 gene copies/gram via fecal PCR in 25 of the 300 dogs (8.3%), of which 12 dogs (48%) had diarrhea. *Clostridium perfringens* alpha toxin gene was negative or was detected below threshold in 239 dogs, of which 61 dogs had diarrhea (26%). This difference was significant ($P = .032$). *Clostridium perfringens cpe* was detected above threshold in 8 of 264 dogs (3.0%), of which 5 dogs (63%) had diarrhea. Of the 256 dogs in which *C. perfringens cpe* was negative or was detected below threshold, 68 dogs (27%) had diarrhea. These differences were significant ($P = .039$). There was a weak correlation found between the quantity of *C. perfringens* alpha toxin gene and fecal score ($\rho_S = 0.13$, $P = .037$) and quantity of *cpe* and fecal score ($\rho_S = 0.12$, $P = .057$). Three of 300 dogs (1%) tested positive on PCR for *Salmonella*. None of these 3 dogs had diarrhea on the day of fecal collection, and none were fed a raw diet. One of the dogs infected with *Salmonella* was co-infected with *Giardia* spp. and *C. perfringens*.

Viral Enteropathogens

Twenty-seven of 300 dogs (9%) were positive for circovirus via PCR, although the presence of this virus was not associated with fecal score ($P = .15$). Fourteen of 300 dogs (4.7%) tested positive for coronavirus via PCR, and 2 of these dogs had diarrhea on the day of collection; however, both of the diarrheic dogs were co-infected with *Giardia*. Seven of these 14 dogs (50%) were co-infected with 1 to 4 other enteropathogens, and 4 of these dogs were co-infected with *Giardia* (Table S2). Three of 300 dogs (1%) tested positive for

parvovirus via PCR. One of these dogs had diarrhea on the day of fecal collection, another was co-infected with *Giardia* spp., and the last dog had a history of diarrhea of 1-day duration within 30 days before fecal collection. Owners of dogs that were PCR positive for parvovirus reported no other abnormal gastrointestinal signs in their dogs. No dogs tested positive for distemper virus via PCR.

Discussion

This study represents the largest completed to date evaluating the prevalence of bacterial, viral, and parasitic enteropathogens in apparently healthy dogs attending dog parks. A similar study investigated the prevalence of intestinal parasites in 129 dogs that attended or did not attend a dog park in Fort Collins, CO.[9] The overall prevalence of intestinal parasites in that study was 7.0%, and *Giardia* was detected in 3.8% of dogs, compared to 18 and 9.0%, respectively, in this study. The higher prevalence of *Giardia* in our study and other studies[10,18] might reflect regional differences in the prevalence of *Giardia* spp., differences in the susceptibility of the animals, or differences in testing methods. Veterinary students or staff members at the veterinary university hospital who owned dogs with a lower prevalence of *Giardia* might have been more likely to obtain medical therapies and manage gastrointestinal signs in their dogs more proactively compared to dog owners frequenting dog parks.[9] Infection with *Giardia* or *Cryptosporidium* was unassociated with diarrhea in 1 study,[9] in contrast to our study which showed an association between *Giardia* infection and diarrhea. Differences in host factors or *Giardia* virulence factors could have accounted for this difference.

Fecal consistency was significantly associated with both the presence of enteropathogens and the number of enteropathogens detected, and younger dogs were significantly more likely to be infected with enteropathogens. Interestingly, most of the risk factors evaluated were not significantly associated with fecal score or the presence of 1 or more enteropathogens, including the presence of other household pets having diarrhea and the frequency of dog park attendance. Dogs with looser feces were more likely to be infected with *Giardia* spp., and the presence of *C. perfringens* alpha toxin gene and *cpe* above a threshold level of 300,000 gene copies/gram feces was weakly correlated with diarrhea, whereas dogs infected with *C. difficile* did not have altered fecal consistency. Infection with *C. difficile* and *C. perfringens* has been inconsistently associated with diarrhea in dogs;[19] however, both species have been associated with an acute hemorrhagic diarrheal syndrome in dogs.[20,21] Studies are warranted in healthy dogs to determine the prevalence of recently identified *C. perfringens* spore-forming toxins (netE and netF) associated with hemorrhagic enteritis in dogs.[22]

Canine circovirus (DogCV) has been implicated as an emerging pathogen of concern in dogs, and the role of this virus in causing diarrhea in dogs is currently being investigated. Circovirus has been associated with vasculitis and hemorrhagic gastroenteritis on necropsy; however, coinfection with additional enteropathogens in 68% of diarrheic dogs in 1 study complicates the diagnosis.[23] The prevalence of DogCV detected in this study (9%) was similar to that found in Li et al.'s study (11% and 6.9% in diarrheic and nondiarrheic dogs, respectively). The amplification of DogCV DNA from normal dogs and the lack of association with fecal score suggest that this virus might be nonpathogenic in many dogs.

The prevalence of *Salmonella* reported in this study (1%) was within the previously reported range of 0–2.3%[20,24] and did not correlate with fecal consistency. In addition, none of the dogs infected with *Salmonella* spp. ingested raw meat diets. The prevalence of *C. jejuni* and *C. coli* in this study (8/300, 2.7%) was slightly higher than previously reported by culture methods.[25] A previous study documented a prevalence for *Campylobacter* spp. of 43% via fecal culture in 251 dogs attending dog parks in southwestern Ontario.[26] The investigators included detection of *C. upsaliensis* in that study, a nonpathogenic species found in 37% of the dogs.[26] Importantly, no association was found between the presence of any bacterial enteropathogen and fecal score with the exception of *C. perfringens*, although potentially zoonotic bacterial enteropathogens detected included *Campylobacter jejuni* and *Salmonella*. *Campylobacter upsaliensis* and *C. helveticus* have been frequently isolated from healthy and diarrheic dogs and cats;[27,28] however, these relatively nonpathogenic species were not tested for.

The paradoxical results of intestinal parasites being detected significantly more frequently in dogs that had been dewormed compared to dogs that had not been dewormed within the past 6 months were likely a reflection of the type of intestinal parasites most commonly detected. Only 1 of the infected dogs that was dewormed was diagnosed with *Ancylostoma caninum,* whereas all of the other dogs that were dewormed were infected with parasites (*Giardia* spp., *Cryptosporidium* spp., *Trichuris vulpis*, and *Cystoisospora* spp.) that are not susceptible to commonly administered deworming medications such as pyrantel pamoate. The differences in detection of *Giardia* cysts on fecal flotation between the commercial reference and university laboratories could have been associated with known differences in methods for fecal flotation between the 2 laboratories. The commercial laboratory performed a single centrifugation flotation, and technicians scanned the slide at 10× magnification for approximately 60–120 seconds. In contrast, a single parasitologist with over 30 years experience performed all of the flotations at the university laboratory utilizing a double centrifugation flotation technique with evaluation of approximately 50 random high-power fields to determine the average number of cysts, oocysts, or ova per hpf. Interestingly, there were no significant differences between the 2 laboratories in regard to any other parasites detected on fecal flotation. This might be because nematode ova are more readily recognized on a slide because of their size compared to *Giardia* cysts. These results emphasize that if veterinarians recognize discordant results from

different laboratories by similar assays, the laboratories supplying the assays should be alerted to allow for internal investigation into quality assurance.

The relatively high number of dogs with false-negative *Giardia* PCR results at the commercial reference laboratory is concerning and could have occurred for several reasons. The presence of fecal inhibitors is plausible but was deemed unlikely because a positive internal amplification control was used in all samples and confirmed that no significant inhibitory activity remained in the nucleic acid. The internal sample quality control assessed by targeting a housekeeping gene also indicated good nucleic acid quality at both the gDNA and cDNA level. In addition, 2-fold dilutions of a select number of samples resulted in 1 Ct value weaker signals, confirming the absence of PCR inhibition. The high number of false-negative *Giardia* PCR results could have been a consequence of PCR test specificity. The *Giardia* PCR is highly specific for *Giardia duodenalis* based on the primer sets and does not pick up any other *Giardia* species, whereas fecal flotation or antibody-based *Giardia* detection tests are less discriminatory and more likely to detect nonclinically relevant species. In a dog park with a high density of dogs and their feces, combined with a high rodent and bird population, it is conceivable that nonclinical strains of *Giardia* are accumulated and occur in a high frequency of dogs that accidentally ingest these organisms, in the absence of overt infection. The high number of failed *Giardia* assemblage PCR tests, which is also *Giardia duodenalis* specific, could support the specificity aspect. This phenomenon would have to be tested specifically by characterizing *Giardia* strains by sequencing, which was not an objective of this study.

The reasons for the low amplification rates of DNA for *Giardia* genotyping were multifactorial and might have been associated with the lack of freshly extracted DNA, the method of DNA extraction, or the presence of *Giardia* species from birds and rodents that were not *Giardia duodenalis*. It is also plausible that the amount of *Giardia* DNA and the gene abundance (single and multicopy genes) was below the assay's detection limit. The results of *Giardia* genotyping testing of the isolates in this study were in agreement with most previous studies showing assemblage C or D represents the most common assemblages in the dog.[15,29]

Different amplification rates of the loci tested in the study have also been reported in similar multilocus genotyping studies in dogs.[15,30,31] Humans are primarily infected with assemblages A and B, and these have also been infrequently isolated from dogs, thus posing a potential zoonotic risk.[5]

Although fecal consistency correlated with both the presence and number of enteropathogens detected, 62/114 dogs (54%) were nondiarrheic. Thus, positive results obtained for any of the enteropathogens do not prove disease causation. In addition, the discordant findings between the university and the commercial reference laboratories in detection of *Giardia* cysts and *Cystoisospora* oocysts via fecal flotation warrant further scrutiny of the methods employed at both laboratories so the diagnostic yield can be increased. The discrepancy in the detection of *Cryptosporidium* via PCR versus DFA is also concerning because the DFA-positive specimens should have also been PCR positive. These results could be explained by the presence of fecal PCR inhibitors or the incomplete extraction of DNA from oocysts. In addition, all PCR-positive *Cryptosporidium* cases were DFA negative, which raises questions about the utility of DFA and PCR for diagnosing *Cryptosporidium* in dogs. The detection reagent in the commercial *Cryptosporidium* DFA kit utilizes a fluorescein isothiocyanate-labeled monoclonal antibody directed against cell wall antigen of *C. parvum*, and it is plausible that false-negative results could have been obtained if dogs were infected with *C. canis*. Lastly, although companion animals may pose a potential risk for zoonotic infections, the frequency of attending dog parks in this study did not significantly increase the risks of infection with an enteropathogen(s).

There were several limitations to this study, including the lack of *Giardia* ELISA testing that could have helped validate the PCR and fecal flotation results for *Giardia*.[8] In addition, confirmation testing for PCR assay results was only performed for the dogs that had *Giardia* assemblages determined by genetic sequencing. The direct fluorescent antibody test is the gold standard for diagnosis of *Giardia* in humans;[32] however, the test was not performed on all 300 fecal specimens due to its relatively high cost. Detection of *C. perfringens* CPE via ELISA would have also helped improve the diagnosis of *C. perfringens* and would have been helpful to determine the association between CPE detection and the presence of *cpe* above threshold. Future studies should include testing for *C. perfringens* spore-forming toxins (netE and netF) that were unavailable at the time of the study.

In conclusion, dogs diagnosed with ≥1 enteropathogens were significantly more likely to have an increased fecal score compared to noninfected dogs; however, most infections were not associated with any specific dog characteristics or risk factors apart from young age. The lack of specific risk factors is similar to the findings of a study that determined the prevalence of enteropathogens in 100 dogs (50 dogs with normal feces and 50 dogs with diarrhea) at an open-admission municipal animal shelter in Florida.[33] Zoonotic enteropathogens were detected in 29 dogs (9.7%) in this study, and most of these dogs had normal feces underscoring the challenges of predicting the risk of infection and zoonotic transmission for individual animals. Pet owners who frequent dog parks should be educated about the potential risks of zoonotic transmission of enteropathogens from dogs, and the fact that a dog with normal feces can pose a risk of zoonotic transmission. Pet owners should also be advised to avoid taking their dog to a dog park if it has diarrhea. This study also highlights important discrepancies in the diagnosis of *Giardia* via fecal centrifugation flotation between a commercial laboratory and university parasitology laboratory, underscoring the potential for underdiagnosing

this enteropathogen at some individual laboratories. The methodology for fecal flotation and improved technician training should be undertaken in an effort to increase the performance characteristics of this test. In addition, the utility of fecal PCR testing for *Giardia* warrants further investigation to determine the reason (s) for the discrepant results with fecal flotation and DFA testing.

Footnotes

[a] StataCorp LP, College Station, TX
[b] Dog Park Study Questionnaire—Supporting information available online
[c] IDEXX Reference Laboratory, Sacramento, CA
[d] MERIFLUOR® *Cryptosporidium*/*Giardia*, Meridian Bioscience, Inc., Cincinnati, OH
[e] Roche Applied Science, Indianapolis, IN
[f] Applied Biosystems, Foster City, CA

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Conflict of Interest Declaration: Drs. Lappin and Marks have lectured occasionally on behalf of IDEXX at national veterinary conferences (North American Veterinary Conference and Western Veterinary Conference) and have provided consultations for the company infrequently. None of the co-authors played any role in the detection of enteropathogens on fecal flotation or DFA (all testing was done by parasitologists at IDEXX and at UC Davis), and the order of testing of the different dog parks was randomized according to a statisticians MS Excel randomizer.

Off-label Antimicrobial Declaration: Authors declare no off-label use of antimicrobials.

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Supporting Information

Additional Supporting Information may be found online in the supporting information tab for this article:

Table S1. Comparison of results for fecal flotation performed at a commercial reference laboratory versus veterinary university parasitology laboratory in 27 dogs that tested positive for *Giardia* spp. via fecal flotation, fecal PCR, or direct fluorescent antibody testing.

Table S2. Parasitic, Bacterial, and Viral Enteropathogens Detected in 114 of 300 dogs Frequenting 3 Regional Dog Parks in Northern California.

Data S1. Dog Park Study Questionnaire.

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Research Article

Urban Dog Parks as Sources of Canine Parasites: Contamination Rates and Pet Owner Behaviours in Lisbon, Portugal

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Dog parks represent a recent trend in western countries, enabling owners to spend quality time with their pets in a controlled environment. Despite their growing popularity, few studies have been performed to date on these parks to investigate dog intestinal parasitic infections and soil contamination. The present study examined 369 faecal and 18 soil samples collected from 3 dog parks in Greater Lisbon, Portugal. Additionally, 102 interviews were performed with dog owners to assess dog-walking behaviours and parasite risk. In total, 33% of the faecal dog samples were infected with at least one parasitic agent: hookworms (16.5%), *Cryptosporidium* spp. (11.9%), *Giardia* spp. (11.4%), *Toxascaris leonina* (1.1%), *Cystoisospora* spp. (1.1%), *Toxocara* spp. (0.5%), and *Sarcocystis* sp. (0.3%). The soil of all the parks was contaminated with hookworm eggs. This is the first study performed in a European urban area to assess canine faecal contamination and parasitic agents in dog parks. Our results highlight the potential of these parks as a source of transmission for canine parasites, including some with zoonotic potential. Public awareness and effective preventive measures should be promoted to minimise the health-risk impact to both animals and humans, under the scope of environmental and public health.

1. Introduction

In modern-day society, the human-animal bond has become stronger with pets playing an important role as a source of companionship, emotional support, and recreation. Dogs encourage easier social interactions between people and promote the physical and psychological health of their owners [1, 2]. Despite the positive effects that pets can have on people's lives, this close bond may also compromise human health due to allergic reactions, trauma, and infectious diseases [2]. Dogs have been implicated in the transmission of more than 60 zoonotic infectious diseases [1], some of which are due to canine intestinal parasitic infections and are of serious concern. For instance, *Toxocara* spp. are responsible for visceral larva migrans (VLM), ocular larva migrans (OLM), covert toxocariasis, and neurological and atopic signs [3]. Some hookworms can cause cutaneous larva migrans (CLM) and eosinophilic enteritis [4]. Assemblages A and B in the protozoan genus *Giardia* are considered to have a zoonotic potential [5], and the risk of human infection by *Cryptosporidium* sp. from dogs, though limited, has not been excluded [6]. Until now, children, pregnant women, elderly, and immunocompromised people are all at a higher risk of disease resulting from parasitic zoonoses [7].

Dog parks (i.e., enclosed areas for domesticated dogs to play off-leash and socialise with other canines in a controlled environment) enable owners to spend quality time with their dogs. These areas promote social interactions among dogs and offer a safe setting for regular exercise in a controlled environment under the supervision of their owners [8]. Over the last decades, dog parks became very popular in urban areas and are one of the fastest growing segments of city parks.

However, these parks may pose an increased risk for the transmission of parasitic zoonotic agents, via faecal and soil contact, among dogs, humans, and wildlife [8, 9]. Despite this, few studies investigating soil contamination and intestinal parasitic infections in dog parks have been carried out thus far, including one in Colorado, USA [10], and a second in Calgary, Alberta, Canada [8]. No studies have been performed in urban dog parks in Europe to date.

In order to assess faecal environmental contamination and intestinal parasites in frequenting purpose-built dog parks, faecal and soil samples were collected from such parks located in urban areas of Lisbon, Portugal. Interviews were conducted to assess owners' behaviour, veterinary care, and the owner-pet relationship.

2. Materials and Methods

2.1. Sampling Area. Three purpose-built dog parks located in Greater Lisbon were chosen, in order to represent this type of facility located in densely populated areas distributed throughout the city: (A) Algés, a 350 km^2 parish with 48.665 inhabitants and 1.693 licensed dogs; (B) Benfica, a 465 km^2 parish with 36.821 inhabitants and approximately 400 licensed dogs; and (C) Campo Grande, a 1.120 km^2 parish with 31.813 inhabitants and about 1.700 licensed dogs (Figure 1). The dog parks were fenced with a double-gated entry and had shades, drainage, water sources, and covered garbage cans. All parks were regularly maintained, including ground cleaning. This study was conducted from October to December 2015. For a better representation of the visiting population, fresh faecal samples randomly distributed throughout the parks were collected every 15 days, at different periods of the day (morning, midday, and afternoon). Once a month over the same period, soil samples were collected from five distinct spots with a gardening spade and subsequently pooled (approximately 250 grams). Samples were obtained from a depth of between 0 and 5 cm of grass (3 samples/park) and gravel (3 samples/park). Although cleaning and disinfection activities are implemented on a regular basis, the authors were unaware of any of them performed on the surveyed parks immediately prior to sampling dates.

Over the same period, 102 owners walking their dogs in the three dog parks were interviewed.

2.2. Coprological Analysis

2.2.1. Parasite Egg Isolation and Identification. A Centrifugal Sedimentation Flotation (CSF) technique was used [11]. Briefly, 3–5 g of each faecal sample was homogenised in 55 ml of distilled water and sieved through a tea strainer into a tube. Tubes were centrifuged (3 minutes at 3000 rpm) and the supernatant was discarded. A third of the tube was filled with sucrose solution (specific density: 1.3 g ml^{-1}), vortexed, filled again with sucrose solution, and centrifuged (3 minutes at 3000 rpm). Tubes were then filled with sucrose solution until a convex meniscus was formed and a coverslip was then placed immediately on the top. After 25 minutes, the coverslip was placed on a slide for observation using an optical microscope at 100x–400x magnification. Eggs, oocysts, and cysts were identified morphologically according to published guides [12–14]. Names of the parasites of genus *Cystoisospora* followed a recent taxonomic revision [15].

2.2.2. Faecal Smears. A faecal smear, stained by the modified Ziehl-Neelsen technique [16], was performed on each sample. Briefly, a small amount of faeces was spread over a slide to form a thin layer, using a stirring rod. After drying, smears were fixated with methanol for 1 minute, covered with fuchsine for 10 minutes, and washed under running water. They were subsequently washed with 1% hydrochloric alcohol to remove excess fuchsine and washed again with running water. Slides were then covered with 0.4% malachite green for 30 seconds, washed again with running water, and finally left to air-dry. Smears were observed at 1000x magnification for the detection of *Giardia* sp. cysts, as transparent oval bodies with 4 nuclei, and *Cryptosporidium* sp. oocysts, as round oocysts frequently containing typical crescent shaped sporozoites stained with a pink-reddish colour. A minimum of 50 fields were observed per slide. Genotyping of *Giardia* spp. and *Cryptosporidium* spp. isolates was not possible to perform.

2.3. Soil Analysis. Soil samples were analysed using a modified Sieving and Centrifugal Sedimentation Flotation (CSF) technique [17, 18]. For each sample, one hundred grams of soil was weighed, mixed with 100 mL of 5% Tween-20 solution, and then homogenised for 10 minutes and allowed to stand overnight. The contents were then sieved (diameters 1.000 mm, 0.500 mm, 0.250 mm, 0.150 mm, 0.063 mm, and 0.020 mm) and washed under running water for 30 minutes. The sediment present in the 0.063 mm and 0.020 mm sieves was resuspended in distilled water and allowed to stand overnight. The sediment was then resuspended with distilled water and the tubes were centrifuged for 3 minutes at 2000 ×g. The supernatant was discarded and the parasite eggs were collected from sediment and identified as mentioned above.

2.4. Interviews. Multiple-choice questionnaires were completed as oral face-to-face interviews conducted with 102 dog owners walking their dogs in each one of the three dog parks. Overall, 34 questionnaires were performed per park. Owners were asked several questions intended to assess dog-walking behaviours, including park visitation frequency, animal healthcare, and dog-owner habits.

2.5. Statistical Analysis. Statistical analysis was performed using R, version 3.1.3, and the extension R Commander (the R Foundation for Statistical Computing, 2013). Chi-square or Fisher's exact tests were used to compare proportions and a probability p value < 0.05 was considered as statistically significant. Exact binomial 95% confidence intervals (CI) were established for proportions.

3. Results

3.1. Faecal Samples. In total, 369 faecal samples were collected: 125 from Algés (A), 124 from Benfica (B), and 120 from Campo Grande (C). A total of 18 soil samples were also collected, 6 from each park (3 from grass and 3 from gravel surfaces). The overall prevalence of various parasites in the

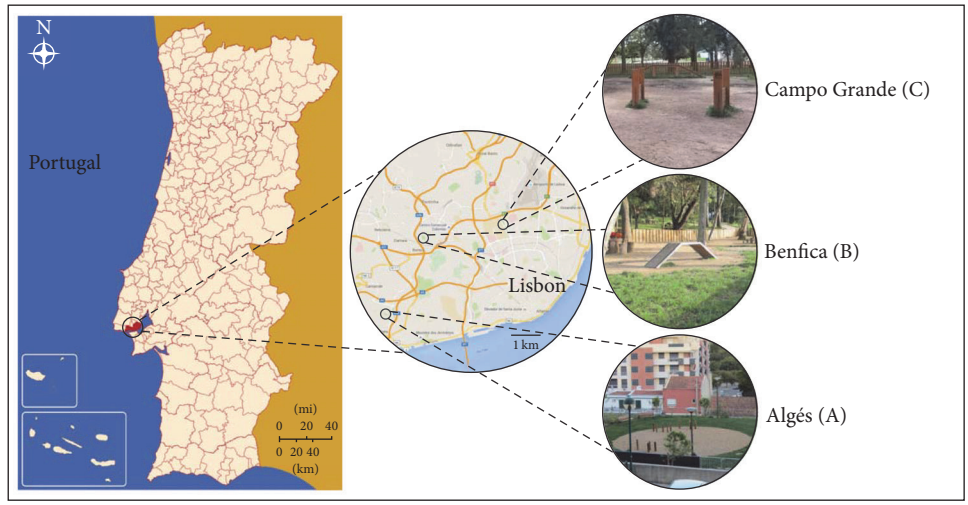

Figure 1: Map highlighting the three dog parks assessed in Greater Lisbon, Portugal.

Table 1: Prevalence of the parasites detected in faecal samples collected in three dog parks (A, B, and C) of Greater Lisbon, Portugal.

	A (n = 125) (95% CI)	B (n = 124) (95% CI)	C (n = 120) (95% CI)	Total (n = 369) (95% CI)
Hookworms	14.4% (9.0–22.1)	18.5% (12.4–26.7)	16.7% (10.7–24.8)	16.5% (13.0–20.8)
Cryptosporidium spp.	12.0% (7.1–19.3)	15.3% (9.7–23.2)	8.3% (4.3–15.2)	11.9% (8.9–15.8)
Giardia spp.	16.0% (10.3–23.9)	6.5% (3.0–12.7)	11.7% (6.8–19.1)	11.4% (8.4–15.2)
Cystoisospora spp.	0.8% (0.0–5.0)	1.6% (0.3–6.3)	0.8% (0.0–5.2)	1.1% (0.4–2.9)
Toxascaris leonina	0	0	3.3% (1.1–8.8)	1.1% (0.4–2.9)
Toxocara spp.	0.8% (0.0–5.0)	0.8% (0.0–5.1)	0	0.5% (0.1–2.2)
Sarcocystis sp.	0.8% (0.0–5.0)	0	0	0.3% (0.0–1.7)
Total of positive samples	35.2% (27.0–44.3)	31.5% (23.6–40.5)	32.5% (24.4–41.7)	33.1% (28.3–38.2)

faecal samples from the three different parks is presented in Table 1.

Hookworms were the most prevalent group of parasites detected. *Cryptosporidium* spp., *Giardia* spp., and *Cystoisospora* spp. were also identified in all three parks whereas *Toxocara* spp. were detected in only two parks and *Toxascaris leonina* and *Sarcocystis* sp. were detected in only one. Dog park A showed a greater biodiversity in its parasitic fauna with 6 of the 7 parasite groups diagnosed, whereas dog parks B and C had only 5 different types of parasites (Figure 2). No significant statistical differences were detected between parks (p = 0.81).

3.2. Soil Samples. In total, 18 soil samples were collected, 6 per each park (3 from grass and 3 from gravel). Five of the 9 samples (55.6%) from grassed areas contained hookworm eggs (Ancylostomatidae) whereas 0/9 samples from gravel areas had hookworm eggs, showing a significant statistical difference between grassed and gravel areas (p = 0.03). Overall, 27.8% (5/18) of the soil samples (all from grassed areas) were contaminated with hookworm eggs, in the three assessed parks: 33.3% (CI 6.0–75.9%) from A, 16.7% (CI 0.9–63.5%) from B, and 33.3% (CI 6.0–75.9%) from C. Eggs were only found in grassed areas. Regarding soil samples, no significant statistical differences were detected between the parks (p = 1).

3.3. Interviews. It was found that 40.2% of the dogs present in the parks live in a home/dwelling with at least one other animal (most with other dogs and cats and a minority with birds, rabbits, or guinea pigs). Regarding daily walking, 82.3% were walked both on the streets and in parks, 16.7% only in

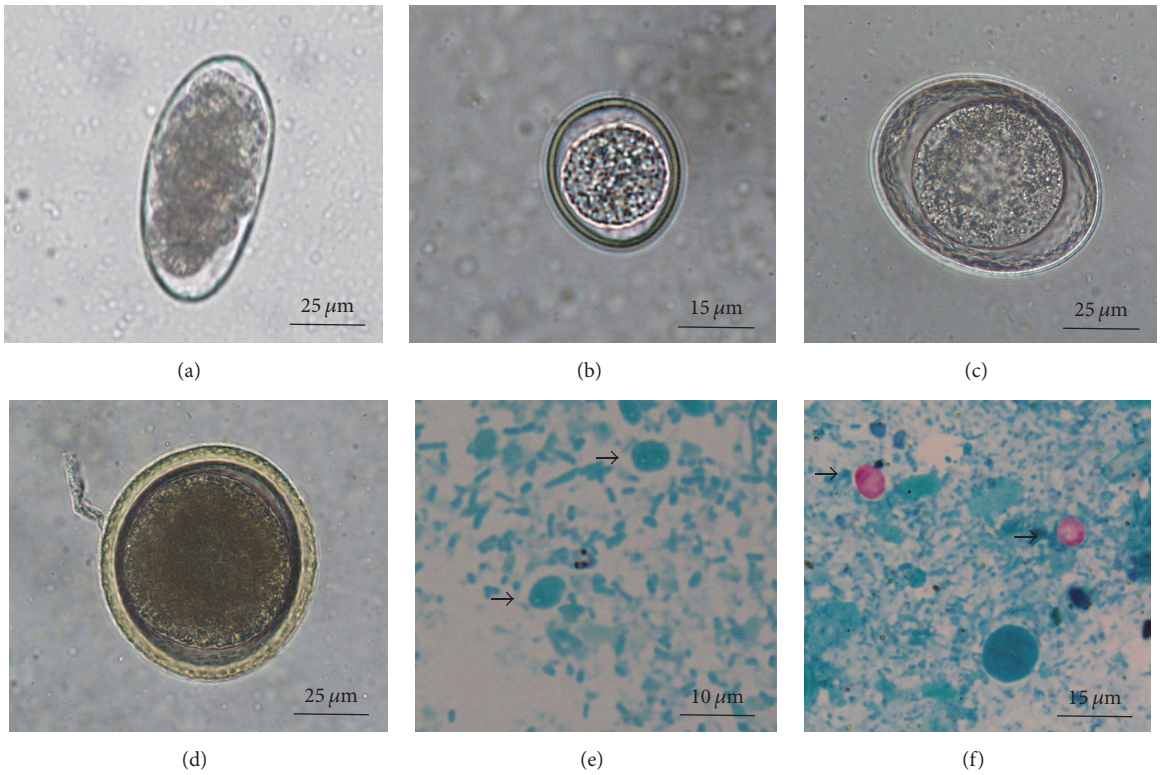

Figure 2: Some of the eggs, cysts, and oocysts detected in fresh faecal samples collected from dog parks using Centrifugal Sedimentation Flotation technique and faecal smears stained by the modified Ziehl-Neelsen technique. (a) Morulated hookworm egg; (b) *Cystoisospora* spp. unsporulated oocyst; (c) nonembryonated *Toxascaris leonina* egg; (d) nonembryonated *Toxocara canis* egg; (e) *Giardia* spp. cysts in faecal smear (arrows); (f) *Cryptosporidium* spp. oocysts in faecal smear (arrows).

parks, and 1.0% in parks and open field. In addition, 41.2% of the respondents mentioned visiting with their dogs more than one of the dog parks located in Lisbon.

Of the total respondents, 50.0% visited the park daily, 29.4% at least once a week, and 20.6% less than 1–3 times a month. Most dog owners walked their dogs off-leash (57.8%), 17.6% on-leash, and 24.5% both (82.3% with off-leash activity, overall). Almost all owners, 94.1%, claimed to collect their dog's faeces.

Regarding animal healthcare, 93.1% of dog owners answered to have taken their dog to a veterinarian consultation in the previous 12 months. Concerning anthelmintic treatments, 89.9% of the owners stated to have internally dewormed their dogs in the previous six months. However, when asked regarding its specific frequency, 14.5% answered three times a year, 41.0% twice a year, 13.3% once a year, and only 27.7% at least four times a year.

The most commonly used anthelmintic drug (72.7% of respondents) was the combination of praziquantel-pyrantel embonate with a third molecule (febantel, oxantel, or fenbendazole).

In 82.4% of the households, the dog was allowed to visit the owners' bedroom, 75.5% were allowed to lick their owners' faces, and 43.1% were allowed to sleep with the owners in their beds.

4. Discussion

This is the first study performed to assess canine faecal contamination and parasitic agents in urban dog parks and dogs frequenting such parks in Europe. The three parks had similar rates of contamination, with one-third of dog faecal samples positive for at least one parasite. Hookworms were the parasite group detected with the highest prevalence (16.5%) in all sampled parks. In Europe, there are two main species of hookworms: *Ancylostoma caninum* (the potentially zoonotic helminth responsible for cutaneous larva migrans) and *Uncinaria stenocephala* (nonzoonotic). As faecal culture and larvae examination were not performed, these two species were not differentiated and zoonotic potential could not be assessed. Although faecal samples were fresh, they were directly exposed to sunlight and warm temperatures for some hours until collection. Indeed, according to Anderson (2000) [19], the embryo formation of *A. caninum* eggs easily takes place and greatly varies with environmental temperature, ranging from 6–12 days at 12°C to 10–12 hours at 30°C. Similarly, *U. stenocephala* eggs can hatch within 12 hours at 20°C. Considering the high temperatures registered in Lisbon during the study sampling period, this fact explains why the authors found several embryonated eggs, despite working with fresh collected samples.

Concerning the percentage of hookworm eggs contaminating the herbage (55.6%), it mirrors the results found also by other authors concerning both domestic and wild canids. Hookworm infections had been commonly reported in household, hunting, kennel, and farm canids from north and south of Portugal, being the predominant helminth eggs detected [20, 21]. Although free-living nematodes may also be found when sampling herbage, they were distinguished by the characteristics of the adult stages (e.g., rhabditids) and by their eggs which are smaller and more transparent. Additionally, hookworm samples were found in parks where neither rabbits nor rodents were found, given the regular cleaning measures and rodent control program performed by municipal city services in these areas. In the present study, hookworm eggs were the only parasites found in soil samples, which suggests recent contamination, as these eggs do not generally persist for long periods in the environment [22]. Additionally, only grass samples were positive for parasite ova. The lack of ova in gravel samples is possibly explained by the large size of the gravel grains that do not retain parasitic elements, or by the fact that dogs prefer to defaecate on grass rather than on gravel. Furthermore, grass areas protect more the eggs from direct sun exposure in comparison with sandy areas, where eggs may have been destroyed by desiccation after direct sunlight exposure.

Protozoa were also found in all sampled parks, being more prevalent than nematodes. Indeed, a declining trend in the prevalence of intestinal helminths has been observed in certain countries over the last few decades, possibly explained by owner's increased awareness and consequent application of routine preventive anthelmintic treatments [7]. Such anthelmintics usually do not have label claims that include intestinal protozoa [7].

In the present study, oocysts of *Cryptosporidium* spp. were found in 11.9% of the faecal samples. This prevalence is in between the 4.8% of park-attending dogs from Colorado, United States of America [10], and the 14.7% detected in park-attending dogs from Calgary, Canada [8]. Lower prevalence was detected in other European countries, such as 0% in Belgium [23] and 2.6% in France [24]. *Cryptosporidium* infection in dogs is mainly caused by *Cryptosporidium canis* whereas in humans it is mainly due to *Cryptosporidium hominis*. In fact, the risk of humans acquiring the infection from dogs seems to be minimal, mostly limited to immunocompromised individuals, although zoonotic potential has not been conclusively ruled out by the scientific community [6].

Giardia spp. were found in 11.4% of the faecal samples, again an intermediate value between the 7.6% in park-attending dogs from Colorado [10] and the 24.7% from Calgary [8], performed with direct immunofluorescence assay, a more sensitive method of detection. *Giardia* spp. trophozoites and cysts were searched using CSF and Ziehl-Neelsen staining of faecal smears. Although the latter technique is not much referred for detection of *Giardia* spp., it was chosen in this study because of its common use for the diagnosis of *Cryptosporidium* spp., allowing the simultaneous detection of both agents. This is an easy and well-suited detection method for general practice [25]. Similar studies conducted in other areas of Portugal using zinc sulphate showed prevalence of 7.4% in asymptomatic dogs and 15.5% in symptomatic dogs from Oporto [26], and 1.3% in household dogs and 61.2% in kennel dogs from Évora [21].

In fact, *Cryptosporidium* spp. and *Giardia* spp. are frequently associated with waterborne outbreaks. In a study conducted in Lisbon to assess the presence of *Cryptosporidium* and *Giardia* in raw and treated water by immunofluorescence (IFA) microscopy and PCR, *Cryptosporidium* spp. oocysts were found in 53.6% of untreated and in 41.5% of treated water samples, whereas *Giardia* spp. cysts were detected in 58.0% of untreated and in 25.6% of treated water samples [27].

Although there is only one species of *Toxocara* in the dog *(Toxocara canis)*, as dogs may also shed eggs of *Toxocara cati* due to coprophagy and as morphological distinction between *T. canis* and *T. cati* eggs is very difficult with light microscopy, the authors only indicated the genus. The prevalence of dogs shedding *Toxocara* eggs in the present study was low, particularly when compared to the results found by Otero et al. [28] who detected 63.2% of soil and 15.8% of faecal samples positive for *Toxocara* spp. in urban public parks and children playground sandpits of Lisbon. A higher prevalence of dogs shedding *Toxocara* eggs was detected in a study performed in Oporto, Portugal, using zinc sulphate, where 5.1% of asymptomatic dogs and 7.8% of gastrointestinal symptomatic dogs admitted to a veterinary hospital tested positive [26]. Nevertheless, the prevalence detected in the present study might be underestimated as several parasites (in particular *Toxocara canis*) affect mainly puppies, which are not taken to public places or spaces of canine socialisation, because they have not yet been fully vaccinated. This might also be the justification for the low prevalence (1.1%) of samples positive for *Cystoisospora* spp., a protozoan that is mostly found in puppies, usually not taken to public places or dog parks. A higher prevalence of *Cystoisospora* spp. was found in Oporto (13.5%) in dogs presenting gastrointestinal signs [26]. Other studies performed in Europe reveal higher prevalence, such as central Italy (7.5%) [29] and Spain (10.2%) [30].

T. leonina was also found in 1.1% of the samples, a similar prevalence to the 0.5% detected in dogs with gastrointestinal signs from Oporto [26].

Sporocysts of *Sarcocystis* spp. were found in only one sample (0.3%), a very low prevalence, possibly explained by the indirect life cycle of this parasite. This parasite was also diagnosed in domestic canids in other researches carried out in Northern Portugal and its prevalence rates were also low [31].

Regarding *Trichuris vulpis*, heavy infections tend to be geographically localised or to occur mostly in kennels [32], which might explain the lack of positive results for this parasite in the present study.

The high prevalence of detected helminths generally covered by regular deworming products suggests that few dogs are internally dewormed with the recommended schedule (minimum quarterly) [32] despite the frequent contact with other animals. Indeed, the percentage of dewormed dogs in this study is in agreement with Matos et al. [33], who observed that although the majority of Portuguese pet owners give antiparasitic drugs to their pets, most of them do not follow

the manufacturer's recommendations and veterinary advice, deworming at irregular intervals.

According to Smith et al. [8], infection with enteric parasites is positively associated with off-leash activity, park visitation frequency, and visiting more than one park. In the present study, 82.3% had off-leash activity, 50.0% of the dogs visited dog parks daily, and 41.2% frequented other parks. Additionally, approximately 40% of the surveyed dogs shared the house with other animals and less than one-third were dewormed according to the recommended regimen. Although 94.1% of the owners stated that they collect their pet's faeces, 5 to 10 faecal samples were spotted by the authors in each dog park, every sampling date (Ana Ferreira, personal communication). In the study of Matos et al. [33], 63.3% of the Portuguese dog owners affirmed collecting their dogs' faeces in public areas, 95.6% whenever this occurs on a city path or pavement and 82.9% whenever this occurs in city parks. These results match the 94.1% of the owners who stated that they collect their pet's faeces in the present study. Nevertheless, it could be possible that the percentage found in our study may be overestimated, not reflecting owners' real behaviour, as this is a sensitive matter and data was not collected anonymously. Still, this measure should be encouraged, as it is an extremely important and easy way to reduce environmental contamination to safeguard public and animal health.

Despite the prevalence of the various parasites detected in these dog parks, the present results should be interpreted with caution, as some limitations should be pointed out. Multiple sampling of the same animal(s) cannot be excluded because the source of each faecal sample was not known. In addition, it was not possible to pair survey findings to faecal samples on an individual basis, which hampers the capacity to assess the risk factors of this population. Larvae examination after faecal culture, assessment of *Toxocara* spp. egg infection ability, and genotyping would have been particularly relevant to determine the hookworm species, the zoonotic potential of *Toxocara* eggs, and the genotypes of *Giardia* spp. and *Cryptosporidium* spp. isolates and, consequently, the potential zoonotic impact of these parasites. The sample size was small regarding the number of samples and geographic distribution, hindering an inference to the whole area of Lisbon. However, one-third of faecal samples with at least one parasite, using the above-mentioned techniques, must be considered a relevant finding for a supposedly well-controlled dog population regarding canine gastrointestinal parasitic diseases, according to the owner's answers. For this reason, further studies are needed involving larger samples and other geographic areas in Portugal, to better understand the potential of dog parks as a transmission source of parasitic diseases for animals and humans.

5. Conclusions

In conclusion, soil contamination with the potentially zoonotic hookworm eggs was present in all the parks assessed. In addition, one-third of dog faecal samples contained detectable parasites, including two nematodes with potential zoonotic impact (hookworms and *Toxocara* spp.) and two potentially zoonotic genera of protozoa (*Cryptosporidium* spp. and *Giardia* spp.). Further studies are needed to assess if such risks are present in other dog parks, located in other cities in our country, and all over Europe. Despite being considered for many owners as a destination of excellence for their dogs, these results highlight the potential of dog parks as a source of transmission of several parasitic diseases, especially when considering the high level of human and canine movement in such confined areas. This is particularly likely when appropriate cleaning measures and effective deworming practices are lacking. Additionally, the close physical contact and some behavioural practices reported by several owners not only show a lack of knowledge regarding animal and public health issues but also can pose an increased risk for the transmission of zoonotic diseases. Public awareness and effective preventive measures should be promoted, to minimise the health-risk impact to both animals and humans, under the scope of environmental and public health.

Conflicts of Interest

The authors declare that there are no conflicts of interest regarding the publication of this paper.

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Outlook

Dog Park...

From Deborah Arnow [redacted]
Date Tue 11/18/2025 11:42 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hello,
I'm submitting an email so that my concern about having a dog park and field usage combined can be forwarded to the council, rcdc, and parks commission.

It is my understanding there are four options at play:

1. Status quo
2. Dedicated dog park of .25 on back parking lot
3. Dedicated dog park of .4 acres (combo lot and fields)
4. Dedicated dog park .6 acres (combo lot and fields)

It is my desire to have a dedicated .25 dog park with NO overlap on field usage. Also, it is a desire to have the dog park open to "residents" only dogs. Not sure if that is being addressed.

Best,
Deborah Arnow
[redacted]

Outlook

Feedback, Fields 3/4/5

From Don Hudson [redacted]
Date Sun 11/16/2025 11:22 AM
To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Good morning, Makayla, Alun,

Two votes here as follows:

D). Dedicated dog park of 0.6 acres.

Thanks

Don Hudson
Annie Hudson

Outlook

Hatley fields

From Ellen Smitheal [redacted]
Date Mon 11/17/2025 9:03 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc athomas@rollingwoidtx.gov <athomas@rollingwoidtx.gov>

I have lived in Rollingwood for 23 years. I do not like the idea of moving the dog park to the parking lot. I am not even sure what exactly that would mean.

Right now, I would stick with the status quo.

Thank you
Ellen Smitheal
Sent from my iPhone

Outlook

Hatley Fields and Dog Park Usage

From Emily Graham Nolan [redacted]
Date Thu 11/13/2025 9:16 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Justin Nolan [redacted]

Dear City Council, Parks Department and RCDC,

I am writing as a resident of Rollingwood and a parent of a Western Hill t ball player with serious concerns about the dual usage of the Hatley Fields for baseball and as an off leash dog park. Allowing children to play organized sports on a field where dogs routinely defecate is unhealthy, unnecessary, and unacceptable for any child.

Even when responsible owners pick up visible waste, dog feces leave behind microscopic pathogens and parasite eggs that contaminate soil, grass, and dust for months or years. Documented health risks include:

- **Toxocara canis** (roundworm) – eggs persist in soil and are a leading cause of visceral and ocular larva migrans in children, sometimes resulting in permanent blindness or organ damage. The CDC identifies dog parks and multi use fields as high risk locations for this preventable parasitic infection.
- **Giardia**, **Cryptosporidium**, and **Salmonella** – these resilient organisms are commonly found in dog feces and cause severe diarrhea, dehydration, and (in the case of Cryptosporidium) prolonged illness that can require hospitalization in young children.
- Pathogenic **E. coli** and **Campylobacter** – both frequently detected in soil samples from parks where dogs are allowed to defecate.
- Hookworms – larvae in contaminated soil can penetrate a child's skin during normal play (sliding into bases, diving for balls, or simply sitting on the ground).

Multiple peer-reviewed studies of shared-use parks have found parasite eggs and fecal bacteria in the soil long after visible feces are removed. Children inevitably ingest or inhale small amounts of this contaminated dirt while playing baseball—through hand-to-mouth contact, dust kicked up during slides, or shared equipment. The American Academy of Pediatrics and the CDC both caution against allowing dogs to defecate on fields used by children, precisely because the risk cannot be eliminated by "pick-up" rules alone.

No parent should have to weigh the benefits of youth sports against the real chance of their child contracting a preventable parasitic infection or serious bacterial illness. Rollingwood's children deserve fields that are dedicated to their safe play, not shared with off leash dogs.

I respectfully urge the City Council to:

1. Immediately end the practice of allowing dogs to defecate on any field used for youth baseball or other children's organized sports.

2. Relocate the off-leash dog park to a separate, dedicated area that does not overlap with children's athletic fields.

Rollingwood is fortunate to have residents who love both their children and their dogs. With thoughtful planning, we can provide excellent facilities for both without forcing families like mine to choose between a child's participation in team sports and protecting their health.

Thank you for your time and for your commitment to the well-being of all Rollingwood residents.

Sincerely,

Emily Nolan



Outlook

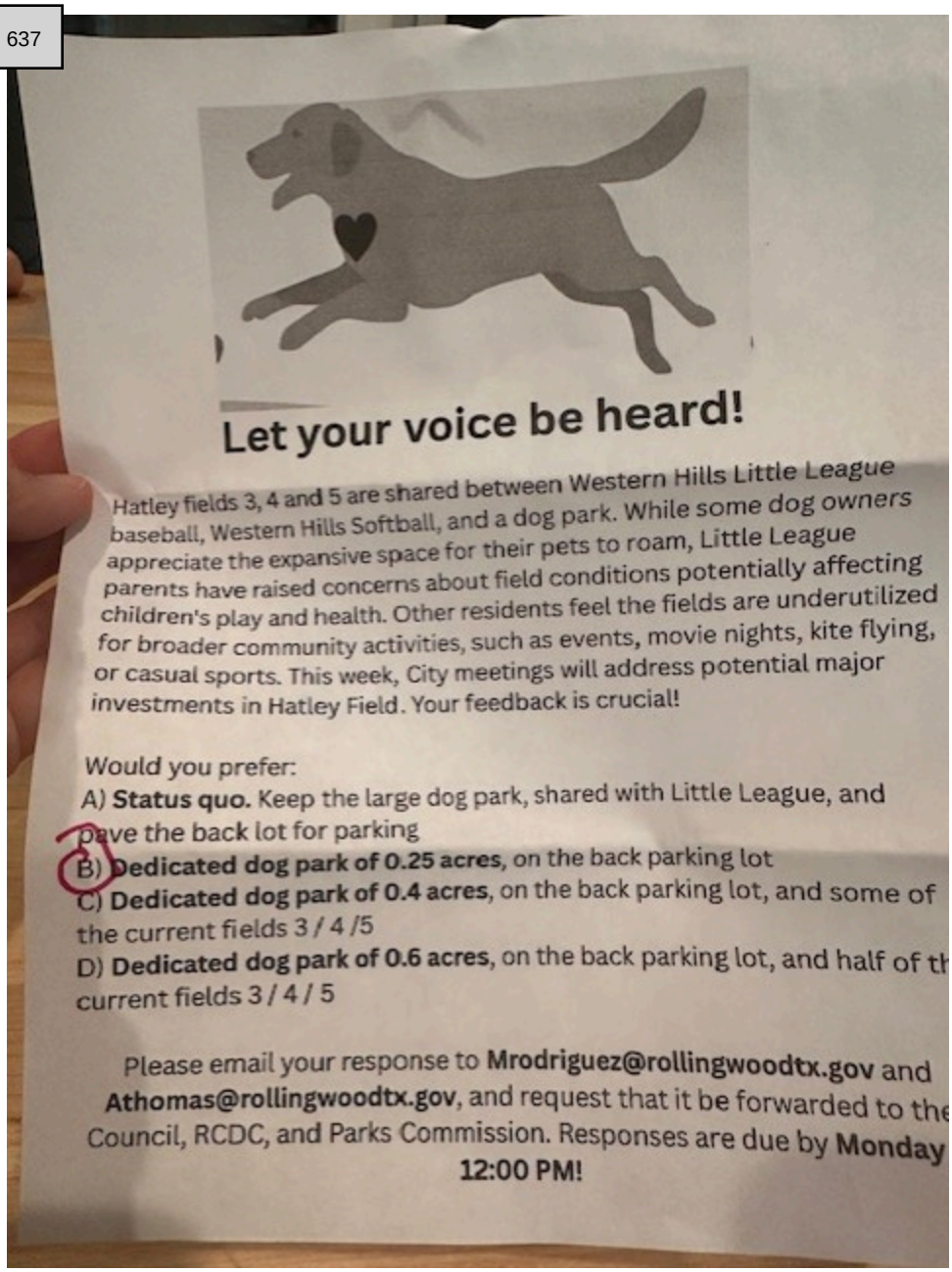
Dog park vote

From Erica L [redacted]
Date Mon 11/17/2025 5:25 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hi,

My family's vote on this is (B), 0.25) acres of dedicated dog park.

Thanks,
The Lanzavecchias
[redacted]



Let your voice be heard!

Hatley fields 3, 4 and 5 are shared between Western Hills Little League baseball, Western Hills Softball, and a dog park. While some dog owners appreciate the expansive space for their pets to roam, Little League parents have raised concerns about field conditions potentially affecting children's play and health. Other residents feel the fields are underutilized for broader community activities, such as events, movie nights, kite flying, or casual sports. This week, City meetings will address potential major investments in Hatley Field. Your feedback is crucial!

Would you prefer:

A) **Status quo.** Keep the large dog park, shared with Little League, and pave the back lot for parking

B) **Dedicated dog park of 0.25 acres**, on the back parking lot

C) **Dedicated dog park of 0.4 acres**, on the back parking lot, and some of the current fields 3 / 4 /5

D) **Dedicated dog park of 0.6 acres**, on the back parking lot, and half of th current fields 3 / 4 / 5

Please email your response to **Mrodriguez@rollingwoodtx.gov** and **Athomas@rollingwoodtx.gov**, and request that it be forwarded to the Council, RCDC, and Parks Commission. Responses are due by **Monday 12:00 PM!**

Sent from my iPhone

Outlook

Please listen to the community

From Erika Whitehouse [redacted]
Date Sat 11/15/2025 1:14 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Kevin Glasheen <kglasheen@rollingwoodtx.gov>; Brook Brown <bbrown@rollingwoodtx.gov>; Sara Hutson <shutson@rollingwoodtx.gov>; Phil McDuffee <pmcduffee@rollingwoodtx.gov>; Kevin Schell <kschell@rollingwoodtx.gov>

Hi all! I am writing in favor of neighborhood coffee trucks (and all trucks for that matter); AND finding a reasonable solution for the neighborhood dogs and ball fields.

Firstly, I think neighbors should be allowed to host coffee trucks in their private driveways without asking the city for permission. I attended the last truck a few weeks ago and found it to be a wonderful neighborhood gathering where I talked with old friends and got to meet new friends. It would be shameful for the council to restrict anything that promotes neighborhood camaraderie.

Secondly, an appropriate solution to separating the ball fields from an off-leash dog area should be a council priority. Kids deserve a clean place to play, and dogs deserve a safe area to run. Please work together to establish a solution that works for all of our neighbors.

My hope and belief is that council will do the right thing, and listen to the input of the community it represents

A concerned neighbor,

Erika Richardson
[redacted]

Outlook

Flier about baseball fields and dog park

From Fred Hartman [redacted]
Date Sun 11/16/2025 11:30 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Phil McDuffee <philmcduffee@gmail.com>; Kevin Glasheen <kglasheen@rollingwoodtx.gov>; Laura Prather [redacted]

1 attachment (708 KB)
Door flier ball parks and dog park.pdf;

Dear Alun and Makayla,

I haven't had the pleasure of meeting either one of you, but wanted to send this note after receiving the attached flier at my home at [redacted]. on Sunday morning. We saw a middle-aged woman walking away on our sidewalk toward the street who left it on our door, but have no idea who she is or who she represents. If people aren't willing to put their name on something like this, that doesn't make a favorable impression. The Rollingwood baseball fields and dog park isn't an issue to hide behind with anonymity.

If you find out who these folks are and let me know, I would appreciate that.

My family and I have lived in Rollingwood for 13 years and my twin 13-year-olds played baseball at Western Hills Little League and my daughter continues to play Western Hills softball at the Rollingwood Park. We also have two dogs, and frequently take them to the dog park. It's a great place for the dogs to play and for us to meet and congregate with neighbors and friends in our community. We play with our dogs and at the same time our kids will throw the football and play catch with a baseball or softball. There's also plenty of room to fly a kite when they want to. Our family is blessed to have a wide open space like this just .3 of a mile down the street that we can walk to, and it's a special amenity in Rollingwood.

We also appreciate the improvements to the ball fields/ball park during the last couple of years with new grass, a fact that wasn't even acknowledged in this flier. We appreciate the efforts and generosity of Councilmen Kevin Glasheen and Phil McDuffie to make this happen.

As a Little League parent, my wife Laura and I have never had a conversation with anyone about concerns affecting children's play and health. That statement in the flier sounds baseless and a lot like fear mongering from people who dislike the existing dog park arrangement. We don't think this viewpoint reflects a significant number of Western Hills Little League parents.

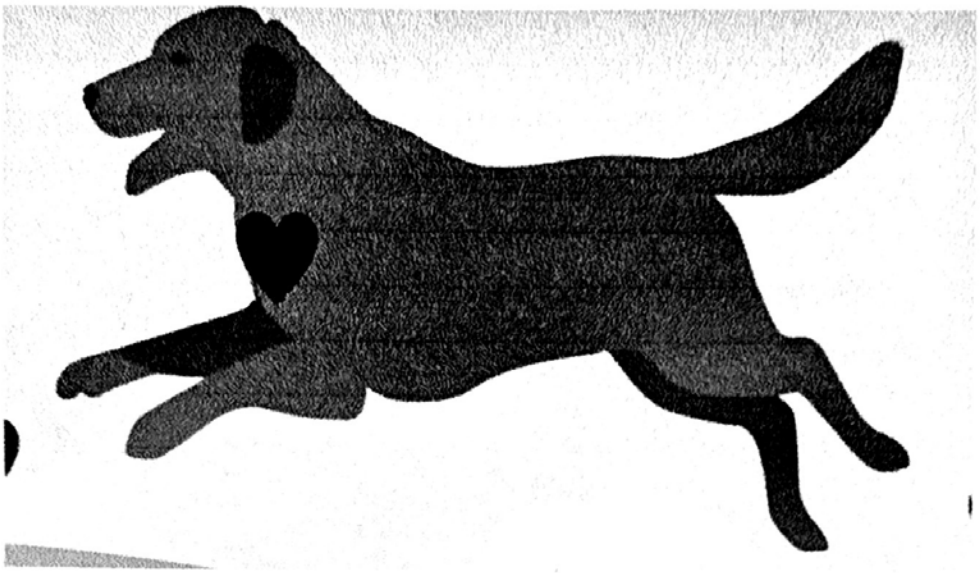
Further, there's nothing stopping more utilization of the ball fields/dog park, either, in case the city wanted to hold additional events there.

strongly do not think the city should make any changes to the current dog park set up, especially i the alternative would be having a smaller, dedicated dog park space. That would be a disaster and upset many residents. If the city was able to find funds to pave the back parking lot next to the existing ball fields/dog park, I think that would be well received.

Please share my e-mail with city council members and appropriate city commissions that handle matters involving the Rollingwood Park. And once again, by all means, please encourage the people who are trying to make major changes to our ball fields/dog park identify themselves.

Thank you!

Fred B. Hartman
[redacted]



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Would you prefer:

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C) **Dedicated dog park of 0.4 acres**, on the back parking lot, and some of the current fields 3 / 4 /5

D) **Dedicated dog park of 0.6 acres**, on the back parking lot, and half of the current fields 3 / 4 / 5

Please email your response to **Mrodriguez@rollingwoodtx.gov** and **Athomas@rollingwoodtx.gov**, and request that it be forwarded to the Council, RCDC, and Parks Commission. Responses are due by **Monday at 12:00 PM!**

Outlook

Vote

From Gwen Barton [redacted]
Date Mon 11/17/2025 9:23 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

B dedicated dog park of 2.5 acres on back parking lot

On the go from my iPhone

Outlook

Re: RW Off-leash Area

From Jason Mills [redacted]
Date Mon 11/17/2025 11:39 AM
To Laurie Mills [redacted]
Cc Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Makayla and Alun - I believe we should do option B - .25 acre dog park on the back parking lot or completely remove the dog park altogether. I am not in favor of youth sports sharing the fields with dogs or reducing the size of the fields. The fields are currently already available for broader community activities such as movie nights, kit flying or casual sports when not in use by the little league.

When I was president of RCDC there was some discussion about establishing a dog park in the city owned land off Dellana- not sure why this was ever removed from consideration? It is less than a mile from RW Park, has a lot of space for a dog park in a spot that doesnt compete with any other neighborhood or sports activities (or really have any other use) and could be made very nice.

Thanks,
Jason Mills
[redacted]

On Sun, Nov 16, 2025 at 5:54 PM Laurie Mills <[redacted]> wrote:

> Hi Makayla & Alun,
> Hope you both had a great weekend!
> In response to the request for feedback on how to proceed with the city's off-leash area and other field renovations/improvements, my preference is a dedicated off-leash area **separate** from Hatley fields.
>
> I'm advocating for 0.25 acre area on the back parking lot (B) as my first preference. At most, I would support 0.40 acres (C).
>
> Thank you for all you do for RW!
>
> Take care,
> Laurie
> REALTOR, CLHMS, GRI | Compass Real Estate
> 512.636.8930

Outlook

Fw: Dog Park

From Alun Thomas <athomas@rollingwoodtx.gov>
Date Mon 11/17/2025 3:02 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Just FYI, as you weren't on this email.
-Alun

From: Jay Howard [redacted]
Sent: Monday, November 17, 2025 8:23 AM
To: Alun Thomas <athomas@rollingwoodtx.gov>
Subject: Dog Park

Hello, I would prefer option #D.
Thank you,
Jay Howard
[redacted]

Sent from my iPhone

Outlook

Improvements at Hatley Field

From Jeff Marx [redacted]
Date Thu 11/13/2025 12:38 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Makayla,

Please forward to Council, Parks and RCDC.

Dear Council, Parks & RCDC,

As we prepare to discuss the proposals for Hatley Field at the Parks meeting, I wanted to share my position and recommendations, informed by extensive conversations with community members. My primary stance is that the Parks Commission should seek broader public input before advancing any spending proposals.

To further ensure we capture the full range of community perspectives across all generations, I encourage the Parks Commission to conduct a comprehensive survey on Hatley Field's future development before approving any new spending. This would provide quantitative data to complement the qualitative feedback that has already been gathered.

Key insights from my outreach include:

1. **Underutilization and Desire for Versatility**: Many residents I've spoken with feel they don't use Hatley Field as often as they'd like and are eager for more multipurpose opportunities. Suggestions ranged from family-friendly activities like movie nights and kite flying to sports such as lacrosse, football, and soccer.
2. **Strong Support for a Dog Park**: There is overwhelming enthusiasm for having a dog park at Hatley Field among dog owners, as it fosters community building and provides a valuable recreational outlet.
3. **Concerns from Little League Families**: Parents involved in Little League strongly oppose sharing ball fields with a dog park, citing safety and maintenance issues.
4. **Size and Placement of the Dog Park**: Dog owners are divided on the need for such a large space, and many dog park users that I spoke with advocate for a smaller space. I couldn't find support for the current size of the dog park among those who don't use the dog park. Additionally, while some mentioned a need to improve parking lots, none that I spoke with expressed concern about potentially losing the back lot to a dedicated dog park.
5. **Public Interest in a Registration Process**: Numerous community members have expressed interest in implementing a registration process for dog park usage, which could help manage access, ensure responsible use, and potentially generate minor fees to support maintenance.

With these points in mind, I propose the following fiscally conservative approach, emphasizing private donations and partnerships to minimize public expenditure. Further community input can help improve these recommendations.

1. **Prioritize Private Funding**: Leverage offers like the one from Western Hills Little League to build new ballfields. This should be discussed in an upcoming Parks meeting with ample opportunity for public input. We should explore private donations as the first option before approaching the RCDC for any funding requests.
2. **Dedicated Dog Park**: Establish a fenced dog park on the back parking lot, extending into portions of fields 3, 4, and 5 if needed. Ensure sufficient space remains in these areas to accommodate three ballfields.
3. **Enhance Multipurpose Use**: Remove the fencing around fields 3, 4, and 5 to allow for flexible, community-driven activities when Little League does not have games.
4. **Field house improvements**: Solicit community input regarding how to best modernize the field house.
5. **Irrigation and Field Improvements**: Consider upgrading irrigation and sod to maintain quality and usability. I don't think it is fiscally responsible to put dogs back on top of new sod.
6. **Parking Enhancements**: Improve the front and side parking areas for better accessibility.

This balanced plan aims to address diverse community needs while being mindful of costs. I believe incorporating more voices through public forums will lead to even stronger outcomes.

Best regards,

Jeff Marx

Outlook

Dog Park questionnaire?

From Jen Kuhn [redacted]
Date Mon 11/17/2025 11:48 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Rollingwood Team:

1. Can I ask if the City actually distributed these flyers, or if a private party did? It would be helpful to know who actually dropped this at my door over the weekend. Regardless, I'd appreciate it if you could share my feedback email with the appropriate members of the City Council, RCDC and Parks Commission.

2. I do not support any plan for our park that reduces the available area for the dog park or moves it from its current location. I think that a fifth option should be that the current dog park area becomes a dedicated dog park, eliminating the conflict with the Lessee, the Little League. Pretty sure that the Lessee signed their current lease well aware of the dual use of that part of the property.

3. I'm not sure that this kind of "feedback by multiple choice" is a valid way of collecting public sentiment from Rollingwood City residents regarding the use of this piece of city property. Further, the "Little League parent" don't really have standing to raise concerns unless they are Rollingwood residents, or they signed the lease on the fields in their individual capacity.

Regards,

-Jen Kuhn
[redacted]

Outlook

Hatley Fields - Support for separate dedicated dog park space (Option C - 0.4 acres)

From Jennifer Wooten [redacted]
Date Sun 11/16/2025 9:14 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Robert Wooten [redacted]

Dear City Council Members,

I am pleased to hear that the use and condition of Hatley Fields 3, 4, and 5 / the dog park is being considered at the Council. As a dog owner, parent, and regular user of our special neighborhood parks, I am hopeful we can find a solution that better meets the needs of all community members. As it stands, the joint-use model is simply not accomplishing this.

I fully support having a dedicated space for neighborhood dogs (and their owners!) to play. However, I believe it needs to be exactly that - **a dedicated, separate space**. The current setup has left the fields extremely worn down and unsanitary. It is hard to imagine our children rolling around during little league practice on the same field that, just moments prior, functioned as an approved space for dogs to relieve themselves.

This large green space has so much potential to serve the entire community, but right now it can only operate as a dog park… or as a very unpleasant ballfield. I support a solution that designates a **smaller, defined portion of the field or parking lot as the dog park**, while restoring the remainder for youth sports and community events. This preserves a dog-friendly area while making the majority of the field cleaner, safer, and far more usable for everyone.

Thank you for considering this balanced approach.

I would also like to raise a separate idea: my husband and I have long thought that the open green space where Rollingwood Drive meets the MoPac feeder could serve as an excellent location for a dedicated dog park. My understanding is that this land is currently owned by the City of Austin, not Rollingwood, but perhaps there is an opportunity for collaboration or shared use that could benefit both communities.

Thank you again for your time and thoughtful consideration.

Sincerely,

Jennifer

Jennifer Wooten
[redacted]

Outlook

Dog Park

From Jettie Rangel <jettie@libertymp.com>
Date Mon 11/17/2025 8:12 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc jettierangel@gmail.com [redacted]

To Whom It May Concern ,

I am writing to express how important it is to our community that the Rollingwood dog park remain open and accessible. This space has become an essential part of daily life for dog owners, families, and neighbors who value a safe, welcoming environment for both pets and people.

There have recently been concerns raised by some Little League parents suggesting that sharing the field with the dog park is impacting children's play and health. While I understand the desire to ensure a safe environment for young athletes, it's important to note that there has never been a documented case of a child's health being negatively affected simply by being in a dog park. Responsible owners in our community are diligent about leash laws, vaccinations, cleaning up after their pets, and maintaining the park to a high standard.

The dog park serves a vital purpose: it provides dogs with a safe, fenced-in area to exercise, socialize, and burn energy, reducing behavioral problems and helping keep pets—and the community—safe. Beyond that, the park has become a gathering place for neighbors who may never have met otherwise. The relationships built there have turned into genuine friendships, creating a stronger, more connected Rollingwood.

This space supports physical health, mental well-being, and community bonding. It is possible—and entirely reasonable—for the ball fields and the dog park to coexist with proper scheduling and mutual respect. Removing or restricting the dog park would take away far more than a patch of grass; it would dismantle an important part of what makes Rollingwood feel like a community.

I strongly urge you to keep the Rollingwood dog park open and preserve this valuable resource that benefits so many.

Please forward this email to Council, RCDC and the Parks Commission.

Thank you for your time and consideration.

Best,
Jettie Jennings
Mineral Acquisition Analyst and Partner
Liberty Mineral Partners
Email: jettie@libertymp.com

ne: [redacted]

Outlook

Hatley Ball Parks?

From Joanne Senn [redacted]
Date Mon 11/17/2025 2:29 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I received the attached on my front porch this Sunday referencing a pending vote on Hatley Fields 3,4,5 and to submit mine to your emails by 12:00 midnight. In the flyer, 4 options are presented - are these officially sanctioned by RW Council and company? There is nothing to represent that - no RW logo or address. It seems suspicious and misleading so I am writing to let you know.

Personally, as a resident since 1999, I am surprised, there isn't a consideration for having no dog park. How did we get here in the first place? The fields are for the kids and families and that should be the priority. I may be mistaken but I believe that was revealed by the community survey some years back. We have always had dogs in RW and they did not require their own space. We live on large lots and in a wooded area perfect for walking your dog. We are also next to Zilker which has plenty of dog park space - both on and off leash. I suspect those who dropped this off on our porch are rallying to not only have a dog park but expand it because they don't want the inconvenience of driving their dog(s) to an Austin park where it not only costs to park but spaces are not always available, convenient or safe to leave your vehicle. You are also required to clean up after your dog. And, if you don't, you will get some kind and not so kind insight into the practice by your fellow dog park attendees.

Rather than making the space bigger and with paved parking, I would suggest we make the dog park smaller, enforce the common courtesy of cleaning up after your dog, and don't make parking easier by paving. We are already providing a huge convenience namely: Parking is free, secure and you car likely will not be broken into or vandalized. You can't get that at any Austin Park. I do know we don't need to increase the number of folks outside our community who are enjoying our amenities for free. I also believe that expanding the existing "Dog Park" options will only increase it. We are a city and we can not dictate who uses our spaces but given the elements as presented, it seems that elected officials/volunteer committee members who have studied this subject with more detail and need to set the record straight.

Outlook

Hatley Fields

From Justin Nolan [redacted]
Date Wed 11/12/2025 12:56 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Emily Nolan [redacted]

City Council, Parks Department and RCDC,
I am writing as a Rollingwood resident and parent to urge the City to create a dedicated, fenced dog park somewhere other than Hatley Park. Currently baseball fields 3,4 and 5 are used as both a dog park and for children's baseball games. It's a disgusting mix and should never have been allowed. Moving the dog park to a separate area would resolve ongoing conflicts, reduce costs, and honor the park's deed while serving **all three major user groups**:

1. **Youth Sports (Little League & Eanes ISD associations)**
2. **Dog Owners** seeking safe off-leash recreation
3. **General Community** (picnics, kite-flying, exercise classes, informal play)

Why a Separate Dog Park is Essential

1. Eliminates Scheduling & Safety Conflicts

- Fields 3, 4, and 5 remain **100% available** for organized youth sports.
- Dogs are contained in a **fenced zone**, preventing run-ins with players, coaches, or equipment.
- No more last-minute cancellations or cleanup delays before games.

2. Protects Turf & Reduces Maintenance Costs

- Dog waste and digging **destroy athletic turf**—requiring reseeding, aeration, and irrigation repairs.
- A dedicated dog park **localizes wear**, sparing the City repeated field renovations.
- **Duplicate fencing costs avoided**: Installing a dog fence now *and* later moving it for parking is wasteful. Plan both together.

3. Preserves Open, Multipurpose Green Space

- Unfenced fields stay **flexible** for community events, pickup games, or yoga.
- Parking edges can use **boulders, trees, or planting beds** as natural buffers—no extra fencing needed.

4. Protects Kids From Disease Found in Dog Feces

- It's dangerous to force small kids to play in this toxic mess where they can contract Toxocariasis, Cutaneous Larva Migrans, Campylobacteriosis, or an E. coli Infections. Dog feces can harbor a

variety of harmful pathogens, including parasites, bacteria, and viruses, which pose a significant risk to children. Kids are especially vulnerable because they often play on the ground, put their hands in their mouths, or have less developed immune systems. These zoonotic diseases (transmissible from animals to humans) spread when children ingest or come into skin contact with contaminated soil, sand, or water where feces have contaminated the environment.

- In one day I found 10+ pieces of dog feces on fields 3,4 and 5. I have attached photos below.

Fully Consistent with Hatley Park Deed

The deed prioritizes **athletic fields for Eanes ISD youth sports** while explicitly allowing the **"balance" of the property** for **other park and recreational purposes**. A **separately enclosed dog park** in a non-athletic corner:

- Protects field integrity (no dogs on turf)
- Honors the deed's intent
- Creates a permitted recreational amenity

Thank you for your leadership in keeping Rollingwood a safe, vibrant, and fiscally responsible community that is SAFE FOR CHILDREN.
Justin Nolan







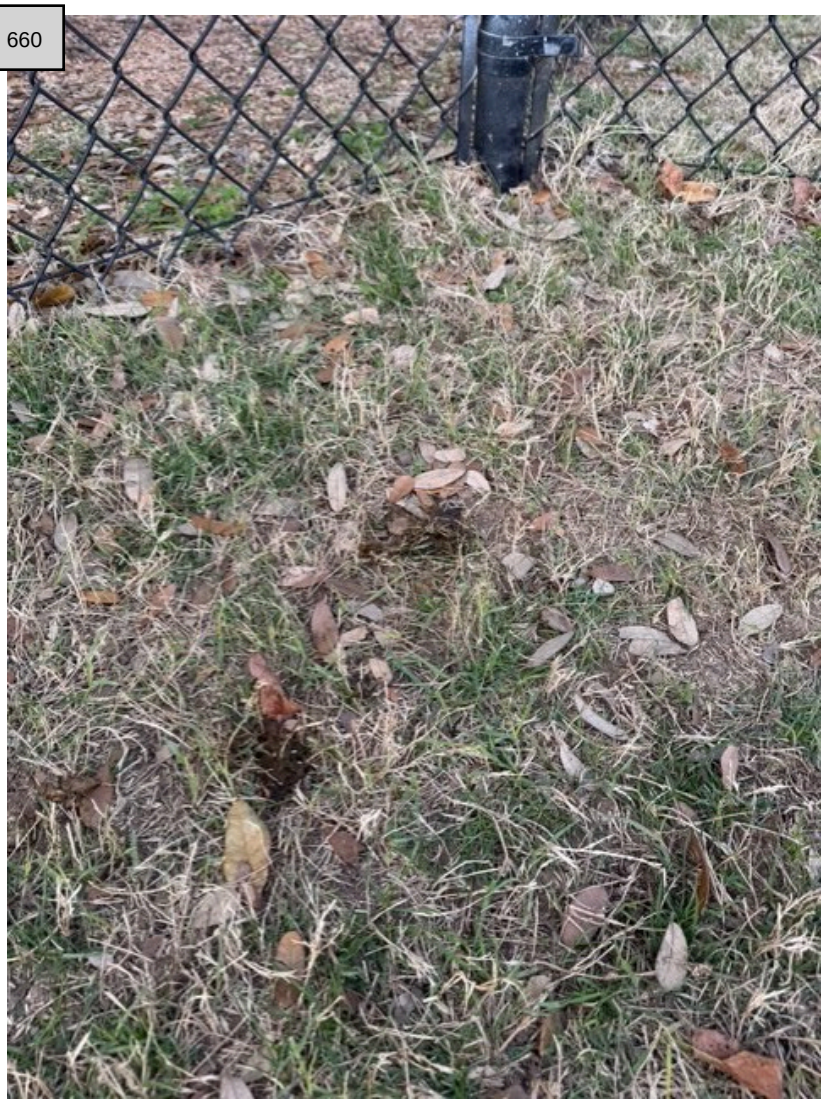












Outlook

PARKS: Please forward this email to city council, the parks commission, and the development corporation

From Justin Valashinas [redacted]
Date Wed 11/12/2025 4:54 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

To whom it may concern,

We're new to the area and love the community parks. With young kids, it was one of the big reasons we chose Rollingwood. As we've started meeting people in the neighborhood, we've heard a lot of concern about the current setup at Hatley Field, especially the overlap between the dog area and the ball fields.

In our previous city, kids' sports spaces and dog parks were always separate, and pets weren't allowed on public grass fields at all. It created a clean, safe environment for families. Right now, having both share the same space seems like a major health issue, and it seems important to address that before moving forward with major expenses for irrigation, parking, or landscaping.

Given the open areas surrounding the existing ball fields, it feels like there should be a practical solution that creates a proper dog park while preserving a safe, dedicated space for kids' sports. From what I understand, that's also how the fields were originally intended to be used based on the donated land. I ask that this topic is properly discussed and brought up before moving forward with any new work associated with the park.

Thanks for your time,

Justin Valashinas
[redacted]

Outlook

Park concerns

From Kathy Borth [redacted]
Date Sat 11/15/2025 2:08 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

I support finding a solution to having an off leash dog park which is separate from the little league field. I feel very strongly that children should not be playing and falling down in a filthy field covered in dog poop. Volunteers and some owners do a pretty good job of picking up poop but many times there is soft stuff left. My dog tested positive to hook worms in spite of being on heart worm preventative . The vet said this is common for dogs who play at dog parks because many dogs are not on a preventative.
So the dog park is a danger to humans and dogs and needs to be better managed by the maintenance crew. Better irrigation will help. Fresh soil spread in spring. Mowers which bag as they mow? I don't know but it needs to be better.
Kathy Borth
[redacted]

Outlook

Re: Park Commission Meeting Details

From Kathy Borth [redacted]
Date Mon 11/17/2025 12:40 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Thank you for the information. **I support dividing the dog field and the childrens softball area into two separate fields and rerouting the hike and bike trail to go between the two fields.**
I also wonder if the softball field could have two diamonds instead of three? I will be at the Parks meeting on Tuesday but will be late. Have to take my husband to a doctor's appointment.
Kathy Borth
[redacted]

On Thu, Nov 13, 2025 at 4:28 PM Makayla Rodriguez <mrodriguez@rollingwoodtx.gov> wrote:

> Hi Kathy,
>
> Thank you for your call today. The proposed improvements to the parking lot can be found on the Park Commission meeting on 11/18/2025 under the agenda packet. See here: https://www.rollingwoodtx.gov/meetings
>
> Thank you,
>
> *Makayla Rodriguez*
>
> *City Secretary*
>
> **City of Rollingwood**
>
> (512) 327-1838
>
> www.rollingwoodtx.gov
>
> ROLLINGWOOD TEXAS

Outlook

Rollingwood Dog Park

From Laila Scott [redacted]
Date Mon 11/17/2025 10:04 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hi there I have been a Rollingwood resident for 17 years and an avid dog park user for over 8 years. The dog park has been a wonderful place for my dog to connect and socialize with other dogs and, more importantly, I have found a beautiful, cross generational community that I would never have discovered or experienced had it not been for the dog park.

To that end, I would prefer to keep the shared field as is ... I prefer the (A) Status Quo option and believe it has been working beautifully. Improvements that would benefit all parties would be wonderful (ground, sprinklers, signage). Open dialogue and communication is a great way to continue this relationship. I also believe dog owners who use the park would be open to helping fund improvements.

Please forward my message to the Council, RCDC, and Parks Commission.

Thank you,
Laila (and Pikachu)
[redacted]

Laila Scott
[redacted]
Board Member
I Live Here I Give Here | ilivehereigivehere.org
Pop-Up Birthday | www.popupbirthday.org
The Reissa Foundation | www.reissa.org
Colorado College | www.coloradocollege.edu

Outlook

Concerned RW Citizen

From Laney Marx [redacted]
Date Thu 11/13/2025 4:11 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I'm a concerned Rollingwood Resident about a few facts. From what I understand there was a city vote on a Rollingwood Master plan years ago that included many things, one of which was a separate dog park from the ball fields. The master plan was VOTED on by our community and I recently heard that the head of the City council is ignoring this plan in order to have their own interest served (as majority dog owners).

I am VERY in favor of dogs and a designated area. However I"m not in favor of having dogs poop, pee and ruin the grass of ball fields. Two of my four kids play there this year and the fields are in horrible shape. Can we not find a better solution that 1) Follows the agreed upon plan 2) gives the dogs space and 3) Creates a clean area for our 5 and 9 year old to play.

PS - I was at the ball fields last night and many dog owners showed up expecting to use the dog park. One guy showed up with 5 dogs who live in the City of Austin. So I ask myself, are we doing all of this for a handful of those in power and residents who don't even live in our neighborhood?

Additionally, I did a quick Google search (screenshot below) and it seems that it is generally considered illegal and unsanitary for a dog park to share the same field as children. Many reasons below.

How can I help with this cause?

Can you please confirm you received and read this email?

is it legal or santitary to have dog parks on teh same field as kids baseball fields?

It is **generally considered both illegal (per local ordinances) and unsanitary** for a dog park to share the exact same field as a children's baseball field.

Legality

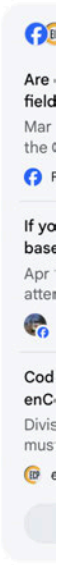
- **City Ordinances:** Most Texas cities and municipalities have specific ordinances that prohibit dogs from being on designated athletic fields, especially those used for organized youth sports.
- **Safety & Distraction:** These rules are in place for safety, as dogs can be a distraction to young players, and the potential for a dog to run onto the field poses an injury risk.
- **Service Animals:** The only exception typically allowed is for certified service dogs, which are permitted but must remain with their owner and off the immediate playing field.

Sanitation

- **Health Hazards:** Dog feces can contain parasites and bacteria that are harmful to humans, especially children who are more likely to touch the ground and put their hands in their mouths.
- **Maintenance:** Even responsible owners may occasionally miss cleaning up after their dog, and the accumulation of waste makes fields unsanitary for players who slide into bases or dive for catches.
- **Designated Areas:** Dedicated, often fenced, dog parks have specific rules requiring owners to clean up waste, and the areas are managed differently to minimize health risks compared to athletic fields.

Ask anything

+



Laney Marx

USA Sales and Customer Engineering

Mid-Market Enterprise

Outlook

RW Off-leash Area

From Laurie Mills [redacted]
Date Sun 11/16/2025 5:54 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Jason Mills [redacted]

Hi Makayla & Alun,
Hope you both had a great weekend!
In response to the request for feedback on how to proceed with the city's off-leash area and other field renovations/improvements, my preference is a dedicated off-leash area **separate** from Hatley fields.

I'm advocating for 0.25 acre area on the back parking lot (B) as my first preference. At most, I would support 0.40 acres (C).

Thank you for all you do for RW!

Take care,
Laurie
REALTOR, CLHMS, GRI | Compass Real Estate
[redacted]

Outlook

Rollingwood Dog Park

From Lawton Cummings <lawtoncummings@capitalfactory.com>
Date Mon 11/17/2025 11:56 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Gavin Massingill <gmassingill@rollingwoodtx.gov>; Brook Brown <bbrown@rollingwoodtx.gov>; Kevin Glasheen <kglasheen@rollingwoodtx.gov>; Sara Hutson <shutson@rollingwoodtx.gov>; Phil McDuffee <pmcduffee@rollingwoodtx.gov>; Kevin Schell <kschell@rollingwoodtx.gov>
Cc Craig Cummings <craig@moonshotscapital.com>

Dear Rollingwood Parks Commission and City Council Members,

I am a Rollingwood resident, and I'm writing today about the use of Hatley fields, and potentially the back parking lot as a dog park.

My family and I first moved to Rollingwood in 2015 after building a home at [redacted]. We moved away briefly in 2022 but returned a year later, as we missed our community so much. In 2023, we bought our current home at [redacted]. We are big dog lovers, and we started taking our dogs to the dog park about 2 years ago.

I am writing first to express my support for dedicating half of the current shared space (hatley fields 3,4, and 5), along with the back parking lot, as long as it is covered in the same grass as the fields, to a dog park. I support this option as a compromise so that the families bringing their young children to play little league baseball, tball, and softball are able to have some dedicated space as well.

Second, I am writing to provide some insight on the importance of the dog park. We take our dogs to the dog park twice per day, every day. Our housekeeper is the one to take them three mornings per week, and my husband, Craig, or I take them the other 4 mornings per week as well as all 7 evenings per week. We are in our early, ahem, ok, mid 50s, and our kids are college students. Craig and my professional worlds are dominated by meetings, events, and dinners downtown, and we are active participants in the RWWC and RWGC.

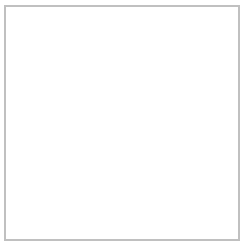
The dog park is different. It is a place where we gather with many of the same people each night, many younger than us, many older than us, and this community space is where "loose ties" are developed. The term "loose ties" has been used in many of the articles written about the community spaces that dominated Americans' civic lives in the past, but that have been gradually eroding over the past 20 years, and the past 5 in particular (since Covid). Think rotary clubs, Wednesday night dinners at churches, etc. While one's family and life long friends may be geographically spread out, it is the "loose ties" that both ***bind one to a community***, and ***stave off loneliness*** as one ages. Both of these outcomes are of the utmost importance to maintaining Rollingwood as the desirable and functioning community it is, and the dog park is a unique multi generational gathering space to accomplish these outcomes.

lly, with any plan, please take account of the need for shade. It is extremely hot in the summer months, and there is a need for some basic shade and benches, particularly for our older residents.

Thank you so much for each of your service to our community and for your consideration of this important matter.

All my best,
Lawton

Lawton Cummings
General Partner
Capital Factory | capitalfactory.com
Austin | Dallas | Houston | San Antonio
Let's connect on LinkedIn



Outlook

Letter to Council, Park Commission & RCDC - dog park/baseball fields

From Lesley Hempfling [redacted]
Date Sun 11/16/2025 12:41 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Dear Members of the Rollingwood City Council, Parks Commission, and RCDC,

I want to express my sincere appreciation for the continued time, care, and investment being made in our city's parks and open spaces. As we look ahead to significant improvements particularly those involving the parking lot, irrigation systems, and land enhancements surrounding the baseball fields I sincerely hope that the Council, Parks Commission, and RCDC will also take this opportunity to thoughtfully consider separating the dual usage of these fields as both athletic areas and off-leash dog spaces.

While our community's shared love of both sports and dogs is part of what makes Rollingwood special, maintaining distinct areas for children's recreation and dog activity would help ensure the safety, sanitation, and overall enjoyment of these spaces for all. Given the scale of the upcoming investments, this is an ideal time to make a long-term decision that balances the needs of families, athletes, and pet owners alike.

Thank you for your leadership and service to our community. I appreciate your thoughtful consideration of this important issue.

Warm regards,
Lesley Hempfling
Rollingwood Resident

Outlook

Concerns about dog waste on Hatley Field 3

From Liz Heyl [redacted]
Date Mon 11/17/2025 7:19 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,
I would appreciate it if you could please forward this email to the Rollingwood City Council, the Rollingwood Community Development Corporation (RCDC), and the Parks Commission for their attention.

My name is Liz Heyl, and I've been a resident of Rollingwood for many years. My son, Noah, has played baseball on Hatley Field 3 with his team, and it's really upsetting to deal with the constant presence of dog waste scattered across the field. This not only creates an unsanitary situation but also poses potential health risks to the children and diminishes the overall experience for everyone involved.

To address this ongoing problem, I suggest exploring the creation of a compact, dedicated dog park—kept to 0.4 acres or smaller—to provide a designated spot for dogs while ensuring our community fields remain clean and suitable for youth sports.

Thank you for considering this important issue. I'm eager to learn about any developments or ways I can support positive changes.

Warm regards,
Liz Heyl

Liz Heyl, MS, LPC, RPT
[redacted]

Outlook

dog park/hatley fields

From Marissa Tarleton [redacted]
Date Sun 11/16/2025 12:24 PM
To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

We live in RW and use the fields with our 2 dogs. Our preference is option D (0.6 acres for families/dogs) among the choices presented as I realize A is unlikely.

We are also very willing to contribute $ to this cause.

Please forward to those applicable. thank you.

Marissa

Marissa Tarleton
[redacted]

Outlook

Dog Park vote - D

From Mark Queralt [redacted]
Date Sun 11/16/2025 8:01 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Mark Queralt [redacted]

City Council,
Please know that your efforts on this controversial topic are greatly appreciated!
I would like a space that creates/invites broader community activities - that unite our neighbors and facilitates relationships.
For now, the dog park has proven to be a functioning prototype for community involvement for the segment of the community that takes advantage of it.
The baseball fields do the same for those RW neighbors whose kids play.
Both the dog park and fields are also enjoyed by our non RW friendly community - and that's community too.
As far as space goes, the above should guide. For a dog park, the bigger the better - so, if you need a vote, it's **D - 0.6 acres.** This "dog park" space - like Zilker - could also be used for greater community activities.
Thanks again for your efforts,
Mark

Outlook

Hatley fields

From Martha Hudson [redacted]
Date Mon 11/17/2025 10:58 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

I vote (A) status Quo. Thanks, Martha Hudson

Outlook

Rw Dog park/fields

From Matthew Murray [redacted]
Date Sun 11/16/2025 2:23 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Regarding the dog park and Hatley Fields 3, 4, and 5, I prefer Rollingwood provide a dedicated dog park of Somewhere between .25 acres and .6 acres, Encompassing the back parking lot and some of the current fields 3, 4 and 5.

Please forward this message to Rollingwood council, RCDC, And the Rollingwood Parks commission.

Sincerely,
Matthew Murray
[redacted]

Outlook

dog park

From Michelle Adams [redacted]
Date Mon 11/17/2025 12:03 PM
To athomas@rollinhwoodtx.gov <athomas@rollinhwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Status Quo

This dog park is a special place. Not only for the dogs themselves, but to catch up with neighbors young and old. Often there are young children playing with bikes and balls while older adults catch up. Truly a place worth preserving and an asset to the community. Rollingwood wood is a dog and children neighborhood and this park gives the open space for all to enjoy. Please dont change it!

Outlook

Support for off-leash dog area NOT shared with youth sports

From mike@rhodesatx.com [redacted]
Date Wed 11/12/2025 4:22 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I am writing to share my support for separated facilities for off-leash dog use and youth sports. These uses are not compatible, and I experienced the disgusting nature of the current shared use when my son was playing baseball years ago on this field. I specifically do not take my dog to the fields today, even though I have no children that use this field as I don't want to contribute to the problem. At a minimum, this item should be posted for public discussion to let the community as a whole discuss this issue. It seems like an easy and inexpensive problem to solve and is in everyone's interest to do so.

Further, I believe that any off-leash dog area should be reserved for the exclusive use of Rollingwood residents. Back when I used to visit the dog park, I met many folks who drive to Rollingwood to let their dogs use the area only exacerbating the problem and using parking spaces.

Please pass this note along to council and any other relevant bodies considering the issue.

Thanks,

Mike Rhodes
[redacted]

Outlook

Park and dogs

From Moise Levy [redacted]
Date Sun 11/16/2025 4:19 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I do think that a portion of the back "fields" can be partitioned for dogs, etc. I am concerned regarding "sacrificing" the back parking area unless an option exists should that be converted and planted. I have no idea if .25 acres would be enough in view of current utilization... maybe .4 acres? Again, would need to see such a proposal.

Clearly, there is potential for "exposure" to waste for anyone using areas currently shared by dogs IF there is not sufficient clean up.

Thanks

Moise and Joane Levy
[redacted]

Outlook

Dog park options.

From Nancy Littlejohn [redacted]
Date Mon 11/17/2025 7:11 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I would like to vote for option c for the dog park

Thanks,
Nancy Littlejohn

Outlook

Dog Park

From Nancy Littlejohn [redacted]
Date Wed 10/29/2025 7:56 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Good Morning,

I hope you're doing well on this chilly morning. It seems that there is a petition for a dog park at the Hatley Field area. I am very much in favor of this as my children utilize the field for sports and I have seen dog poop out there on multiple occasions. As a former nurse practitioner I have concerns about transmittable diseases and parasitic infections due to the exposure of children to animal feces. I would request that the city heavily consider this petition and proposition for separation of these two areas that support both the desire to have a dog park and a clean space for children to play. Please forward my email to the rest of city council and whomever else is involved in this matter. Thank you for your time.

Sincerely,
Nancy Littlejohn

Outlook

Dog park

From Nannette Kitowski [redacted]
Date Mon 11/17/2025 10:44 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

We would prefer choice C
Dedicated dog park of
0.4 acres.
Please forward our response to the Council, RCDC and Parks Commission.
Thank you
KITOWSKI's
Sent from my iPhone

Outlook

Let your voice be heard!

From n maurici [redacted]
Date Mon 11/17/2025 10:05 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Laurie Mills [redacted]

Dear Rollingwood City Council Members,

Let the resident's voices be HEARD!!!

Our family's preference is for option B) Dedicated dog park of 0.25 acres, on the back parking lot.

Our reasons are that residential lots in Rollingwood are .3 acres which makes this option be nearly equivalent to home lot sizes and that if you use some of current fields 3/4/5, the field size would not meet regulation standards for Little League to play on those fields.

All the best,
Niccole and Vito Maurici
[redacted]

Follow StrongestMom.com on:
Twitter Instagram Facebook Pinterest
www.strongestmom.com

Making moms the strongest they can be!

Outlook

Dog Park

From Nigel Clark <nclark@trcoa.com>
Date Sun 11/16/2025 9:28 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I'd like to vote for option C (dedicated dog park of 0.4 acres). Please forward this preference/vote to the Council, RCDC, and Parks Commission.

Thank you,
Nigel Clark
[redacted] Austin, TX 78746

Nigel Clark
[redacted]
nclark@trcoa.com

Outlook

Dog Park

From Pari Schacht [redacted]
Date Tue 11/18/2025 12:20 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>
Cc Melissa Morrow <melissagreenwoodmorrow@gmail.com>

Hi Makayla,

Sorry I'm sending this kind of late! I just wanted to express my support for having the dog park be separate from the youth sports area. I think it's so great that we have a dog park and an area for kids to play sports. I hope a reasonable solution can be found. From the bit of discussion I've seen (and my limited understanding) the proposal from Alex Robinette looked like a nice quick and less costly solution to put in place for now.

Please be in touch if anything else is needed to support these efforts.

Thanks and hope you're doing well!

Pari Schacht
[redacted]

Outlook

Let Your Voice be Heard Survey

From Phillip McDuffee [redacted]
Date Mon 11/17/2025 9:43 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

In regards to the "survey" I personally prefer option A Status Quo. However, I believe that this is an issue that should be given a fair amount of time and vigorous respectful discussion within the community and the residents of Rollingwood.

Thank you for your efforts,
Phil McDuffee
[redacted] Rollingwood, TX 78746

Outlook

Hatley field usage

From Raja Swaminathan [redacted]
Date Sun 11/16/2025 12:26 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

I am a Rollingwood resident [redacted] and I would like to share my thoughts on the use of Hatley Fields. I would like to advocate for moving away from the current shared arrangement between the dog park and softball or baseball activities, and instead create a dedicated 0.25 to 0.4 acres for the dog park, with the remainder reserved exclusively for youth sports and other community events.

Please forward this to the council, RCDC and parks commission. Hoping common sense prevails.

Raja Swaminathan

Outlook

Dog park

From Randy Lusk [redacted]
Date Sun 11/16/2025 1:10 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Left to me there would be no dog park at all. But of the four options given, (B) is the smallest and least intrusive on a park for children and so is my choice. Please forward to the appropriate people.
Randy Lusk

Outlook

Fw: Hatley Fields - Support for separate dedicated dog park space (Option C - 0.4 acres)

From Wooten, Robert [redacted]
Date Sun 11/16/2025 9:23 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hello, I just wanted to reiterate my support of the below message. I'm also in agreement on option C being the best course of action.

Thank you very much for leading this effort and discussion.

Robert

Get Outlook for iOS

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Jones Lang LaSalle Americas, Inc.
a licensed real estate brokerage company.

*&

From: Jennifer Wooten [redacted]
Sent: Sunday, November 16, 2025 9:14 PM
To: Mrodriguez@rollingwoodtx.gov <Mrodriguez@rollingwoodtx.gov>; athomas@rollingwoodtx.gov <athomas@rollingwoodtx.gov>
Cc: Wooten, Robert [redacted]
Subject: Hatley Fields - Support for separate dedicated dog park space (Option C - 0.4 acres)

Caution: Message from external sender

Dear City Council Members,

I am pleased to hear that the use and condition of Hatley Fields 3, 4, and 5 / the dog park is being considered at the Council. As a dog owner, parent, and regular user of our special neighborhood parks, I am hopeful we can find a solution that better meets the needs of all community members. As it stands, the joint-use model is simply not accomplishing this.

y support having a dedicated space for neighborhood dogs (and their owners!) to play. However, I believe it needs to be exactly that - **a dedicated, separate space**. The current setup has left the fields extremely worn down and unsanitary. It is hard to imagine our children rolling around during little league practice on the same field that, just moments prior, functioned as an approved space for dogs to relieve themselves.

This large green space has so much potential to serve the entire community, but right now it can only operate as a dog park… or as a very unpleasant ballfield. I support a solution that designates a **smaller, defined portion of the field or parking lot as the dog park**, while restoring the remainder for youth sports and community events. This preserves a dog-friendly area while making the majority of the field cleaner, safer, and far more usable for everyone.

Thank you for considering this balanced approach.

I would also like to raise a separate idea: my husband and I have long thought that the open green space where Rollingwood Drive meets the MoPac feeder could serve as an excellent location for a dedicated dog park. My understanding is that this land is currently owned by the City of Austin, not Rollingwood, but perhaps there is an opportunity for collaboration or shared use that could benefit both communities.

Thank you again for your time and thoughtful consideration.

Sincerely,

Jennifer

Jennifer Wooten
[redacted]



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Outlook

11/10 Letter to Council, Parks Commission, and RCDC

From Ronald Hasso [redacted]
Date Wed 11/12/2025 8:00 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Please forward the below email to the City Council, the Parks Commission, and the Development Corporation.

The city must solicit more community feedback regarding the spending plans for Hatley Field. The park is a vital community asset and such a big decision cannot be rushed into.

Having a dog park and ball field share the same space is a public health hazard and cannot continue. Kids playing and practicing sports in dog feces and urine is an embarrassment to our city.

There is room for a dedicated dog park and a dedicated ball field if things are reconfigured. The city cannot spend a huge sum of money on new irrigation, parking reconfiguration, and planting, until the dog park health hazard has been rectified.

Sincerely,

Ronald Hasso
[redacted]

Outlook

Dog park. Options. Let your voice be heard.

From Russell Hinds [redacted]
Date Mon 11/17/2025 8:31 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Cc Shameem Hinds [redacted]

Greetings.
Thank you for your efforts on this and everything you do.

I prefer option

B) dedicated Dog Park of 0.25 acres, on the back parking lot.

Thank you
Russell Hinds
[redacted]

Outlook

Park Rollingwood

From Shameem Hinds [redacted]
Date Tue 11/18/2025 9:54 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi

I live at [redacted]

I vote for a small dog park so I choose

Option B at .25 acres for dog park seperated.

I believe there should be an open play area that is free from dogs and dog waste for kids or adults to play and for the games and practice. I have always wished for this -

Thanks,

Shameem Hinds

Outlook

Dog park

From Stacey Leigh Clark [redacted]
Date Mon 11/17/2025 7:57 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hi! I would like option C.

Thank you,
Stacey Clark
[redacted]

Outlook

Dog Park

From Stephen Tarleton [redacted]
Date Mon 11/17/2025 3:31 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; athomas@rollingwoddtx.gov <athomas@rollingwoddtx.gov>

Hi - I'm currently traveling outside the country, but my wife shared the letter about the dog park.

In theory, I like keeping the large dog park. It makes the best use of the land (little league only uses it a small fraction of the available time) and it a great place for social interactions in the neighborhood.

BUT in your list, I would actually vote for **D** - taking the back parking lot and half of the current fields. Mainly just to end this discussion. I'm not sure how any little league dad could complain about having three dedicated fields.

And we are happy to donate money to help with the construction

Thanks for your help with this,

Stephen M Tarleton
[redacted]
@smtarlet

Outlook

Dog Park

From Susan Block [redacted]
Date Sun 11/16/2025 12:33 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

We have read your recent Flyer concerning options for the Dog Park and Softball fields.

We believe that the two areas should be kept separate and therefore would prefer option B: Dedicated Dog Park of 0.25 acres on the back parking lot.

Please do not pave the parking lot.

Committed Residents

Susan Block

Terry Stephenson

[redacted]

Outlook

Rw Dog park/fields

From Susanna Murray [redacted]
Date Sun 11/16/2025 12:33 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Regarding the dog park and Hatley Fields 3, 4, and 5, I prefer Rollingwood provide a dedicated dog park of Somewhere between .25 acres and .6 acres, Encompassing the back parking lot and some of the current fields 3, 4 and 5.

Please forward this message to Rollingwood council, RCDC, And the Rollingwood Parks commission.

Sincerely,
Susanna Murray
[redacted]

Outlook

Hatley Park improvements

From Tony Broglio [redacted]
Date Thu 11/13/2025 6:50 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I'm writing to request that Council, Parks and RCDC go through a process to solicit more community feedback before proceeding with any major improvement plans at Hatley Park. There's quite a diverse and passionate set of opinions about a dedicated dog park vs. the co mingled use that goes on today. It seems like plans are taking shape in a direction that would be hard to reverse, and I'm not aware of any process that has taken place to get community input on how best to use the substantial funds they are planning to deploy.

Thanks,
Tony

Outlook

Hatley Park

From Tony Stein [redacted]
Date Thu 11/13/2025 1:34 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla - I'd like my email to be shared with Council, RCDC and the Parks commission.

It's come to my understanding that the city is considering spending upwards of $500,000 for improvements to the park, including adding an improved parking lot in the back, new sod and irrigation for the baseball fields that are also used as a dog park. I would love to see more outward community engagement before such a significant expenditure is commenced. Perhaps we could have a special open info session for the community to provide input (similar to ones that have been done in the past for the master plan, logo redesign, etc) and maybe a community survey to collect input on how best to utilize that area going forward, as well as some other underutilized areas in the city.

While I think there is strong consensus around having an area for off leash dogs, there are definitely differing opinions about the current dual use setup with dogs and baseball players sharing the same space. I personally think the dog area is far too large right now (dogs often roaming very far away from their people and defecating out of sight from their owners) and would love to see a smaller dog only park with some play equipment and perhaps artificial turf which is much easier to clean and maintain; it also drains far better than natural turf (totally pervious) which would help prevent dogs damaging wet natural turf after rains, etc. I do not think it is a good use of money to resod the park based on observing how the dogs use the space as well as the quantity of dogs. While adding more permanent parking is appealing on some level, it also likely invites more use from those outside of our community, most of which likely walk to the dog park, as our family does.

Perhaps after more community engagement we will decide the current proposal is the best to move forward with but perhaps the community can come up with a better way to allocate the space to create distinct and dedicated uses that better serve all stakeholders. I know there was also an idea floating around about dog registration that might possibly help trim the usage of nonresidents. When my wife and I go to the dog park now we often see more non residents than we do residents - that's ok but I'd prefer a dedicated and more appropriate space just for dogs if we may continue to see growing usage from non residents.

The bottom line is that if we spend $500k+ on the current arrangement there will be no ability to fully vet and potentially adjust the current usage plan to something that may be more optimal for all stakeholders.

Thanks for your consideration.

Tony

Outlook

Rollingwood Dog Park

From Zach Britton [redacted]
Date Mon 11/17/2025 9:31 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

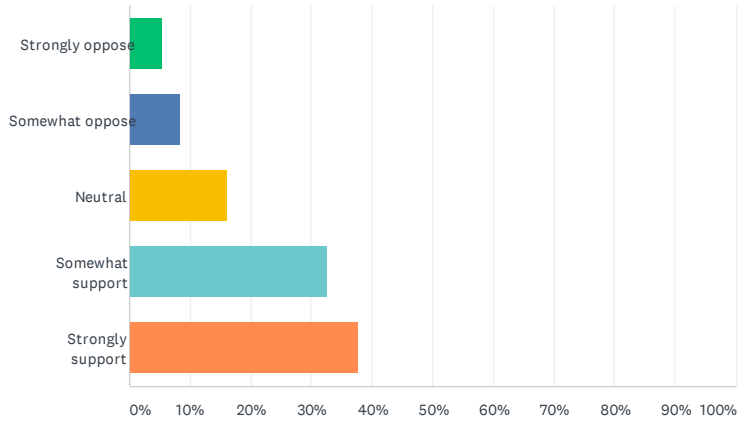
Good morning Makayla, can you please forward this email to the City Council, RCDC, and Parks Commission? Thank you.

My name is Zack Britton, a former Major League Baseball player for the Baltimore Orioles and New York Yankees. I live [redacted] with my wife, 4 young children, and small dog. We are thrilled about our move to Rollingwood, where our children actively play at the park a few times a week and also participate in local recreational sports, including Western Hills Little League. I am writing to express my support for the current proposals to establish a dedicated dog park, no larger than 0.4 acres. We selected Rollingwood as our home due to its exceptional community and the high standards it upholds. However, the current park situation falls short of these standards. It is unacceptable to ask children to play on top of dog waste, which can lead to various issues and potential liability in the future. As a new wave of young families moves into Rollingwood, we are committed to upholding and growing the neighborhood into the premier community of the city. I encourage you to consider the current proposals for a dedicated dog park. Thank you for your consideration.

Zack Britton

Q15 Provide additional shade through tree planting

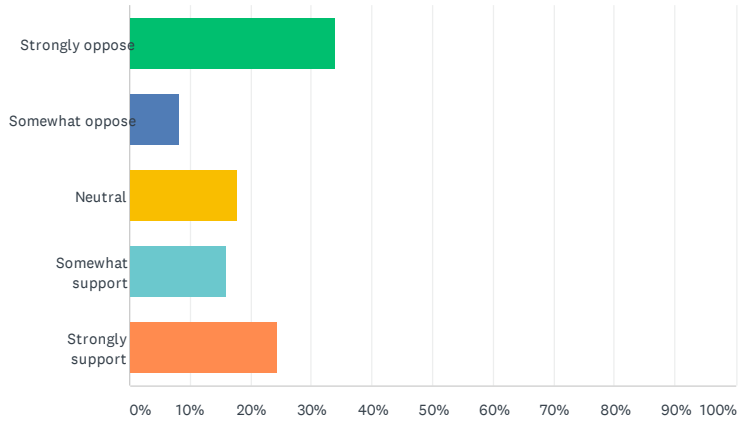
Answered: 337 Skipped: 41



ANSWER CHOICES	RESPONSES	
Strongly oppose	5.34%	18
Somewhat oppose	8.31%	28
Neutral	16.02%	54
Somewhat support	32.64%	110
Strongly support	37.69%	127
TOTAL		337

Q19 Establish a dedicated dog park that is separate from the existing sport fields

Answered: 339 Skipped: 39



ANSWER CHOICES	RESPONSES	
Strongly oppose	33.92%	115
Somewhat oppose	8.26%	28
Neutral	17.70%	60
Somewhat support	15.93%	54
Strongly support	24.19%	82
TOTAL		339

Outlook

Rollingwood - Dog Park Topic

From Barrett Lepore [redacted]
Date Fri 11/14/2025 7:02 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

CM Rodriguez,

Please pass this message along to parks, council and RCDC.

Good morning. I have 3 sons who play in Western Hills Little League and have concerns over the fecal matter contamination of the fields shared with our young children.

I am supportive of both youth sports and pet amenities, but I would like to urge all groups to explore options for a dog park location that is not shared with youth sports.

Thank you for your time.

Barrett Lepore
[redacted]

Outlook

Fw: Rollingwood Dog Park

From Alun Thomas <athomas@rollingwoodtx.gov>
Date Mon 11/17/2025 3:07 PM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

FYI, as I think they misspelled your email address.
-Alun

From: Cindy V [redacted]
Sent: Monday, November 17, 2025 10:42 AM
To: Mrodriquez@rollingwoodtx.gov <Mrodriquez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>
Subject: Rollingwood Dog Park

To whom it may concern,

I am writing this email concerning the dog park in Rollingwood. I think it is important to our community to keep it open and accessible. This space has become an essential part for many dog owners daily life for safety reasons, and a very welcoming environment for both pets and people.

I know there are several different plans proposed but I think the way the dog park in now is the best for everyone. The dog owners have always left the field when the baseball teams came in to either practice or play a game. The dog owners know this is a rule and have no problem with it. We are very aware of when our dogs are going to the bathroom. Many of us pick up after others if we see it. Sometimes it happens but not very often. Many times the baseball coaches have walked on rudely which I found uncalled for.

I have never heard of adults or children having health reasons being at a dog. park. I contacted my vet and asked them if they knew of any and they couldn't come up with any. I have been raised with dogs all my life and at one point had a very small back yard as a child. We had two dogs and I know none of us have ever come up with a health problem because of our dogs.

The dog park serves a vital purpose. It provides dogs with a safe, fenced in exercise area, socialization, and a great energy burner. It reduces behavior problems and helps keep pets safe in the community.

The park has become a great gathering place for relationships with neighbors that just live a few blocks away. I would have never met them otherwise. I moved here 2 1/2 years ago and this was my source of friendships.

The dog park supposrts physical health, mental well being and community bonding. I notice more people are reaching out to create more socialization in our community with the coffee truck. Dismantiling the dog park would be a big loss to the community.

ongly urge you to keep the Rollingwood Dog Park open to preserve this valuable resource that has so many benefits..

Thank you
Cynthia Venning
[redacted]

Outlook

Harley Fields 3,4,5

From Lea and Rian Grisemer [redacted]
Date Wed 11/19/2025 10:47 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

My wife and I would prefer **" A) Status Quo"** (keep the dog park). Please forward these 2 votes to Council, RCDC and the Parks Commission.

We were provided a flyer at our door late Sunday notifying us of the vote. I sure hope it's due November 24. If it was due November 17 by 12:00, that would be unreasonably short notice.

What percentage of families participating in Western Hills Little League are Rollingwood residents? It seems to me the needs of Rollingwood residents should take priority over non residents.

Thank you

Lea & Rian Grisemer
[redacted]
Rollingwood, Texas

Outlook

Dog Park considerations

From robbie robinette [redacted]
Date Wed 11/19/2025 11:45 AM
To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Hi Makayla,
Please forward to the Mayor, Council, Parks & RCDC.

All,

Although RW has a generous park for its size, most of the usable area is dedicated to providing baseball fields and associated parking for the regional community. Baseball is great, but those playing fields aren't useful for other activities for the residents.

Off-leash areas create essential social and community connections, but, like baseball, dog parks are not suitable for other activities.

We should consider how much of the remaining space we want to dedicate to a regional single-use purpose and how much we want to leave as multi-use.

Robbie Robinette
[redacted]

AGENDA ITEM SUMMARY SHEET

City Council City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff on behalf of Sara Hutson

Agenda Item:

Discussion and possible action to establish a requirement for parking plans or permits for events and construction activities to designate where multiple vehicles will be parked in the city

Description:

The City of Rollingwood does not currently require parking plans or permits for events or construction activities that involve multiple vehicles parking within City limits. As a result, large gatherings, private events, and active construction sites can create on-street parking congestion, limit access for residents and emergency vehicles, and disrupt traffic flow and neighborhood safety.

Establishing a requirement for parking plans or permits would allow the City to proactively manage and mitigate these impacts by ensuring that applicants identify designated parking locations in advance, maintain clear access for emergency services, and minimize inconvenience to nearby residents.

Action Requested:

Discuss and take action on establishing a requirement for parking plans or permits for events and construction activities to designate where multiple vehicles will be parked in the city.

Fiscal Impacts:

No Fiscal impacts presented at this time.

Attachments:

AGENDA ITEM SUMMARY SHEET

City Council City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff on behalf of Sara Hutson

Agenda Item:

Discussion and possible action on clarifying or establishing rules for food trucks, catering vehicles, and coffee trucks operating within the City limits

Description:

The City of Rollingwood Code of Ordinances, Article II, Sec. 6-25 – Sec. 6-166 establishes regulations for solicitors, peddlers, and itinerant merchants conducting commercial solicitations within the City Limits of Rollingwood.

Action Requested:

Discuss and take action to clarify or establish rules for food trucks, catering vehicles, and coffee trucks operating within the City limits

Fiscal Impacts:

No Fiscal impacts presented at this time.

Attachments:

- Code of Ordinances- Chapter 6, Article II- Solicitors, Peddlers, and Itinerant Merchants
- Code of Ordinances- Permitted and Special Uses (Residential Zoning District, Commercial Zoning District, Park Zoning District)

ARTICLE II. SOLICITORS, PEDDLERS AND ITINERANT MERCHANTS

DIVISION 1. GENERALLY

Sec. 6-25. Applicability.

The regulations contained in this article shall apply to all persons conducting commercial solicitations within the corporate limits of the city.

(Code 1987, ch. 6, subch. C, art. I, § 1(a); Code 1995, § 4.04.001)

Sec. 6-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial solicitation or*solicitation* means the selling or offering for sale of any property, real or personal, tangible or intangible, whether of value or not, including, but not limited to, food products, goods, books, pamphlets, tickets, publications or subscriptions to publications, brochures, or memberships.

Mobile food peddler or*food peddler* means a person who makes a solicitation relating to any food product.

Permittee means a person issued a permit under this article.

Resident means the owner or occupant of a residential dwelling unit.

Solicitor means any person making a commercial solicitation.

(Code 1987, ch. 6, subch. C, art. I, § 1(b); Code 1995, § 4.04.002)

Sec. 6-27. Penalty.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of this article is committed, continued, or permitted, and, upon the conviction of any such violation, such person shall be punishable by a fine of not more than $500.00.

(Code 1987, ch. 6, subch. C, art. IV, § 2; Code 1995, § 4.04.003)

Sec. 6-28. Hours and places of solicitations.

(a) *Private residences.* All solicitations to private residences conducted under a valid permit issued pursuant to this article shall occur between the hours of 9:00 a.m. and 7:00 p.m. during central daylight savings time designations, and between the hours of 9:00 a.m. and 6:00 p.m. during Central Standard Time designations. This subsection does not apply where the solicitor is on the premises at the express prior invitation of the resident.

(b) *Public property.* Solicitations may be conducted on public property under a valid permit issued pursuant to this article; provided, however, that solicitors may not solicit in public streets or rights-of-way or from medians in the streets, or in any manner block, obstruct or unduly hinder passage on public streets and rights-of-way. In addition, solicitors may not block, obstruct or unduly hinder passage on public sidewalks or passageways.

(Code 1987, ch. 6, subch. C, art. I, § 2; Code 1995, § 4.04.004)

Sec. 6-29. Prohibited conduct.

It is unlawful for any person engaged in solicitation to:

(1) Solicit within the corporate limits of the city without first obtaining a permit in accordance with the provisions of this article, including, without limitation, the requirement that the solicitor visibly display a valid permit issued by the city in accordance with this article;

(2) Alter any permit issued in accordance with this article;

(3) Be engaged in solicitation to make physical contact with the person being solicited unless that person's permission is first obtained;

(4) Misrepresent the purpose of a solicitation or the affiliation of those engaged in the solicitation;

(5) Continue efforts to solicit once the person being solicited informs the solicitor that he does not wish to give anything to or to buy anything from that solicitor; or

(6) Represent the issuance of any permit or registration under this article as an endorsement or recommendation of the solicitation.

(Code 1987, ch. 6, subch. C, art. I, § 3; Code 1995, § 4.04.005)

Sec. 6-30. Review of permit application; issuance or denial of permit.

(a) The city secretary shall review each application for a permit and shall determine if the application is complete.

(b) Within ten days of receipt of an application, the city secretary shall either:

(1) Issue a permit to the applicant as provided in this article;

(2) Notify the applicant that the application does not comply with the requirements of this article, in which event the city secretary shall specifically point out what information has not been furnished that is required before a permit can be issued; or

(3) Deny the permit, in which event the denial shall automatically be appealed to the city council.

(c) Any permit application denied by the city secretary shall automatically be appealed to the city council. The city secretary shall, within three days of any denial, notify the mayor of the appeal and ensure that the application is placed on the next regular agenda of the city council for consideration. The city council shall review the action of the city secretary and shall either affirm or overrule the denial of the permit. If the action of the city secretary is overruled, the permit shall be issued. If the action of the city secretary is affirmed, the denial of the permit shall be appealed as provided in section 6-33.

(d) A permit application may be denied if:

(1) One or more of the statements made in the permit application is not true;

(2) The applicant or person in charge of the solicitations campaign has made or caused to be made false statements or misrepresentations to any member of the public with regard to the solicitations campaign or other activities described in the permit, or has made or caused to be made false statements or misrepresentations in the permit application, or has in any way publicly represented that the permit granted hereunder is an endorsement or recommendation of the cause for which the solicitations campaign is being conducted or has otherwise violated any of the terms of the permit or this article; or

(3) Under a prior permit obtained from the city, the applicant failed to submit the required reports at the end of the solicitations campaign or, upon investigation of the applicant's financial records, the financial report submitted was found to be false. Denial of a permit under this provision shall only be allowed prior to the applicant filing a truthful and accurate required report.

(e) Following approval of a proper and complete permit application, the city secretary shall, within three working days after the application is approved and the appropriate application fee is received, issue a permit to the applicant.

(Code 1987, ch. 6, subch. C, art. I, § 4; Code 1995, § 4.04.006)

Sec. 6-31. Transfer of permit.

Any permit issued hereunder shall be personal or specific to the applicant and shall not be assigned or transferred to any other person. Any attempted assignment or transfer shall render the permit void.

(Code 1987, ch. 6, subch. C, art. I, § 5; Code 1995, § 4.04.007)

Sec. 6-32. Revocation of permit.

(a) If, after issuance of a solicitation permit, it is determined that the applicant has knowingly given false or misleading information on his application, any solicitation permit shall be revoked by the city secretary.

(b) If a solicitor is convicted of theft or fraud or a violation of any state penal law in connection with the solicitation for which that permit was issued, that solicitor's permit shall be revoked by the city secretary.

(c) If a person holding a solicitation permit from the city violates any provision of this article, that person's solicitation permit shall be revoked by the city secretary.

(d) Any permit revoked by the city secretary shall automatically be appealed to the city council. The city secretary shall, within three days of any revocation, notify the mayor of the appeal and ensure that the revocation is placed on the next regular agenda of the city council for consideration. The city council shall review the action of the city secretary and shall either affirm or overrule the permit revocation. If the action of the city secretary is overruled, the permit shall be reinstated. If the action of the city secretary is affirmed, the revocation of the permit shall be appealed as provided in section 6-33.

(Code 1987, ch. 6, subch. C, art. I, § 6; Code 1995, § 4.04.008)

Sec. 6-33. Appeal of action on permit.

(a) In the event that any permit application is finally denied or a permit is finally revoked by the city council under the terms of this article, the city, acting by and through the city attorney or his designee, shall, within five working days following such denial or revocation, apply to a court of competent jurisdiction for a judicial determination as to whether the proposed activities described in the application may be prohibited or the permit revoked, naming the applicant or permittee as a party defendant. The city shall exert every

reasonable effort to have the matter heard on its merits without delay, and as soon as legally possible. The burden of showing that the proposed activities may be prohibited or the permit revoked shall rest on the city.

(b) If the issue for judicial determination is not heard and decided on the merits by the court within ten working days from the date the complaint is filed, then an interim 30-day permit shall be deemed issued under this article to the applicant by operation of law, and all activities proposed to be carried on in the application or under the original permit may be carried on just as though a permit had been duly issued by the city secretary, subject to the restrictions and obligations set forth in this article.

(c) The interim permit shall be deemed renewed for successive 30-day periods for so long as no judicial determination has been made and from the time such determination is made until the time for appeal therefrom has expired.

(d) Should either party appeal from the judicial determination, an interim permit shall be deemed issued under this article to the applicant by operation of law as of the date the notice of appeal is filed, and all activities proposed to be carried on in the application or under the original permit may be carried on just as though the permit had been duly issued by the city secretary, subject to the restrictions and obligations set forth in this article. The interim permit shall be deemed renewed for successive 30-day periods and shall continue in effect as provided hereinabove until a final and binding appellate decision has been reached. If the city appeals an adverse judicial determination, it shall file its notice of appeal within five working days following the determination.

(Code 1987, ch. 6, subch. C, art. I, § 7; Code 1995, § 4.04.009)

Sec. 6-34. List of residents objecting to solicitation.

(a) All residents within the city may register an objection to any or all solicitations governed by the provisions of this article. Such an objection shall be made on forms provided by the city secretary, who shall prepare and maintain a list of such residents' objections indicating the name of the resident, his address, and the particular type or form of solicitation to which he objects.

(b) The city secretary shall furnish a copy of the residents' objection list to every person granted a permit under this article, and each person shall be required to execute an acknowledgment of the receipt of such list.

(c) It is unlawful for any solicitor to perform or engage in any solicitation of a resident which is of a type to which the resident has registered objection on the objection list.

(Code 1987, ch. 6, subch. C, art. I, § 8; Code 1995, § 4.04.010)

Sec. 6-35. Permit certificate.

Along with every individual permit issued under the provisions of this article, the permittee shall be issued a permit certificate which shall contain the following information: name of permittee, permit number, date of expiration of permit, and the signature of the city secretary. It is unlawful for any person to engage in solicitation within the corporate limits of the city without having such a certificate in his possession, or to fail or refuse to show or display such certificate upon the request of any person while the permittee is soliciting.

(Code 1987, ch. 6, subch. C, art. I, § 9; Code 1995, § 4.04.011)

Sec. 6-36. Credentials of permittee's representatives.

(a) All permittees shall furnish proper credentials to their agents and solicitors. Such credentials shall include the name of the permittee, the date, and a statement describing the permittee's activity; a description of the purpose of the solicitation; the signature of the permittee or of the permittee's chief executive officer; the name, address, age, sex and signature of the solicitor to whom such credentials are issued; and the specific period of time during which the solicitor is authorized to solicit on behalf of the permittee. No person shall solicit under any permit granted under this article without the credentials required by this section and a facsimile copy of the permit in his possession. The credentials and a copy of the permit shall be shown, upon request, to any persons solicited and to any police officer of the city.

(b) No agent or solicitor shall conduct or participate in any solicitation except under a valid permit issued in compliance with this article.

(Code 1987, ch. 6, subch. C, art. I, § 10; Code 1995, § 4.04.012)

Sec. 6-37. Responsibility of permittee for acts of representatives.

The permittee shall be responsible for the acts of his authorized representatives in connection with each solicitation campaign.

(Code 1987, ch. 6, subch. C, art. I, § 11; Code 1995, § 4.04.013)

Secs. 6-38—6-62. Reserved.

DIVISION 2. PEDDLERS AND ITINERANT MERCHANTS

Sec. 6-63. Permit required.

No person shall solicit in person or call from house to house in the city to sell or attempt to sell food products, goods, merchandise, wares, services or anything of value or to take or attempt to take orders for the future delivery of food products, goods, merchandise, wares or anything of value, or take or attempt to take orders for services to be furnished or performed in the future, without first having obtained a written permit therefor.

(Code 1987, ch. 6, subch. C, art. II, § 1; Code 1995, § 4.04.051)

Sec. 6-64. Application for permit.

(a) Any person desiring to perform commercial solicitations within the city, as described in section 6-63, shall file a written application for a permit to do so with the city secretary, which application shall include:

(1) The name, telephone number and address of the applicant and, if the applicant is an association, partnership, company or corporation, the name of such entity together with the names of the persons who will be soliciting in the city;

(2) The name and address of the employer or firm which such applicant represents;

(3) If the applicant is a corporation, or if the individual is employed by a corporation, the date and place of incorporation;

(4) The names of other communities in which the applicant has solicited in the previous 12 months and, if employed by a different company in the other communities, the name of those companies;

(5) The nature of merchandise to be sold or offered for sale or the nature of the services to be furnished;

(6) Whether such applicant will demand, accept or receive payment or a deposit of money in advance of final delivery of due goods or services;

(7) The period of time such applicant proposes to conduct solicitations in the city;

(8) An outline of the methods to be used in conducting the solicitations;

(9) A physical description of the applicant and all agents of the applicant, which shall include name, address, race, sex, height, weight, hair and eye color, date of birth, driver's license number and the name of the state issuing the driver's license;

(10) A description of all vehicles to be used by the applicant or its agents, including license plate number;

(11) An itinerary to be used by the applicant or its agents, including a street map highlighted to show actual routes to be used by such applicant and its agents in any solicitations within the corporate limits of the city; and

(12) A copy of the applicant's current general liability, property damage and medical coverage insurance policies issued by an insurance company authorized to do business in the state, which policies shall be for the minimum amounts set forth in section 6-67.

(b) Each applicant shall also provide written evidence of his authority to represent the company or individual such applicant purports to represent.

(c) To compensate the city for the cost of administering this division, each application under this division shall be accompanied by a nonrefundable fee as provided for in the fee schedule, and no permit hereunder shall be issued until such fee has been paid by such applicant. Persons involved in interstate commerce shall have no fee imposed but shall remain subject to all other provisions of this article.

(Code 1987, ch. 6, subch. C, art. II, § 2; Code 1995, § 4.04.052)

Sec. 6-65. Duration of permit.

A permit requested under this division shall be issued for the length of time requested, not to exceed six months. A permit may be renewed in the manner prescribed by this article for issuance of a permit.

(Code 1987, ch. 6, subch. C, art. II, § 3; Code 1995, § 4.04.053)

Sec. 6-66. Exemptions from permit requirement.

The permit required by this division shall not be required for the following:

(1) Ordinary commercial travelers who sell or exhibit for sale goods, wares or merchandise to persons engaged in the business of buying, selling and dealing in the same within the city.

(2) Persons soliciting at a residence at the express prior invitation of the resident.

(3) Persons operating under occupational licenses granted by a state agency.

(Code 1987, ch. 6, subch. C, art. II, § 4; Code 1995, § 4.04.054)

Sec. 6-67. Issuance of permit; bond; liability insurance.

(a) If the application for a permit to solicit under this division in the city shows that the applicant will not demand, receive or accept payment or deposit of money in advance of final delivery of such goods, wares, merchandise or articles to be sold or solicited by such applicant, a permit shall be issued as set forth in section 6-30.

(b) If the application for a permit to solicit under this division shows that such applicant shall receive, demand or accept payment or deposit of money in advance of final delivery of food products, goods, wares, merchandise, services or anything of value sold, then such application shall be accompanied by a bond in the penal sum of $1,000.00 for an individual permit, or $5,000.00 for a master permit, executed by such applicant as principal and by a surety company licensed to do business as such in the state. Such bond shall be conditioned upon the applicant making final delivery of value in accordance with the terms of such order or shall be for the benefit of all persons, firms or corporations who may pay in advance or make any advance deposit on the purchase of the orders.

(c) An applicant for a permit under this division shall provide a copy of general liability insurance policy for insuring against public liability, property damage and medical coverage in the respective minimum amounts of $100,000.00, $300,000.00 and $500,000.00.

(Code 1987, ch. 6, subch. C, art. II, § 5; Code 1995, § 4.04.055)

Secs. 6-68—6-92. Reserved.

DIVISION 3. FOOD PEDDLERS

Sec. 6-93. Health certificate required.

In addition to the permit required by this article, a mobile food peddler must hold a valid health certificate issued by the state health department and must comply with the additional provisions of this division.

(Code 1987, ch. 6, subch. C, art. III, § 1; Code 1995, § 4.04.091)

Sec. 6-94. Noncomplying operation declared nuisance; abatement.

The operation of a food peddler in violation of any provision of this division is hereby declared to be a nuisance, and prohibited within the corporate limits of the city. A nuisance shall be subject to abatement by summary action of the health officer of the city or by injunction, and this provision is cumulative of all other remedies of the city.

(Code 1987, ch. 6, subch. C, art. III, § 2; Code 1995, § 4.04.092)

Sec. 6-95. Provisions cumulative.

The provisions of this division do not repeal any existing ordinance regulating food peddlers but shall be cumulative of all other city ordinances and provisions of this Code dealing with the subject matter.

(Code 1987, ch. 6, subch. C, art. III, § 3; Code 1995, § 4.04.093)

Sec. 6-96. Inspections.

(a) *Initial inspection.* Upon receipt of any application for commercial solicitation by a food peddler, the city secretary shall inspect the premises, equipment and each vehicle with which such applicant intends to carry on its food peddling business.

(b) *Subsequent inspections.* The city secretary or his designated representative may inspect a food peddler's vehicle, storage or processing area as often as necessary to ascertain if the standards of this division are being maintained.

(c) *Notice of violation.* The city secretary or his designated representative shall notify the food peddler of any violation of this division.

(d) *Reinspection.* The city secretary shall make a reinspection after the lapse of such time as he deems necessary for any violation to be remedied.

(e) *Correction of violations; reinstatement of permit.* Following suspension, a request for reinspection may be made to the city secretary and he may order reinstatement of the permit if all defects have been corrected.

(Code 1987, ch. 6, subch. C, art. III, § 4; Code 1995, § 4.04.094)

Sec. 6-97. Posting of permit in vehicle.

A food peddler obtaining a permit under this division shall keep the permit posted in a conspicuous place on the vehicle from which he conducts his business.

(Code 1987, ch. 6, subch. C, art. III, § 5; Code 1995, § 4.04.095)

Sec. 6-98. Access to premises and records.

The person operating the business of mobile food peddler shall, upon the request of the city secretary, permit access to all areas in which food or drink is stored, processed or kept and shall permit copying of all records of food and drink purchases.

(Code 1987, ch. 6, subch. C, art. III, § 6; Code 1995, § 4.04.096)

Sec. 6-99. Storage, sanitation and keeping of food products.

(a) *Storage.* All food and drink must be stored, processed or kept in a location and manner required by applicable state laws and regulations.

(b) *Construction and equipment of vehicles.* Vehicles must be constructed, equipped and maintained in such a manner as to protect all food and drink from insects, dirt, dust and other contamination.

(c) *Unwrapped food.* No unwrapped food may be dispensed by a food peddler except fruits and vegetables which are usually peeled, cooked or shelled prior to consumption.

(d) *Drinks.* All drinks, except coffee and tea, must be dispensed in the original containers.

(e) *Labeling of packaged products.* All packaged food and drink must be adequately labeled as to the contents thereof.

(f) *Prepared foods.* Prepared foods, such as sandwiches and salads, may not be sold or served more than 24 hours after preparation.

(g) *Perishables.* All perishable foods shall be kept at a temperature below 50 degrees Fahrenheit or above 150 degrees Fahrenheit at all times.

(Code 1987, ch. 6, subch. C, art. III, § 7; Code 1995, § 4.04.097)

Sec. 6-100. Sampling of food; condemnation of food.

(a) *Sampling.* Samples of food or drink offered to the public by a food peddler may be taken and examined by the city secretary or his designated representative as often as may be necessary for the detection of unwholesomeness or adulteration.

(b) *Condemnation.* The city secretary or his designated representative may condemn and forbid the sale of, or cause to be removed and destroyed, any food or drink which he finds to be unwholesome or adulterated.

(Code 1987, ch. 6, subch. C, art. III, § 8; Code 1995, § 4.04.098)

Secs. 6-101—6-128. Reserved.

ARTICLE III. FOOD ESTABLISHMENTS

DIVISION 1. GENERALLY

Sec. 6-129. Adoption of state food establishment rules.

The city adopts by reference the provisions of 25 Tex. Admin. Code ch. 228 regarding the regulation of food establishments in this jurisdiction.

(Code 1995, § 6.03.001)

Sec. 6-130. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized agent or employee means the employees of the city or the contractor providing services to the city under this article.

Food establishment means a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, or a roadside food vendor.

State rules means 25 Tex. Admin. Code ch. 228, Retail Food.

(Code 1995, § 6.03.002; Ord. No. 2015-12-16(C), 12-16-2015)

Sec. 6-131. Penalty; additional remedies.

Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than $2,000.00. In addition, the city may seek to enjoin violations of these rules.

(Code 1987, ch. 6, subch. D, § 8; Code 1995, § 6.03.003)

Secs. 6-132—6-160. Reserved.

DIVISION 2. PERMIT

Sec. 6-161. Required; transfer; posting.

A person may not operate a food establishment without a permit issued by the city. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be posted in or on every food establishment regulated by this article.

(Code 1987, ch. 6, subch. D, § 2; Code 1995, § 6.03.041)

Sec. 6-162. Application; renewal; fee.

(a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the city. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis, and the same information is required for a renewal permit as for an initial permit.

(b) Prior to the approval of an initial permit or the renewal of an existing permit, the city shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

(c) The fee schedule for permits issued under this article is set forth in the fee schedule on file with the city.

(Code 1987, ch. 6, subch. D, § 3; Code 1995, § 6.03.042)

Sec. 6-163. Review of plans; compliance with approved plans.

(a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled.

(b) The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the city if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.

(c) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

(Code 1987, ch. 6, subch. D, § 4; Code 1995, § 6.03.043)

Sec. 6-164. Suspension.

(a) The city may, without warning, notice, or hearing, suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by this section. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.

(b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the city by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.

(Code 1987, ch. 6, subch. D, § 5; Code 1995, § 6.03.044)

Sec. 6-165. Revocation.

(a) The city may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the city in the performance of its duties. Prior to revocation, the city shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city by the holder of the permit within such ten-day period.

(b) If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

(Code 1987, ch. 6, subch. D, § 6; Code 1995, § 6.03.045)

Sec. 6-166. Procedure.

(a) *Notices.* A notice, as required in these rules, is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last-known address of the holder of the permit. A copy of the notice shall be filed in the records of the city.

(b) *Hearings.* The hearings provided for in these rules shall be conducted by the city at a time and place designated by it. Based upon the recorded evidence of such hearing, the city shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the city.

(Code 1987, ch. 6, subch. D, § 7; Code 1995, § 6.03.046)

DIVISION 2. - RESIDENTIAL ZONING DISTRICT (R)

Sec. 107-68. Permitted uses; restrictions on dwellings.

(a) No land, building or structure shall be used, and no building or structure shall be hereafter constructed or altered, except for one or more of the following uses:

(1) Dwellings;

(2) Accessory buildings or structures;

(3) Home occupations;

(4) Any use otherwise authorized in a residential zoning district pursuant to applicable state or federal law, including community homes pursuant to V.T.C.A., Human Resources Code ch. 123 and, as applicable, religious assembly uses pursuant to the Texas Religious Freedom and Restoration Act which are operated in conformance with those applicable laws and in compliance with this Code;

(5) The following shall be permitted provided that such use of property has continued without interruption or change in ownership of the property since 12 months after the original adoption of this article, but not otherwise:

a. Parks, playgrounds, recreation buildings, city buildings, nonprofit libraries or museums, or fire stations;

b. Public water or wastewater facilities, including reservoirs, filler beds, surface or below surface tanks, artesian wells, pumping plants, wastewater disposal facilities, or city administration buildings; and

c. Subdivision sales offices.

(b) Notwithstanding the permitted use of a dwelling as provided in subsection (a), a permitted use of a dwelling shall not include the following:

(1) Occupancy by a fraternity or sorority;

(2) Residence in a dwelling by three or more persons unrelated to each other by blood, marriage, or adoption;

(3) Occupancy of a dwelling that has been subdivided into two or more living areas with separate kitchen and bathroom facilities that are segregated by permanent wall(s) or partition(s), two or more of which living areas have separate and exclusive means of ingress and egress to the exterior of the dwelling.

(c) As used in this section, "resident" and "residents" shall mean a person or persons who primarily lives, sleeps, and maintains possessions in the dwelling, or for which rent is paid for the person's use or occupancy, whether pursuant to a lease agreement, month-to-month tenancy or other agreement.

(d) The number of residents in a dwelling, regardless of relationship by blood, marriage, or adoption, may not exceed the lowest number of residents derived from the following with any resulting fraction for the number of residents being rounded down:

(1) The total gross square footage of air-conditioned space in the dwelling divided by 300 square feet;

(2) The number of areas in the dwelling intended as sleeping quarters meeting the requirements of minimum room areas as defined by the most recent International Residential Code adopted by the city and having at least one attached closet, multiplied by two;

(3) A maximum of ten residents.

(e) Each person who enters into a lease or other contract that authorizes or provides for residence or occupancy of a dwelling proscribed by subsections (b)(1) and (3), including an owner of the affected property, shall be deemed to have violated the restriction on use applicable to a residential zoning district.

(f) An owner or sub-lessor of a dwelling who enters into an oral or written lease or other agreement (directly or through an agent) that authorizes or permits a residency or occupancy of a dwelling in violation of this section shall be guilty of an unauthorized occupancy of a dwelling when such a residency or occupancy actually occurs.

(Code 1995, § 14.02.202; Ord. No. 2013-12-18(B), 12-18-2013; Ord. No. 2015-12-16(B), § 2, 12-16-2015; Ord. No. 2019-08-21(A), § 2, 8-21-2019)

Sec. 107-69. Prohibited uses.

(a) All uses not expressly permitted or authorized in the residential district by this article are prohibited. By way of example, but not in limitation, the following are prohibited:

(1) Storage or accumulation within the public view of any salvage materials, discarded material, compost piles, lumber, waste products or scrap material, debris or junk;

(2) Parking or storing any regulated vehicle;

(3) Any use that constitutes a nuisance by reason of dust, noise, glare or other conditions that are offensive or detrimental to other property in a residential district or the occupants of that property;

(4) The display within the public view of any products, materials, motor vehicles, equipment or other personal property for sale, lease, rent, trade, exchange or other disposition, except in connection with a garage or yard sale conducted by the resident of the home where such goods are displayed and provided that any such garage or yard sale is neither conducted for more than two consecutive days nor held more frequently than two times on any lot in any calendar year. Substantially all of the items offered for sale at an allowed garage or yard sale must be owned by (not consigned, loaned or entrusted to) the resident of the affected lot;

(5) The display within the public view of any signs, except as permitted by chapter 24, article II; and

(6) The offer for sale of goods, furnishings, appliances, or fixtures in or around a home by a person who does not reside in the home, including such arrangements as the sale of furnishings or estate sale items by a third party in connection with the marketing of real property for sale. This prohibition does not include:

a. An incidental offer for sale of items by third parties in connection with an allowed garage or yard sale described in subsection (a)(4) of this section; or

b. A sale of items, where the net sale proceeds will be earned by or contributed to a nonprofit charitable, religious, civic, or political entity or organization that is exempt from income taxes pursuant to the Internal Revenue Code.

(7) The rental of any residential amenity including, but not limited to, any feature of a residential dwelling, or place, except where the amenity is included as part of the rental of a dwelling for longer than 30 days.

(b) Notwithstanding anything to the contrary in subsection (a) of this section, the following are permitted uses in a residential zoning district:

(1) Storage of construction debris and construction materials generated or stored in connection with activity authorized by a valid building or demolition permit issued by the building official, subject to all regulations and restrictions applicable to the issuance of such permit; for the avoidance of doubt, upon the expiration, revocation, or suspension of a building permit, materials and debris must be removed from the property;

(2) Parking or storing a regulated vehicle if:

a. The regulated vehicle is located behind an opaque fence, hedge, or other allowed screening structure that is at least six feet high that substantially screens the regulated vehicle from view from a public street;

b. The regulated vehicle is not otherwise visible from a public street (as, for example, when it is stored behind the home on the lot); or

c. The regulated vehicle is located on a driveway on the property, so long as it is not on such property during any part of the hours 9:00 p.m. to 7:00 a.m. the following day for more than two consecutive nights;

(3) Parking or storing a recreational vehicle on a lawfully installed driveway for not more than ten total days in any six-month period; and

(4) Parking or storing a vehicle other than a regulated vehicle in any yard within public view, is permitted if the vehicle:

a. Is on a lawfully installed driveway;

b. Is operable; and

c. Bears such indicia of a current and valid registration, inspection, and license as may be required by applicable law for operation or transport on a public street.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Recreational vehicle means a vehicular type unit primarily designed as temporary living quarters for recreational camping or travel use that either has its own mode of power or is mounted on or towed by another vehicle and is for personal use.

Regulated vehicle means any motor vehicle, camper, trailer, recreational vehicle, or boat, other than a conventional passenger vehicle, motorcycle, golf cart, or NEV.

(Code 1995, § 14.02.203; Ord. No. 2013-12-18(A), 12-18-2013; Ord. No. 2015-12-16(B), § 3, 12-16-2015; Ord. No. 2019-02-20(A), § 2, 2-20-2019; Ord. No. 2024-08-21-04, § 2, 8-21-2024)

DIVISION 3. - COMMERCIAL DISTRICT (C)

Sec. 107-117. Permitted uses.

(a) No area, building, or structure within the land may be used, constructed, or altered, except as follows:

(1) Uses permitted in the residential district, excluding dwelling uses or subdivision sales offices;

(2) Administrative, professional, and business offices and services, including account, architecture, attorney, computer services (including research and design) engineer, physician, veterinary services, broker, consultant, insurance agent, property management, investment, personnel, travel, secretarial, telephone answering, photocopy and reproduction, real estate agent, or similar administrative, professional, and business offices;

(3) Accessory structures, other than buildings, and uses customarily incidental to these administrative, professional, or business offices;

(4) Retail bakeries;

(5) Barbershops or beauty shops;

(6) Craft or hobby shops;

(7) Department, sporting goods, novelty, variety, or toy stores;

(8) Drugstores;

(9) Laundry pickup and dry cleaning pickup stations;

(10) Florist shops;

(11) Antique stores;

(12) Household or office furniture, furnishings, or appliance stores;

(13) Jewelry or optical goods stores;

(14) Shoe repair shops;

(15) Variety stores;

(16) Wearing apparel shops;

(17) Health and wellness/fitness center;

(18) Camera or photography supply stores;

(19) Art and photography studios; and

(20) Retail uses which supply the everyday shopping needs of residents of the city.

(Ord. No. 2024-06-12-07, § 2(Exh. A), 6-12-2024)

Sec. 107-118. Special uses.

(a) Subject to approval by the city council, the following special uses may be permitted in the C district:

(1) Facilities for assembling of and testing electronics components;

(2) Child day care facilities, provided this is the only use on the particular lot;

(3) Banks or savings and loan associations, including automated teller machines (ATMs);

(4) Parking garages, provided that the garage is an accessory to the primary use on the same lot or an adjacent commercial lot;

(5) For lots with frontage on Bee Cave Road, a personal wireless telephone service facility;

(6) Research laboratories;

(7) Cafes, cafeterias, or restaurants without outdoor dining;

(8) Cafes, cafeterias, or restaurants with outdoor dining;

(9) Convenience stores;

(10) Grocery or food specialty stores;

(11) Package liquor stores;

(12) Automotive service stations;

(13) Parking garages, provided that the garage is an accessory to the primary use on the same lot or an adjacent commercial lot;

(14) Clinics without overnight facilities;

(15) Hardware stores; and

(16) Facilities for assembling computer software products.

(Ord. No. 2024-06-12-07, § 2(Exh. A), 6-12-2024)

DIVISION 7. - PARK ZONING DISTRICT (P)

Sec. 107-236. Permitted uses.

No land, building or structure shall be used, and no building or structure shall be hereafter constructed or altered except for one or more of the following uses:

(1) Athletic fields and sports facilities such as baseball, football and soccer fields and other sports-related facilities;

(2) Picnic areas;

(3) Playgrounds;

(4) Recreational centers;

(5) Swimming pools; and

(6) Accessory uses customarily incidental to any of the foregoing permitted uses.

(Code 1987, ch. 11, subch. G, art. X, § 3; Code 1995, § 14.02.513)

Sec. 107-237. Special uses.

Subject to city council approval, the following special uses may be permitted in a park district:

(1) Concession stands;

(2) Special events; and

(3) Other special uses permitted upon approval of the city council.

(Code 1987, ch. 11, subch. G, art. X, § 4; Code 1995, § 14.02.51)

AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff, on behalf of Councilmember Glasheen

Agenda Item:

Discussion and possible action to adopt a revised parking ordinance applicable during the time(s) of Austin City Limits (ACL) and other events held in Zilker Park

Description:

The City's parking regulations currently divides the city into two zones, the red zone and the blue zone. When parking on the street during special events, residents and their guests are required to park within the zone that contains their house. This ordinance, if adopted, would remove the two zones, thereby allowing any resident of Rollingwood and their guests to park in any otherwise legally permissible street parking spot within the city limits.

Action Requested:

To consider the ordinance and adopt it if desired.

Fiscal Impacts:

Removal of the parking zones is not expected to have a direct fiscal impact on the City, but would likely free up some employee time through simplified rules and fewer residents filing affidavits with the municipal court after receiving citations.

Attachments:

Proposed ordinance

ORDINANCE NO. 2025-11-19-XX

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE IV, SECTION 32-116 "PARKING BY PERMIT ONLY; SPECIAL EVENTS" OF THE CITY OF ROLLINGWOOD'S CODE OF ORDINANCES RELATED TO PARKING ZONES WITHIN THE CITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 32-116 of the Code of Ordinances of the City of Rollingwood specifies when and where parking by permit is allowed during the Austin City Limits Music Festival and other special events held in Zilker Park in the City of Austin; and

WHEREAS, existing regulations divide the city into two parking zones, restricting residents' choice of on-street parking locations within the city limits of Rollingwood; and

WHEREAS, the City Council of the City of Rollingwood ("City Council") finds that removing the parking zones requirement is in the public interest.

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

SECTION 1. All the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Code Amendment. The following sections of the Rollingwood Code of Ordinances are hereby amended as follows with ~~strikethroughs~~ being deletions from the Code and <u>underlines</u> being additions to the Code:

Section 32-116 is amended as follows:

Sec. 32-116. - Parking by permit only; special events.

(a) *Austin City Limits Musical Festival, Trail of Lights, and Blues on the Green.* It is unlawful to park, cause to be parked, or permit to remain parked any motor vehicle, whether attended or unattended, on any public street in areas zoned for single-family residential use in the city limits, more specifically identified on addendum 1 attached to Ord. No. 2015-09-16(A), without first having obtained a parking permit from the city to park on the particular public street, and displaying such permit in a manner visible through the windshield on the driver's side of the vehicle, on any date of the Austin City Limits Music Festival, Trail of Lights Festival or Blues on the Green events when held at Zilker Park in the city of Austin. The police chief is directed to install signage in accordance with applicable law, whether or not temporary in nature, to notify the public of the existence of the parking restriction, <u>and</u> the requirement of a permit~~, and the applicable parking restriction zone~~ during times that the restriction is in effect.

(1) Upon showing reasonably satisfactory evidence of current residence in the city (e.g. driver's license, utility bill, lease) the city secretary or other authorized agent of the city shall issue to the resident one permit for each vehicle used by residents in the same household plus two permits for use by guests/household.

(2) ~~The city shall be divided into two zones for permitted parking purposes~~. Parking zones listed ~~as indicated~~ on addendum 1 attached to Ord. No. 2015-09-16(A) shall be combined to constitute a single zone~~. Permits shall be issued to residents for use only in the zone of the resident's residence. It is unlawful to park in a zone without a permit that authorizes parking in such zone~~.

(3) Permits are nontransferable. Permits issued to a resident may be used only vehicles owned or leased by members of the resident's household, and no more than two guest vehicles at any one time.

(4) The police chief, in consultation with the mayor, is directed to cause the resident to whom permits are issued to be provided written notice of the manner for display of a permit, along with a request that permits be used, possible, only for parking in front of the resident's home and by no more than two cars at any one time during times the parking restriction is in effect. Issuance of permits to a resident shall constitute prima facie evidence that notice of applicable regulations regarding display of a permit have been provided to members of the resident's household.

(b) *City hall*. It is unlawful to park, cause to be parked or permit to remain parked any motor vehicle, whether attended or unattended, at the locations listed below, without first having obtained a parking permit from the city for parking at and near city hall at 403 Nixon Drive. Said parking by permit only zone shall be designated a tow-away zone. Unauthorized motor vehicles may be towed at the expense of the owner of the motor vehicle. The city shall erect signage in compliance with applicable law to notify the public of the existence of the parking permit/tow-away zone during times the zone is in effect. The police chief is authorized to determine the location of such signage in compliance with applicable law, and once installed, the areas of restricted parking indicated by such signage shall be prima facie proof of the areas so restricted.

(1) In the 3200 block of Pickwick Lane.

(2) At those areas on Gentry Drive where at the time of adoption of this section, the curbing has been painted and designated "permit only" in yellow paint.

(c) *Violations*.

(1) It shall be a violation of this section for any person to:

a. Park, cause to be parked or permit to remain parked any motor vehicle in those locations indicated without displaying a valid permit.

b. Falsely represent himself as being eligible for a permit, submitting false documents or otherwise making a false statement of material fact on an application for a permit.

(2) Any motor vehicle parked in violation of this section without displaying a valid permit may be issued a citation or be subject to immediate towing and impoundment or both.

(3) In any prosecution for a violation of this section, proof that a temporary traffic control device was actually in place shall constitute prima facie evidence that the same was installed by the police chief or his designee pursuant to the authority of this section; provided, however, it shall not be a defense in a prosecution under this section that there was no sign, that the sign was overturned, or that such sign was not sufficiently legible or in a proper position to be seen by the defendant or by an ordinarily observant person.

SECTION 3. All provisions of the ordinances of the City of Rollingwood in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and all other provisions of the City of Rollingwood ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, sub-article, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect upon its passage and publication of its caption, or on January 1, 2026, whichever is later.

APPROVED, PASSED AND ADOPTED by the City Council of the City of Rollingwood, Texas, on the _____ day of _____, 2025

_____
Gavin Massingill, Mayor

ATTEST:

_____
Makayla Rodriguez, City Secretary

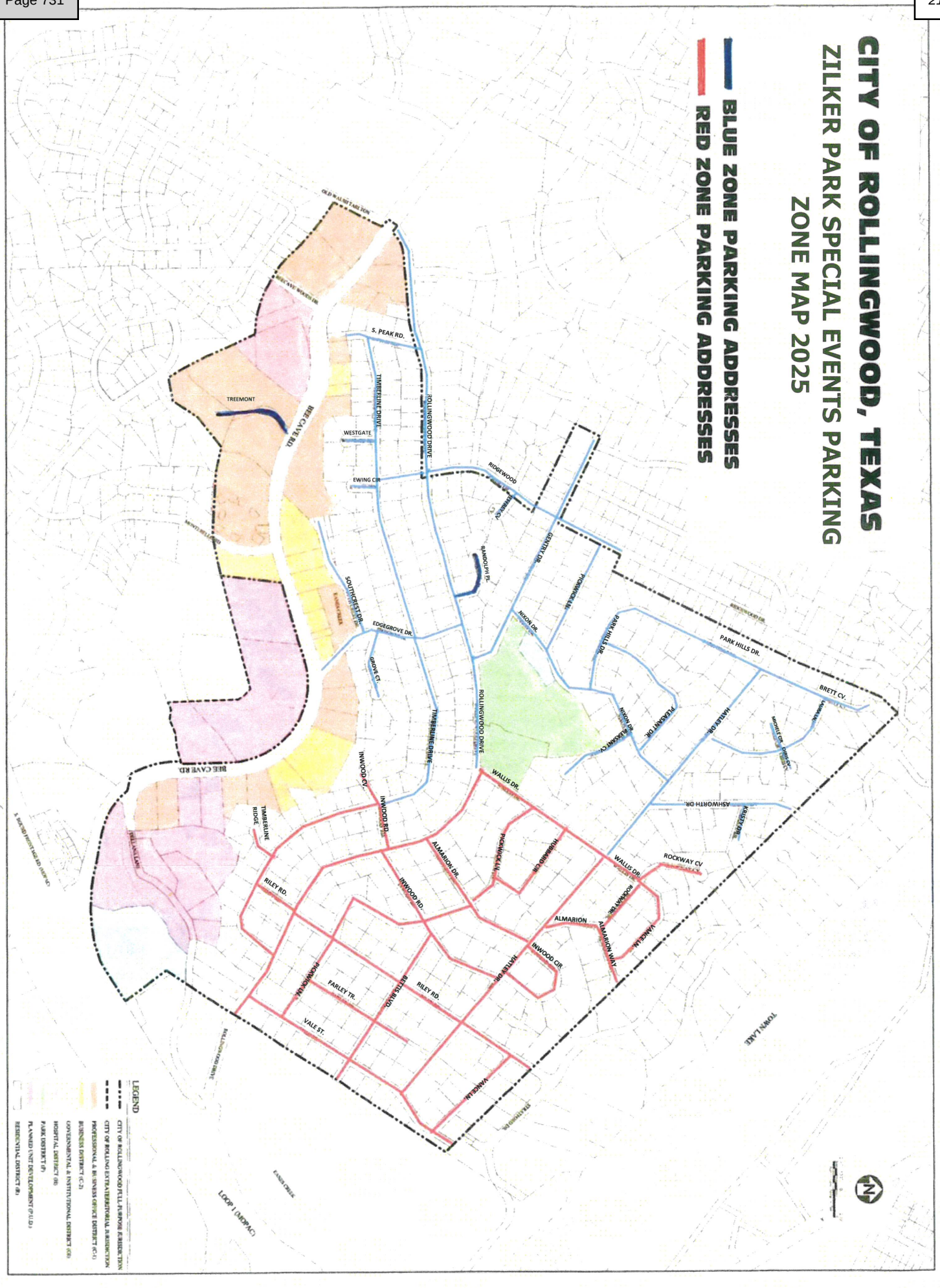
CITY OF ROLLINGWOOD, TEXAS

ZILKER PARK SPECIAL EVENTS PARKING

ZONE MAP 2025

BLUE ZONE PARKING ADDRESSES

RED ZONE PARKING ADDRESSES



AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: November 19, 2025

Submitted By:

Staff

Agenda Item:

Discussion and possible action on a resolution casting votes for the TCAD Board of Directors

Description:

Two of the appointed members of the Board of Directors of Travis Central Appraisal District (as highlighted in the table below) will expire at the end of this year. Therefore, TCAD is having an election to fill the vacancies.

Below is a list of the current members of the Board of Directors:

Name	Position	Term Expiration
James Valadez	Chair	12/31/2027
Debbie Cartwright	Vice Chair	12/31/2025
Nicole Conley	Secretary/Treasurer	12/31/2027
John Havenstrite		12/31/2027
Blanca Zamora-Garcia		12/31/2025
Celia Israel	Tax Assessor-Collector	Permanent
Jett Hanna	Place 1	12/31/2026
Shenghao Daniel Wang	Place 2	12/31/2026
Dick Lavine	Place 3	12/31/2026

Attached is a draft resolution to cast Rollingwood's 2 votes, which can either be both for one person, or split between two people. The nominations are:

- Deborah Cartwright
- Bruce Elfant
- Elizabeth Montoya
- Paul Roberts
- Melody Ryan

Action Requested:

To approve a resolution casting the City of Rollingwood's votes for the TCAD Board of Directors

Fiscal Impacts:

No fiscal impact is anticipated at this time

Attachments:

- Letter from TCAD with ballot and nominee information
- Draft Resolution 2025-11-19-XX Casting the City of Rollingwood's votes for the TCAD Board of Directors

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
JETT HANNA
JOHN HAVENSTRITE
CELIA ISRAEL
DICK LAVINE
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

October 15, 2025

CITY OF ROLLINGWOOD
ATTN: THE HONORABLE GAVIN MASSINGILL, MAYOR
403 NIXON DRIVE
ROLLINGWOOD, TX 78746

The deadline has passed for jurisdictions to make nominations for the Board of Directors of the Travis Central Appraisal District. The following are the nominations, in alphabetical order by last name, and sponsoring jurisdiction:

Deborah Cartwright	Austin ISD, City of Austin, Eanes ISD
Bruce Elfant	Travis County, City of Austin, Del Valle ISD
Elizabeth Montoya	Pflugerville ISD, Leander ISD, Round Rock ISD, City of Pflugerville
Paul Roberts	City of Lago Vista
Melody Ryan	City of Pflugerville

This letter serves as a ballot and is being sent to the presiding officer of each taxing unit entitled to vote in the appointment of the Travis Central Appraisal District Board of Directors. Enclosed, you will also find biographies for each nominee. Your entity is entitled to **2** votes that can be split among any of the nominees on the ballot. Votes must be formalized by resolution of the taxing unit's governing body. Please include the name and number of votes allotted to the nominee(s) in your resolution. The resolution with voting allotment must be returned to the Chief Appraiser of the appraisal district by **December 14, 2025,** at the following mailing address or email address:

Travis Central Appraisal District
ATTN: Leana Mann
PO Box 149012
Austin, TX 78714-9012
Lmann@tcadcentral.org

Before December 31, 2025, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to both the governing bodies of each entity and each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.

Should you have any questions, please do not hesitate to contact me by phone at (512) 834-9317 Ext. 405 or by email at Lmann@tcadcentral.org.

Sincerely,

Leana H. Mann

Leana Mann, RPA, CCA, CGFO
Chief Appraiser
Travis Central Appraisal District

Deborah Cartwright

Debbie Cartwright received her law degree from the University of Houston and a master's degree from the LBJ School of Public Affairs at The University of Texas at Austin. Her undergraduate degree in secondary education music and history is from Howard Payne University in Brownwood, Texas.

Debbie enjoyed a lengthy career as an attorney and administrator in the field of property taxation. She worked for four property tax law firms representing appraisal districts in litigation and providing advice on public law and property tax administration. In addition to work in private law practice, Debbie served the State of Texas by working for two Comptrollers of Public Accounts for about ten years.

During much of this time, Debbie was involved in charitable endeavors. A native of Elgin, Texas, Debbie worked with the Elgin Historical Association in the late-1990's to raise money to restore the Union Depot, which became a museum. Debbie was a member of the Texas Historical Foundation from 2020 to 2022 and served as co-chair of the Elgin Sesquicentennial Committee in 2022. She was actively involved in the activities of the city's celebration and assisted in the preparation of an updated history book entitled "Milestones: History of Elgin, Texas."

Debbie is a member of the State Bar of Texas and the International Association of Assessing Officers. She served as a trustee for her alma mater Howard Payne University from 2015 through 2023. Debbie currently serves on the board of directors for the Travis Central Appraisal District and is a member of the Bastrop County Historical Society. She is an officer of the Elgin Oral History Project, a non-profit organization created in 2021, to record audio stories from residents and former residents of Elgin.

Bruce Elfant

Education

Graduate, Leadership Austin (1997-1998)
Associate's Degree, Criminal Justice, Austin Community College (1994)
Bachelor of Science, Communications, University of Texas at Austin (1980)

Certifications

Texas Registered Election Official (2017)
Professional County Assessor-Collector (2017)
Certified Elections/Registration Administrator (2016)
County Tax Office Professional (2016)
Professional County Collector (PCC) (2013)
Texas Peace Officer License (1993)

Professional

Travis County Tax Assessor Collector & Voter Registrar, (2013 - 2024)
Texas Association of Tax Assessor Collectors
- Vice Chair, Legislative Committee (2016 - 2018)
- Legislative Committee (2013 - 2024)

Board Member, Travis County Central Appraisal District (2013 - 2024)
Travis County Constable, Precinct Five (1993 – 2012)
Justices of the Peace and Constables Association of Texas
- President (2001-2002)
- Chair, Legislative Committee (2001 – 2005, 2007, 2009, 2011)
- Board Member (1998 – 2003)

Member, Attorney General Child Support Work Group (2001 – 2012)
Board Member, Texas Association of Domestic Relations Offices (1991-2002)
Chair, Austin/Travis County Family Violence Task Force (1989-1991)
Family Unit Director, Office of Travis County Constable Precinct Five (1986 – 1992)
Director, Travis County Sesquicentennial Committee (1985 -1986)
Research Associate, Office of the Attorney General (1983 -1985)
Clerk, Texas Legislative Council (1981-1983)
Texas Association of Counties
- Vice President (2007 – 2011)
- Member, Board of Directors (2000 – 2003, 2007)
- Planning Analysis Group (1995 – 2000, 2007 – 2011)

Delegate and Speaker, White House Leadership Conference on Youth Drug Use and Violence (1996)

Community Activities

Board Member, Austin Community College Center for Public Policy and Political Studies 2015 - 2020)
Alumni Advisory Council, Austin Community College (2013 - 2015)

Co-chair, Austin-Travis County U. S. Census Complete Count Committee (2009)
Co-chair, Veterans Intervention Project of Travis County (2007- 2012)
Austin Community Action Network Chair, Community Council (2002 - 2003)
Member Community Council (1997 - 2008)
Member, CAN Marketing Committee (2003 - 2008)
Chair, Butler Awards Selection Committee (2009 - 2012)
Task Force Member, Austin Independent School District Dropout Prevention and Reduction Task Force (1999-2002)
Board Member, Austin Kids Exchange (1994 -1998)
Board Member, Metropolitan Volunteer Center (1988-1992)
Chair, Public Responsibility Committee, Austin State Hospital (1987-1992)

Awards and Recognitions

Commendation for 38 Years of Public Service to the Citizens of Travis County, Travis County Commissioners Court (2024)
Commitment to Civic Engagement, TX Votes (2023)
Torch Bearer Community Partnership, Delta Sigma Theta Sorority, Inc., (2023)
PACESetter Award, PACE Nation (2021)
Standout Local Elected Official, National All In (2020)
Recognition of Leadership, 2020 Complete Count Committee, U, S. Census Bureau (2020)
Legacy of Building Tomorrow's Leaders Award, Austin Community College Center for Public Policy and Political Studies (2018)
Purple and Gold Award, The Men of Epsilon Iota Chapter, Omega Psi Fraternity (2018)
Tax Assessor of the Year, Tax Assessor Collectors Association of Texas (2017)
Outstanding Leadership, Veterans Intervention Project (2016)
Trailblazer Award, Indian American Coalition of Texas (2016)
Commendation, Texas Property Assessed Clean Energy Project (2016)
Commendation for Outstanding Voter Registration efforts, Austin League of Women Voters (2014)
Legacy Award, Austin/Travis County Family Violence Task Force (2014)
Public Official of the Year, Capital Area Asian American Democrats (2014)
Commendation, Travis County Veterans Services Office (2014)
Distinguished Alumni, Austin Community College (2013)
Constable of the Year, Justices of the Peace and Constables Association of Texas (2012)
Commendation for Outstanding Service to the Child Support Division of the Office of Attorney General (2011)
Commendation by Austin City Council and Travis County Commissioners Court for Service as Co-Chair, Austin -Travis County Complete Count Committee (2010)
Partnership Award, City of Austin Mayor's Committee for People with Disabilities (2009)
T. A. Vines Award, Justices of the Peace and Constable's Association of Texas (2009)
Public Innovation Award, Centex Chapter of the American Society for Public Administrators (2009)
Distinguished Service Award, Community Action Network (2008)

Best Practices Award for Exceptional Delivery of Services, Texas Association of Counties (2008)
Best Practices Award for Exceptional Delivery of Services, Texas Association of Counties (2005)
Outstanding Alumnus, Westbury High School Foundation, (2005)
Person of the Year, Women's Advocacy Project (2004)
Certificate of Appreciation, Texas Attorney General (2003)
Service Above Self Public Safety Award, Rotary Clubs of Austin (2003)
Elected Official of the Year, Central Texas Society of Professional Administrators (2001)
Liberty Bell Award, Austin Young Lawyers Association (2000)
Commendation, Texas Women in Law Enforcement (1999)
Commendation, Mayor's Committee on People with Disabilities (1997)
Constable of the Year, Justices of the Peace and Constables Association of Texas (1997)
Governor's Community Achievement Award-Keep Austin Beautiful (1996)
Commendation, ADAPT of Texas (1996)
Spirit of Cooperation Award, United East Austin Coalition (1995)
Golden Heart Award, Texas Association for the Enforcement of Child Support (1993)
Person of the Year, Austin Center for Battered Women (now Safe Place) (1991)
Outstanding Leadership and Initiative, Austin Women's Political Caucus (1991)
Commendation, Austin Police Department, Victim Services Division (1991)
Commendation, Texas Association of Domestic Relations Offices (1991)
Outstanding Service and Leadership, Texas Attorney General (1990)

Elizabeth Montoya

Elizabeth has been a Certified Public Accountant since 1998 and is licensed in Texas. She joined Blakeslee, Monzingo & Co. in 2016 to form Montoya, Monzingo & Blakeslee, LLP and is the Managing Partner with Montoya & Monzingo, LLP. Using her decades of experience as a financial executive, Elizabeth's focus is to help her business clients align effective tax planning with best practice business process strategies to achieve their organizational goals. She serves on several local non-profit and government boards and is a TCU Horned Frog fan. She holds a MS from the University of Oklahoma and is the proud mom of two daughters and a son.

Paul Roberts

Paul Roberts is a fourth-generation Texan, business owner, and public servant dedicated to transparency, fiscal discipline, and responsible governance. He serves on the Lago Vista City Council (Place 5), where he has led initiatives centered on *better planning and smarter growth* to align development with infrastructure capacity, community priorities, and long-term sustainability.

Prior to his election, Mr. Roberts served as Chair of the Economic Development Advisory Committee, a member of the Building and Standards Commission, and a member of the 2021 Charter Review Committee. He is also active in community service as a member of the Knights of Columbus and the Lions Club.

Mr. Roberts is the founder and President of Solid Technology Solutions, Inc. (STS), a certified electronic component distributor serving OEMs and manufacturers worldwide. With more than 25 years of experience in business leadership, contract management, and financial oversight, he brings a pragmatic, results-driven perspective to public service.

Since moving to Lago Vista in 2016 with his wife and three children, Mr. Roberts has worked to enhance transparency, preserve open space, strengthen infrastructure, and ensure that growth occurs responsibly and sustainably. His leadership reflects a deep commitment to the community and to prudent, data-driven decision-making on behalf of taxpayers.

Melody Ryan

Melody Ryan has been a resident of Pflugerville since 2007. A graduate of UCLA with a degree in Business Economics and a minor in Accounting, Melody is a Certified Public Accountant (CPA) who brings financial expertise and nearly two decades of dedicated service to the Pflugerville community. Her contributions include serving on the Parks and Recreation Commission, Finance and Budget Committee, multiple bond committees, and the Pflugerville Community Development Corporation (PCDC), where she focused on evaluating projects for community impact and return on investment. She served as Treasurer for her Homeowners Association for 15 years, where she upheld fiscal responsibility by maintaining dues at the same level for over 17 years while successfully overseeing the development of a new park and a 1.2-mile trail. As a mother of students in the Pflugerville Independent School District, Melody has been deeply involved in supporting local schools. She has volunteered extensively for campus events, fundraising efforts, and classroom activities, and she has served as a mentor to students, providing guidance and encouragement to help them succeed. During the COVID-19 pandemic, she signed up as a guest educator, helping to ensure students and staff had the resources they needed during a challenging time. Melody is a strong advocate for community engagement and believes in empowering residents with a voice on critical projects and issues. She is dedicated to ensuring citizens have the opportunity to vote on major initiatives and prioritizes listening to diverse perspectives to make the best decisions for Pflugerville's future. Committed to ensuring Pflugerville remains a thriving, safe, and welcoming city, Melody is a strong supporter of essential services like roads, water, and parks. Her experience on the Aspire 2040 and 2030 comprehensive plans guides her prioritization of projects that support the city's growth. Dedicated to collaboration and fiscal responsibility, Melody strives to create a balanced approach to governance that benefits residents and businesses.

CITY OF ROLLINGWOOD

RESOLUTION 2025-11-19-XX

A RESOLUTION OF THE CITY OF ROLLINGWOOD, TEXAS CASTING 2 VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Travis Central Appraisal District (TCAD) is holding an election for its Board of Directors; and

WHEREAS, the City of Rollingwood is entitled to 2 votes that can be split among any of the nominees on the ballot for the TCAD Board of Directors; and

WHEREAS, the resolution with voting allotment must be received by the Chief Appraiser of TCAD by December 14, 2025.

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

Section 1. The City of Rollingwood casts _____ votes for _____ for the Travis County Board of Directors.

Section 2. The City Secretary is hereby directed to forward a copy of this approved resolution to the Chief Appraiser of TCAD on or before December 14, 2025.

Section 3. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND APPROVED on this 19th day of November 2025.

_____

Gavin Massingill, Mayor

ATTEST:

_____

Makayla Rodriguez, City Secretary

DRAFT

Date: November 12, 2025

To: Mayor and Councilmembers of the City of Rollingwood

From: Alun Thomas, City Administrator

Subject: City Administrator's Report

City Financials

Highlights of the financials through the month of October 2025:

- As of October 31, 2025, 8% of Fiscal Year 2025-2026 has passed.
- Property taxes collected were not significantly different from the amount collected in October 2024.
- Sales taxes collected were 93$ of the amount collected in October 2024.
- The Water Fund balance is currently at $998,673.29. The General Fund balance is $5,260,764.48.

Police Department

The Police Department's annual Trunk-or-Treat event on Halloween night was a success, with a great turnout from the community.

Utilities

As of November 12, 2025, the EyeOnWater customer portal has a total of **249** accounts (an increase of 6 since my last report) that are registered within the system, representing 42% of the system's connections. Of those accounts, **191** (an increase of 2 since my last report) have signed up for leak alerts, and **58** have not.

Water CIP and Drainage Projects

Construction activities are still ongoing for Water CIP Bond Program Packages 1-4 and the Hubbard/Hatley/Pickwick and Nixon/Pleasant drainage projects. October's work was largely spent tying in water main lines as a part of these projects, which necessitated water outages and temporary boil water notices due to the nature of the work.

- Subject to unforeseen changes, scheduled or anticipated work for November will complete the projects, and includes the repaving of Bettis Boulevard, Gentry Drive, Pleasant Cove, Pleasant Drive, Kristi Lane, Laura Lane, Michelle Circle, Nixon Drive, Park Hills Drive, Pickwick Lane, Vale Street, Vance Lane, and Westgate Circle.

Updates on these projects and their impacts on residents can be found on our city website, under the public notices section on the front page. The page “Rollingwood Water System Improvements Updates” will be kept up to date with project progress and milestones. A full schedule of all projects can also be found on this page, and the schedule is being updated frequently as the projects progress. Link: https://www.rollingwoodtx.gov/administration/page/rollingwood-water-system-improvements-updates

Fiscal Year 2026 Paving Projects

I have been working with Mayor Massingill and WSB Engineering on the Fiscal Year 2026 paving projects. As can be found on the project’s webpage (https://www.rollingwoodtx.gov/administration/page/fiscal-year-2026-paving-projects), subject to a bid being awarded during the November 19, 2025 Council meeting, work on the repaving project can realistically begin as soon as December 15, dependent on weather conditions. The webpage for the project will be frequently updated as new information becomes available.

Zilker Clubhouse

In early November, the City of Austin placed barricades and very large limestone blocks to prevent vehicular access to Arnulfo Alonso Way from Bettis Boulevard. We were not informed of this in advance, and only learned of it when our police department observed it whilst on patrol.

Chief Muñoz and I communicated with the City of Austin to learn more about it and were told in advance of the gate that has now been placed along Arnulfo Alonso Way and Rollingwood Drive, to block traffic from using Arnulfo Alonso Way. The City of Austin's stated intention to us is to mitigate or prevent future damage to the Zilker Clubhouse, and to begin repairing and/or renovating the facility within the next few months. Our emergency services have the code to access Arnulfo Alonso Way.

City Holiday

City Hall will be closed on Thursday and Friday, November 27 and 28, 2025 in observance of Thanksgiving.

Contact Me if Needed

I can be reached by email at athomas@rollingwoodtx.gov and by cell phone at (737) 218-8326. Please let me know if you have any questions or concerns.

Sincerely,

Alun Thomas

City Administrator

Police Department Report-October 2025

Staffing	
Authorized Staff:	10
Current Staff:	8
Hours Worked For Comp:	0
Comp Hours Spent:	0
Vacation Hours Spent:	0
Sick Hours Spent:	8
Holiday Hours Worked:	32
Holiday Hours Not Worked :	24
Hours Worked For Overtime:	27.5
Total Hours Worked:	1080

Possible Liabilities (PD Employees Only)	
Comp Pool Liability (Dollars):	$ 15,573
Vacation Pool Liability (Dollars):	$ 44,547
Total Sick Pool Liability (Dollars):	$ 41,671
Total Possible Liabilities:	**$ 104,264**

Fleet	
Vehicles Authorized:	3
Vehicles Operational:	3
Gasoline Used (gal):	258
Total Miles Driven:	2,550

Police Activity	
Calls for Service	
Calls Dispatched:	69
Self Assigned Calls:	67
Total Calls for Service:	**136**
Agency Assists:	25
Police Reports:	23
Theft/Burglary Reports:	14
Arrests	
Misdemeanor Arrests:	0
Felony Arrests:	1
Total Arrests:	**1**
Proactive Citizen Contacts:	
Vehicle Accidents	
Minor Accidents:	2
Major Accidents:	0
Total Vehicle Accidents:	**2**

Ordinance Violations	
Construction:	19
Solicitation:	0
Noise:	0
Tree Related:	0
Animal Related:	0
Total Citations Issued	8
Total Warnings Issued	2
All Others:	0
Total Ordinance Violations:	**19**

Traffic Initiatives	
Location 1: Riley traffic from Zilker Park	
Citations/Warnings issued at this Location:	0
Location 2: Park Zone	
Citations/Warnings Issued at this Location:	36
Citations/Warnings Issued at this Location: Bee Caves Rd.	48
Total Citations/Warnings issued during traffic initiatives:	**84**

Traffic Enforcement	
Total Citations issued:	79
Total Warnings issued:	50
Total Citations and Warnings:	**129**
Location of Traffic Stops	
City Roadways:	81
Bee Caves Road:	48
Total Traffic Stops:	**129**
Type of Violations	
Moving Violations:	75
Non-Moving Violations:	53
Total Violations:	**128**
Parking Violations	
Total Citations issued:	58
Total Warnings issued:	11
Total Citations and Warnings:	**69**

Chief's Blotter

*ACL Weekend One and Two were a great success, no major issues.
*October 20th 2025 Officer Bishop attended Basics of Interview and Interrogation training in San Antonio.
*October 21st 2025 Officer Bishop attended Writing Search & Arrest Warrant Affidavits & Execution training in San Antonio.
*October 29th thru 31st Chief Munoz and Lieutenant Cantu attended the Texas Municipal League conference in Ft. Worth.
*October 31st 2025 Rollingwood PD held its annual Trunk or Treat, great turnout.

FOR PD USE ONLY (Not to be placed in the City Council Packet):

Chief of Police Report - 2025

Staffing:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Authorized Staff:	10	10	10	10	10	10	10	10	0	10	0	0
Current Staff:	7	6	7	7	6	7	7	7	8	8	0	0
Hours Worked For Comp:	13	25	6	6	67.5	24	24	6	16.5	0	0	0
Comp Hours Spent:	8	0	0	0	0	0	106	35	0	0	0	0
Vacation Hours Spent:	22	17	8	0	0	12	67	43	8	0	0	0
Sick Hours Spent:	10	40	18	8	24	8	1	1	1	8	0	0
Holiday Hours Worked:	80	16	0	16	0	16	43.5	16	24	32	0	0
Holiday Hours Not Worked :	136	24	0	32	0	32	52.5	32	24	24	0	0
Hours Worked For Overtime:	16	56	40	42	25	48.5	139.5	140	58.5	27.5	0	0
Total Hours Worked:	1244	807	784	862	900	934	1203	874	1010	1080	0	0

Possible Liabilities (PD Employees Only)	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Comp Pool Liability (Dollars):	$ 14,694	$14,694	$15,890	$ 16,118	$ 18,690	$ 19,605	$ 16,415	$ 15,034	$ 15,573	$ 15,573	$ -	$ -
Vacation Pool Liability (Dollars):	$ 32,207	$33,137	$34,249	$ 36,980	$ 38,558	$ 40,047	$ 40,863	$ 41,051	$ 42,218	$ 44,547	$ -	$ -
Total Sick Pool Liability (Dollars):	$ 32,647	$28,340	$28,800	$ 30,399	$ 31,235	$ 32,597	$ 35,418	$ 38,460	$ 39,604	$ 41,671	$ -	$ -
Total Possible Liabilities:	$ 79,548	$76,171	$78,939	$ 83,497	$ 88,483	$ 92,249	$ 92,696	$ 94,545	$ 97,394	$ 101,791	$ -	$ -

Fleet:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Vehicles Authorized:	5	5	5	5	5	3	3	3	3	3	0	0
Vehicles Operational:	4	4	4	4	4	3	3	3	3	3	0	0
Gasoline Used (gal):	292	252	294	248	258	246	249	224	242	258	0	0
Total Miles Driven:	2792	2,466	2498	2377	2471	2164	2419	2243	2572	2550	0	0

Police Activity:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Calls for Service												
Call dispatched:	94	60	46	59	45	40	106	50	85	69	0	0
Self assigned calls:	58	58	70	37	52	48	53	45	49	67	0	0
Total Calls for Service:	152	118	116	96	97	88	159	95	134	136	0	0
Total Agency Assists:	65	36	43	44	45	33	57	31	52	25	0	0
Criminal Offense Reports:	13	16	14	11	12	9	4	11	9	23	0	0
Theft/Burglary Reports:	4	3	1	5	2	3	1	1	1	14	0	0
Arrests												
Misdemeanor Arrests:	0	1	0	1	1	0	0	0	1	0	0	0
Felony Arrests:	0	1	0	0	1	1	0	0	0	1	0	0
Total Arrests:	0	2	0	1	2	1	0	0	1	1	0	0
Proactive Citizen Contacts:	4	11	11	0	7	13	13	13	11	0	0	0
Vehicle Accidents												
Minor Accidents:	1	1	1	2	4	1	1	3	7	2	0	0
Major Accidents:	0	1	2	0	0	0	1	2	2	0	0	0
Total Vehicle Accidents:	1	2	3	2	4	1	2	5	9	2	0	0

Ordinance Violations:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Construction:	1	4	7	4	1	6	1	2	1	19	0	0
Solicitation:	0	0	1	0	0	2	0	0	0	0	0	0
Noise:	0	0	0	0	0	0	0	0	1	0	0	0
Tree Related:	0	1	1	0	0	0	0	0	0	0	0	0
Animal Related:	0	0	0	0	0	0	0	0	0	0	0	0
Total Citations Issued	1	3	6	3	0	4	1	0	0	8	0	0
Total Warnings Issued	0	1	2	1	1	2	0	2	1	2	0	0
All Others:	0	0	0	0	0	0	0	0	0	0	0	0
Total Ordinance Violations:	2	9	17	8	2	14	2	4	3	29	0	0

Traffic Initiatives:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Citations/Warnings issued during traffic initiatives:	41	76	242	79	80	91	85	64	119	84	0	0

Traffic Enforcement:	Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Traffic Enforcement:												
Total Citations issued:	40	68	135	71	96	74	76	70	69	79	0	0
Total Warnings issued:	35	0	89	43	45	55	34	39	42	50	0	0
Total Citations and Warnings:	75	68	224	114	141	129	110	109	111	129	0	0
Location of Traffic Stops:												
City Roadways:	40	44	106	43	60	50	40	77	17	81	0	0
Bee Caves Road:	39	76	32	77	76	79	72	51	70	48	0	0
Total Traffic Stops:	79	120	138	120	136	129	112	128	87	129	0	0
Type of Violations:												
Moving Violations:	80	95	108	68	85	62	60	71	59	75	0	0
Non-Moving Violations:	2	24	97	46	56	66	49	37	66	53	0	0
Total Violations:	82	119	205	114	141	128	109	108	125	128	0	0
Parking Violations:												
Citations:	0	0	3	1	0	0	4	13	7	58	0	0
Warnings:	0	0	1	1	0	0	1	5	0	11	0	0
Total Parking Violations:	0	0	4	2	0	0	5	18	7	69	0	0

City of Rollingwood Monthly Stats - Fiscal Year 2025-2026
Municipal Court

Violations Filed by Date													
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Traffic	73												
State Law	35												
City Ordinance	56												
Parking	11												
Total Violations	175												

Completed Cases													
Paid Fine	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	18												
State Law	0												
City Ordinance	7												
Parking	5												
Total Paid Fines	30												
Before Judge	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	6												
State Law	0												
City Ordinance	1												
Parking	1												
Total Before Judge	8												
By Jury	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Total	0												
	Oct-25	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Total Completed	**38**												

Other Completed													
Dismissed DSC. Sec. 2	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	15												
State Law	0												
City Ordinance	0												
Parking	0												
Total	**15**												
Dismissed After Deferred Disp.	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	3												
State Law	0												
City Ordinance	0												
Parking	0												
Total	**3**												
Dismissed By Presenting Insurance	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	0												
Total	**0**												
Voided Docket	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	0												
State Law	0												
Parking	0												
City Ordinance	0												
Total	**0**												
Dismissed by Judge	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	0												
State Law	0												
City Ordinance	0												
Parking	0												
Total	**0**												
Dismissed/ Compliance	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	8												
State Law	0												
City Ordinance	1												
Parking	0												
Total	**9**												
Dismissed by Prosecutor	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	2												
State Law	2												
City Ordinance	7												
Parking	1												
Total	**12**												
	Oct-25	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Total other Completed	39												
Grand Total Completed	**39**												

Warrants													
Issued	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	41												
State Law	45												
City Ordinance	0												
Parking	3												

Total Warrants Issued	89												
Cleared	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Traffic	2												
State Law	10												
City Ordinance	0												
Parking	0												
Total Warrants Cleared	**12**												
Change in Total Warrants	**77**												

Other Paid Cases													
Paid Fines	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Total Other Paid Fines	18												

Payment Process Methods													
Paid Fines	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Municipal Court Clerk	39												
Online	28												
Total	**67**												

Fees and Fines Paid FY 2025-2026													
	Oct-25	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Total**
Administrative Fee	$ 21.20												
Administrative $20.00													
Arrest Fee	$ 310.48												
Bond Fortfeiture													
CCC04-Consolidated Court Cost													
CS2 Child Safety Fee	$ 25.00												
Civil Justice Fee Court													
Civil Justice Fee State													
Court Tech Fund													
DSC Admin Fee	$ 80.00												
Fine	$ 6,550.30												
Indigent Defense Fee													
JFCI- Judicial Fee - City													
JFCT2-Judicial Fee-State													
MCBS MUNICIPAL COURT BUILDING SEC													
State Jury Fee													
TFC	$ 114.19												
Truancy Prevention													
Omni Fees State													
Omni Base Vendor													
Local Munucipal Jury Fund (LMJF)	$ 6.18												
CCC 2020 (CCC20)	$ 2,982.11												
Local Court Technology Fund	$ 248.39												
Local Truancy Prevention Fund	$ 310.48												
State Traffic Fee (STF19)	$ 1,903.04												
Local Building Security Fund (LMCBSF)	$ 304.28												
TLFTA3Local Omni Base Fee													
TLFTA2 OMNI BASE VENDOR													
TLFTA1 OMNI FEES STATE													
Time Pmt. Plan - Local	$ 3.14												
Time Pmt. Plan - Effiency	$ 4.71												
Time Pmt. Plan - State													
Warrant Fee	$ 100.00												
Collection Agency Fee	$ 123.60												
Total Fees/Fines Paid	**$ 13,087.10**												

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
100-1000	CLAIM ON POOLED CASH	4,888,101.88		
100-1011	PETTY CASH - COURT	250.00		
100-1014	CASH - TAX NOTES	437,159.27		
100-1016	MERCHANT ACCT CASH	0.00		
100-1018	CASH - DEVELOPMENT SERVICES	(1,000.00)		
100-1030	TEX-POOL	372,662.60		
100-1050	NEW CASH	0.00		
100-1131	NET PENSION ASSET	0.00		
100-1141	DEFERRED OUTFLOWS OF RESOURCES	0.00		
100-1142	DEFERRED OUTFLOWS - OPEB	0.00		
100-1200	ACCOUNTS RECEIVABLE	36,689.79		
100-1205	ALLOWANCE FOR UNCOLLECTIBLES	0.00		
100-1206	ALLOWANCE FOR DOUBTFUL ACCTS	(4,989.39)		
100-1217	CENCOR PUD RECEIVABLE	0.00		
100-1221	DUE FROM RCDC	0.00		
100-1222	DUE FROM WATER FUND	137.57		
100-1230	TAXES RECEIVABLE - GENERAL	33,100.35		
100-1250	DUE FROM VENDORS	0.00		
100-1350	SALES TAX RECEIVABLE	63,493.09		
100-1399	LEASE RECEIVABLE	168,558.99		
			5,994,164.15	
	TOTAL ASSETS			5,994,164.15
LIABILITIES				
100-2000	ACCOUNTS PAYABLE POOLED	0.00		
100-2008	ACCOUNTS PAYABLE - OTHER	(15,978.90)		
100-2010	HEALTH INSURANCE PAYABLE	3,092.29		
100-2012	AFLAC INSURANCE PAYABLE	(389.74)		
100-2015	EDC SALES TAX PAYABLE	0.00		
100-2016	EMPLOYEE 457 CONTRIB PAYABLE	4,045.76		
100-2020	FEDERAL WH PAYABLE	(2.03)		
100-2030	UNEMPLOYMENT TAX PAYABLE	77.71		
100-2035	SOCIAL SEC/MEDICARE PAYABLE	(266.25)		
100-2050	APPEARANCE BOND RESERVE	0.00		
100-2055	OMNIBASE PAYABLE	(35.68)		
100-2060	RETIREMENT PAYOUT RESERVE	0.00		
100-2070	DEFERRED REVENUE	15,907.80		
100-2075	CHILD SUPPORT GARNISHMENT	0.71		
100-2080	TMRS RETIREMENT WITHHELD	5,618.94		
100-2110	COMPENSATED ABSENCE PAY	0.00		
100-2115	WAGES PAYABLE	25,153.00		
100-2117	UNCLAIMED PROPERTY	0.00		
100-2122	ACCRUED INTEREST PAYABLE	0.00		
100-2132	MY PARK DAY	0.00		
100-2137	PARK PET PAVERS	0.00		
100-2138	TAX NOTES PAYABLE-SR 2020	0.00		
100-2139	DEFERRED REV-LEOSE FUNDS	6,397.28		

100-GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
100-2140	VEHICLE FINANCING NOTES	79,983.00		
100-2141	ARPA DEFERRED REVENUE	0.00		
100-2249	DEFERRED REV-FIELD RENTAL	0.00		
100-2250	DEFERRED TAX REV=DELINQUENT TX	28,110.96		
100-2253	DUE TO BOND ISSUE	0.00		
100-2299	DEFERRED INFLOW - LEASE	168,254.85		
100-2300	DUE TO DRAINAGE FUND	69,387.00		
100-2301	DUE TO RCDC	17,421.13		
100-2425	BLDG & MISC DEPOSITS	0.00		
100-2600	TRAFFIC FINE RESERVE	20,800.65		
	TOTAL LIABILITIES		427,578.48	
EQUITY				
100-3000	FUND BALANCE-UNAPPROPRATED	6,221,060.16		
100-3030	AMOUNT TO BE PROVIDED FOR	(1,320,851.07)		
	TOTAL BEGINNING EQUITY	4,900,209.09		
	TOTAL REVENUE	112,960.18		
	TOTAL EXPENSES	291,707.35		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(178,747.17)		
	(WILL CLOSE TO FUND BAL.)	845,123.75		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,566,585.67	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,994,164.15

200-WATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
200-1000	CLAIM ON POOLED CASH	928,847.43		
200-1016	MERCHANT ACCT CASH	0.00		
200-1018	CASH - DEVELOPMENT SERVICES	1,000.00		
200-1030	TEX-POOL	69,825.86		
200-1131	NET PENSION	(67,001.00)		
200-1141	DEFERRED OUTFLOW OF RESOURCES	42,619.32		
200-1142	DEFERRED OUTFLOWS-OPEB	2,460.00		
200-1200	ACCOUNTS RECEIVABLE	254,451.02		
200-1201	ADDITIONAL RECYCLING RECEIVABL	57.64		
200-1202	MISC AR -	3,251.00		
200-1203	PREPAID EXPENSE	0.00		
200-1205	ALLOWANCE FOR UNCOLLECTIBLE	(18,938.56)		
200-1210	UNAPPLIED CREDITS	(9,032.31)		
200-1220	REFUNDS PAYABLE	(692.71)		
200-1250	ALLOWANCE FOR LOSSES	0.02		
200-1251	DUE FROM VENDORS	0.00		
200-1288	UNAPPLIED CREDITS - AUDIT ALT	407.00		
200-1290	ACCT REC - PARK	(20.00)		
200-1299	ACCOUNTS REC - AUDIT ALTERNATE	0.00		
200-1300	RETURNED CHECKS RECEIVABLE	0.00		
200-1600	WATER SYSTEM	1,885,140.74		
200-1601	WATER LINE IMPROVEMENTS	1,799,149.92		
200-1605	W/WW IMP BCR	561,036.56		
200-1606	CAP IMP BACKFLOW	92,420.00		
200-1610	ACCUMULATED DEPRECIATION	(2,386,187.34)		
200-1620	EQUIPMENT	429,650.68		
200-1621	COMPUTER	1,726.00		
200-1628	ACCUM DEPREC MAINT & OFFICE	(71,067.43)		
			3,519,103.84	
	TOTAL ASSETS			3,519,103.84
LIABILITIES				
200-2000	ACCOUNTS PAYABLE POOLED	438.16		
200-2008	ACCOUNTS PAYABLE OTHER	82,692.65		
200-2010	HEALTH INSURANCE PAYABLE	3,914.30		
200-2012	AFLAC INSURANCE PAYABLE	5.47		
200-2015	ECONOMIC DEV SALES TAX	0.00		
200-2016	EMPLOYEE 457 CONTRIB PAYABL	0.00		
200-2020	FEDERAL WH PAYABLE	(0.96)		
200-2030	UNEMPLOYMENT TAX PAYABLE	(212.48)		
200-2035	SOC SEC/MEDICARE PAYABLE	3,502.98		
200-2060	RETIREMENT PAYOUT RESERVE	0.00		
200-2080	TMRS RETIREMENT PAYABLE	(5,629.27)		
200-2100	METER SERVICE DEPOSITS	0.00		
200-2110	COMPENSATED ABSENCE PAYABLE	11,070.80		
200-2115	WAGES PAYABLE	4,951.00		
200-2120	BONDS PAYABLE-SR2014 WTR IMP	519,750.00		

200-WATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
200-2121	BOND PREMIUM-SR2014 WTR IMPRV	25,846.76		
200-2122	ACCRUED INTEREST PAYABLE	2,874.37		
200-2123	GOVERNMENT CAPITAL LEASE	17,511.16		
200-2124	METERS LOAN PAYABLE	309,961.49		
200-2128	DUE TO VENDORS	0.00		
200-2140	DEFERRED INFLOWS OF RESOURCES	851.00		
200-2142	RES STORM DISCHA PERMIT-ZONE 8	2,886.00		
200-2145	OPEB LIABILITY	10,645.00		
200-2310	DUE TO MERCHANT ACCOUNT	137.57		
200-2400	CUSTOMER DEPOSITS PAYABLE	186,120.00		
200-2401	CUST DEPOSITS -AUDIT ALTERNATE	(8,800.00)		
200-2425	BLDG & MISC DEPOSITS	1,750.00		
	TOTAL LIABILITIES		1,170,266.00	
EQUITY				
200-3000	FUND BALANCE-UNAPPROPRATED	997,204.48		
200-3600	INVEST IN FA NET RELATED DEBT	1,256,765.70		
	TOTAL BEGINNING EQUITY	2,253,970.18		
	TOTAL REVENUE	225,225.46		
	TOTAL EXPENSES	112,344.91		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	112,880.55		
	(WILL CLOSE TO FUND BAL.)	(18,012.89)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,348,837.84	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,519,103.84

301-STREET MAINTENANCE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
301-1000	CLAIM ON POOLED CASH	579,438.66		
301-1350	SALES TAX RECEIVABLE	16,182.84		
			595,621.50	
	TOTAL ASSETS			595,621.50
LIABILITIES				
301-2000	ACCOUNTS PAYABLE POOLED	0.00		
301-2060	RETIREMENT PAYOUT RESERVE	0.00		
301-2140	VEHICLE FINANCING NOTES	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
301-3000	FUND BALANCE-UNAPPROPRATED	542,614.02		
	TOTAL BEGINNING EQUITY	542,614.02		
	TOTAL REVENUE	16,219.16		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	16,219.16		
	(WILL CLOSE TO FUND BAL.)	36,788.32		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		595,621.50	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			595,621.50

310-COURT SECURITY FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
310-1000	CLAIM ON POOLED CASH	18,230.92		
			18,230.92	
	TOTAL ASSETS			18,230.92
LIABILITIES				
310-2000	ACCOUNTS PAYABLE POOLED	0.00		
310-2008	ACCOUNTS PAYABLE - OTHER	0.00		
310-2050	APPEARANCE BOND RESERVE	0.00		
310-2060	RETIREMENT PAYOUT RESERVE	0.00		
310-2140	VECHICLE FINANCING NOTES	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
310-3000	UNAPPROPRIATED FUND BALANCE	3,685.92		
310-3450	RESERVE FOR COURT TECHNOLOGY	4,953.89		
310-3451	RESERVE FOR COURT SECURITY	6,192.55		
	TOTAL BEGINNING EQUITY	14,832.36		
	TOTAL REVENUE	318.98		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	318.98		
	(WILL CLOSE TO FUND BAL.)	3,079.58		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		18,230.92	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			18,230.92

320-COURT TECHNOLOGY FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
320-1000	CLAIM ON POOLED CASH	6,189.98		
			6,189.98	
	TOTAL ASSETS			6,189.98
LIABILITIES				
320-2000	ACCOUNTS PAYABLE POOLED	0.00		
320-2008	ACCOUNTS PAYABLE OTHER	0.00		
320-2050	APPEARANCE BOND RESERVE	0.00		
320-2060	RETIREMENT PAYOUT RESERVE	0.00		
320-2140	VEHICLE FINANCING NOTES	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
320-3450	FUND BALNCE - COURT TECH	7,975.36		
	TOTAL BEGINNING EQUITY	7,975.36		
	TOTAL REVENUE	260.39		
	TOTAL EXPENSES	5.65		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	254.74		
	(WILL CLOSE TO FUND BAL.)	(2,040.12)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		6,189.98	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,189.98

330-COURT EFFICIENCY FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
330-1000	CLAIM ON POOLED CASH	8.33		
			8.33	
	TOTAL ASSETS			8.33
LIABILITIES				
330-2000	ACCOUNTS PAYABLE POOLED	0.00		
330-2060	RETIREMENT PAYOUT RESERVE	0.00		
330-2140	VEHICLE FINANCING NOTES	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
330-3000	FUND BALANCE-UNAPPROPRATED	114.31		
	TOTAL BEGINNING EQUITY	114.31		
	TOTAL REVENUE	0.00		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	0.00		
	(WILL CLOSE TO FUND BAL.)	(105.98)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		8.33	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			8.33

430-DEBT SERVICE FUND 2014

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
430-1000	CLAIM ON POOLED CASH	2,260.53		
430-1007	CASH-DS SR2014 GO STREETS	(1.34)		
430-1009	CASH-DS SR2014 WATER IMPROV	1.34		
430-1206	ALLOWANCE FOR DOUBTFUL COLL	(3,930.22)		
430-1230	TAXES RECEIVABLE	29,838.07		
			28,168.38	
	TOTAL ASSETS			28,168.38
LIABILITIES				
430-2000	ACCOUNTS PAYABLE POOLED	0.00		
430-2060	Retirement Payout Reserve	0.00		
430-2140	Vehicle Financing Notes	0.00		
430-2250	DEFERRED TAX REV-DELINQUENT TX	25,907.85		
	TOTAL LIABILITIES		25,907.85	
EQUITY				
430-3000	FUND BALANCE-UNAPPROPRATED	3,034.75		
	TOTAL BEGINNING EQUITY	3,034.75		
	TOTAL REVENUE	70.51		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	70.51		
	(WILL CLOSE TO FUND BAL.)	(844.73)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,260.53	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			28,168.38

450-DEBT SERVICE FUND 2019

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
450-1000	CLAIM ON POOLED CASH	(121.31)		
			(121.31)	
	TOTAL ASSETS			(121.31)
LIABILITIES				
450-2000	ACCOUNTS PAYABLE POOLED	0.00		
450-2060	Retirement Payout Reserve	0.00		
450-2140	Vehicle Financing Notes	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
450-3000	FUND BALANCE-UNAPPROPRATED	11,141.00		
	TOTAL BEGINNING EQUITY	11,141.00		
	TOTAL REVENUE	251.94		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	251.94		
	(WILL CLOSE TO FUND BAL.)	(11,514.25)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(121.31)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(121.31)

460-DEBT SERVICE FUND 2020

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
460-1000	CLAIM ON POOLED CASH	1,547.81		
			1,547.81	
	TOTAL ASSETS			1,547.81
LIABILITIES				
460-2000	ACCOUNTS PAYABLE POOLED	0.00		
460-2060	Retirement Payout Reserve	0.00		
460-2140	Vehicle Financing Notes	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
460-3000	FUND BALANCE-UNAPPROPRATED	5,231.61		
	TOTAL BEGINNING EQUITY	5,231.61		
	TOTAL REVENUE	111.40		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	111.40		
	(WILL CLOSE TO FUND BAL.)	(3,795.20)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		1,547.81	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,547.81

470-DEBT SERVICE FUND 2023

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
470-1000	CLAIM ON POOLED CASH	27.76		
			27.76	
	TOTAL ASSETS			27.76
LIABILITIES				
470-2000	ACCOUNTS PAYABLE POOLED	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
470-3000	FUND BALANCE - UNAPPROPRIATED	3,303.95		
	TOTAL BEGINNING EQUITY	3,303.95		
	TOTAL REVENUE	81.91		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	81.91		
	(WILL CLOSE TO FUND BAL.)	(3,358.10)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		27.76	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			27.76

480-Debt Service Fund 2024

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
480-1000	CLAIM ON POOLED CASH	(1,927.03)		
			(1,927.03)	
	TOTAL ASSETS			(1,927.03)
LIABILITIES				
480-2000	ACCOUNTS PAYABLE POOLED	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
480-3000	FUND BALANCE - UNAPPROPRIATED	0.00		
	TOTAL BEGINNING EQUITY	0.00		
	TOTAL REVENUE	38.14		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	38.14		
	(WILL CLOSE TO FUND BAL.)	(1,965.17)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(1,927.03)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(1,927.03)

701-CAPITAL PROJECTS FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
701-1000	CLAIM ON POOLED CASH	60,451.50		
701-1019	CASH - 2023-2024 BOND ISSUE	2,051,968.50		
701-1200	DUE FROM GENERAL FUND	0.00		
701-1601	WATER LINE IMPROVEMENTS	1,188,703.59		
701-1614	CONSTRUCTION IN PROGRESS	424,216.56		
			3,725,340.15	
	TOTAL ASSETS			3,725,340.15
LIABILITIES				
701-2000	ACCOUNTS PAYABLE POOLED	0.00		
701-2008	YEAR-END ACCOUINTS PAYABLE	10,047.50		
701-2009	RETAINAGE PAYABLE	76,927.43		
701-2060	Retirement Payout Reserve	0.00		
701-2120	BONDS PAYABLE-SR2023 WTR IMPR	5,215,000.00		
701-2121	BOND PREMIUM-SR2023 WTR IMPR	297,607.45		
701-2122	BOND INT PAYBLE-SR2023 WTR IMP	21,080.55		
701-2140	Vehicle Financing Notes	0.00		
	TOTAL LIABILITIES		5,620,662.93	
EQUITY				
701-3000	FUND BALANCE-UNAPPROPRATED	(600,008.64)		
	TOTAL BEGINNING EQUITY	(600,008.64)		
	TOTAL REVENUE	174.27		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	174.27		
	(WILL CLOSE TO FUND BAL.)	(1,295,488.41)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(1,895,322.78)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,725,340.15

702-DRAINAGE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
702-1000	CLAIM ON POOLED CASH	(1,777,285.84)		
702-1016	MERCHANT ACCT CASH	0.00		
702-1200	DUE FROM GENERAL FUND	69,387.00		
			(1,707,898.84)	
	TOTAL ASSETS			(1,707,898.84)
LIABILITIES				
702-2000	ACCOUNTS PAYABLE POOLED	0.00		
702-2008	ACCOUNTS PAYABLE - OTHER	(9,145.92)		
702-2009	RETAINAGE PAYABLE	17,209.75		
702-2060	Retirement Payout Reserve	0.00		
702-2140	Vehicle Financing Notes	0.00		
702-2141	RES STORM DISCHA PERMIT-ZONE 7	0.00		
702-2143	RES STORM DISCHA PERMIT-ZONE 1	3,500.00		
702-2144	RES STORM DISCHA PERMIT-ZONE 4	37,384.00		
	TOTAL LIABILITIES		48,947.83	
EQUITY				
702-3000	FUND BALANCE-UNAPPROPRATED	(661,869.76)		
	TOTAL BEGINNING EQUITY	(661,869.76)		
	TOTAL REVENUE	1,501.00		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,501.00		
	(WILL CLOSE TO FUND BAL.)	(1,096,477.91)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(1,756,846.67)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			(1,707,898.84)

800-WASTE WATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
800-1000	CLAIM ON POOLED CASH	(125,986.03)		
800-1030	TEX-POOL	350,040.86		
800-1031	NET PENSION	(67,001.00)		
800-1141	DEFERRED OUTFLOW OF RESOURCES	42,619.32		
800-1142	DEFERRED OUTFLOWS-OPEB	2,460.00		
800-1200	ACCOUNTS RECEIVABLE	88,846.06		
800-1203	PREPAID EXPENSE	14,625.14		
800-1205	ALLOWANCE FOR UNCOLLECTIBLE	(5,980.60)		
800-1213	MIRA VISTA PUD LIVE OAK	805.97		
800-1215	OTHER RECEIVABLES (WATER)	(6,085.26)		
800-1216	MIRA VISTA PUD RECEIVABLE	2,212.69		
800-1217	CENCOR PUD RECEIVABLE	2,292.70		
800-1218	ENDEAVOR PUD RECEIVABLE	12,105.11		
800-1219	RESTITUTION RECEIVABLE	921.33		
800-1290	ACCT REC - PARK	20.00		
800-1299	ACCOUNTS REC - AUDIT ALTERNATE	1,198.00		
800-1611	ACCUM DEPREC - BUILDING	(8,600.00)		
800-1614	CONSTRUCTION IN PROGRESS	0.00		
800-1615	LINE IMPROVEMENTS	194,039.50		
800-1616	WASTEWATER SYSTEM	12,530,561.83		
800-1620	EQUIPMENT	563,598.70		
800-1628	ACCUM DEPREC = MAINT & OFFICE	(3,950,685.97)		
800-1630	ACCUM DEPREC - EQUIPMENT	(127,634.00)		
800-1721	LAND IMPROVEMENTS	43,000.00		
			9,557,374.35	
	TOTAL ASSETS			9,557,374.35
LIABILITIES				
800-2000	ACCOUNTS PAYABLE POOLED	0.00		
800-2008	ACCOUNTS PAYABLE OTHER	30,184.00		
800-2010	HEALTH INSURANCE PAYABLE	3,914.29		
800-2012	AFLAC INSURANCE PAYABLE	0.00		
800-2016	EMPLOYEE 457 CONTRIB PAYABL	0.00		
800-2020	FEDERAL WH PAYABLE	(563.40)		
800-2030	UNEMPLOYMENT TAX PAYABLE	(536.58)		
800-2035	SOC SEC/MEDICARE PAYABLE	1,125.52		
800-2060	RETIREMENT PAYOUT RESERVE	0.00		
800-2070	Televising / Smoke Testing Res	0.00		
800-2080	TMRS RETIREMENT PAYABLE	(6,812.55)		
800-2090	DEPERRED REV- PAVING ASSESS	0.00		
800-2091	DEFERRED REVENUE-PAVING ASSES	0.00		
800-2110	COMPENSATED ABSENCE PAYABLE	11,070.80		
800-2115	WAGES PAYABLE	4,951.00		
800-2122	ACCRUED INTEREST PAYABLE	22,803.84		
800-2124	BONDS PAYABLE-SR2012A	0.00		
800-2125	METERS LOAN PAYABLE	309,961.49		
800-2135	BONDS PAYABLE-2019 REFUNDING	8,500,000.00		

800-WASTE WATER FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
800-2136	BOND PREMIUM-2019 REFUNDING	412,043.53		
800-2140	DEFERRED INFLOWS OF RESOURCES	851.00		
800-2142	RES STORM DISCHA PERMIT-ZONE 8	2,886.00		
800-2145	OPEB LIABILITY	10,645.00		
	TOTAL LIABILITIES		9,302,523.94	
EQUITY				
800-3000	FUND BALANCE-UNAPPROPRATED	772,360.03		
800-3030	AMOUNT TO BE PROVIDED FOR	(105,000.00)		
800-3451	RESERVE FOR COURT SECURITY	(137,476.19)		
800-3600	INVEST IN FA NET RELATED DEBT	136,933.00		
	TOTAL BEGINNING EQUITY	666,816.84		
	TOTAL REVENUE	93,778.30		
	TOTAL EXPENSES	114,159.87		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(20,381.57)		
	(WILL CLOSE TO FUND BAL.)	(391,584.86)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		254,850.41	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			9,557,374.35

2025-2026 CITY OF ROLLINGWOOD
MONTHLY FINANCIAL ANALYSIS

NOTE: YTD ACTUAL AS OF 10/31/2025, 8.33% OF FISCAL YEAR

REVENUE STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR: EST. REVENUE	YTD	PERCENT	PRIOR YEAR: YTD	CURRENT YR COMPARED TO PY YR
CURRENT PROPERTY TAXES	$ 1,766,211	$ 496	0%	$ -	#DIV/0!
TELECOM TAXES	$ 15,000	$ 546	4%	$ 55	988%
4-B SALES TAX	$ 200,000	$ 16,183	8%	$ 17,368	93%
CITY SALES TAX	$ 800,000	$ 64,731	8%	$ 69,473	93%
ELECTRIC UTILITY FRANCHISE FEE	$ 100,000	$ -	0%	$ -	#DIV/0!
BUILDING PERMIT FEES	$ 63,250	$ 12,882	20%	$ 10,352	124%
COURT FINES	$ 59,150	$ 8,206	14%	$ 7,810	105%
WATER SALES	$ 1,253,500	$ 225,213	18%	$ 232,934	97%
STREET SALES TAX	$ 200,000	$ 16,183	8%	$ 17,368	93%
PROPERTY TAX-DEBT SERVICE 2014	$ 500,900	$ 71	0%	$ -	#DIV/0!
PROPERTY TAX-DEBT SERVICE 2019	$ 712,050	$ 252	0%	$ -	#DIV/0!
PROPERTY TAX-DEBT SERVICE 2020	$ 316,610	$ 111	0%	$ -	#DIV/0!
PROPERTY TAX-DEBT SERVICE 2023	$ 230,675	$ 82	0%	$ -	#DIV/0!
PROPERTY TAX-DEBT SERVICE 2024	$ 107,850	$ 38	0%	$ -	#DIV/0!
WASTEWATER REVENUES	$ 903,500	$ 84,033	9%	$ 76,113	110%
PUD SURCHARGE	$ 98,160	$ 8,180	8%	$ 8,180	100%

BUDGET STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR: BUDGET	YTD	PERCENT	PRIOR YEAR: YTD	CURRENT YR COMPARED TO PY YR
GENERAL FUND:					
REVENUE	$ 3,852,195	$ 112,960	3%	$ 116,225	97%
EXPENDITURES	$ 4,302,318	$ 291,707	7%	$ 250,471	251%
WATER FUND:					
REVENUE	$ 1,255,500	$ 225,225	18%	$ 233,864	96%
EXPENDITURES	$ 1,713,000	$ 112,345	7%	$ 25,327	48%
STREET MAINTENANCE FUND:					
REVENUE	$ 200,250	$ 16,219	8%	$ 17,398	93%
EXPENDITURES	$ 451,828	$ -	0%	$ 6,635	0%
COURT SECURITY FUND:					
REVENUE	$ 2,600	$ 319	12%	$ 367	87%
EXPENDITURES	$ 1,625	$ -	0%	$ -	0%
COURT TECHNOLOGY FUND:					
REVENUE	$ 1,600	$ 260	16%	$ 300	87%
EXPENDITURES	$ 5,000	$ 6	0%	$ 143	2%
COURT EFFICIENCY FUND:					
REVENUE	$ 100	$ -	0%	$ -	#DIV/0!
EXPENDITURES	$ 100	$ -	0%	$ -	#DIV/0!
DEBT SERVICE FUND - 2014:					
REVENUE	$ 201,300	$ 71	0%	$ -	#DIV/0!
EXPENDITURES	$ 200,800	$ -	0%	$ -	#DIV/0!
DEBT SERVICE FUND - 2019:					
REVENUE	$ 712,450	$ 252	0%	$ -	#DIV/0!
EXPENDITURES	$ 711,450	$ -	0%	$ -	#DIV/0!
DEBT SERVICE FUND - 2020:					
REVENUE	$ 316,810	$ 111	0%	$ -	#DIV/0!
EXPENDITURES	$ 315,810	$ -	0%	$ -	#DIV/0!
DEBT SERVICE FUND - 2023:					
REVENUE	$ 231,075	$ 82	0%	$ -	
EXPENDITURES	$ 233,575	$ -	0%	$ -	
DEBT SERVICE FUND - 2024:					
REVENUE	$ 108,250	$ 38	0%	$ -	
EXPENDITURES	$ 108,050	$ 3	0%	$ -	
CAPITAL PROJECTS FUND:					
REVENUE	$ 1,000	$ 174	17%	$ 370	47%
EXPENDITURES	$ 2,124,325	$ -	0%	$ -	0%
DRAINAGE FUND:					
REVENUE	$ 40,900	$ 1,501	4%	$ 1,510	99%
EXPENDITURES	$ 1,021,500	$ -	0%	$ -	0%
WASTE WATER FUND:					
REVENUE	$ 1,026,054	$ 93,778	9%	$ 86,879	108%
EXPENDITURES	$ 1,296,738	$ 114,160	9%	$ 29,863	131%

CITY OF ROLLINGWOOD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2025

100-GENERAL FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
ADMINISTRATION	3,167,136.00	89,386.90	89,386.90	2.82	3,077,749.10
DEVELOPMENT SERVICES	63,250.00	12,882.00	12,882.00	20.37	50,368.00
SANITATION	250.00	57.64	57.64	23.06	192.36
UTILITY BILLING	134,500.00	0.00	0.00	0.00	134,500.00
STREETS	382,959.00	0.00	0.00	0.00	382,959.00
POLICE	2,250.00	60.00	60.00	2.67	2,190.00
COURT	61,650.00	8,603.64	8,603.64	13.96	53,046.36
PARK DEPARTMENT	40,200.00	1,970.00	1,970.00	4.90	38,230.00
PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,852,195.00	112,960.18	112,960.18	2.93	3,739,234.82
EXPENDITURE SUMMARY					
ADMINISTRATION	678,353.71	44,131.02	44,131.02	6.51	634,222.69
DEVELOPMENT SERVICES	266,728.00	10,126.04	10,126.04	3.80	256,601.96
SANITATION	181,750.00	13,739.32	13,739.32	7.56	168,010.68
UTILITY BILLING	139,212.00	9,450.25	9,450.25	6.79	129,761.75
STREETS	656,731.00	9,360.50	9,360.50	1.43	647,370.50
POLICE	2,087,143.00	183,836.12	183,836.12	8.81	1,903,306.88
COURT	108,393.00	8,707.36	8,707.36	8.03	99,685.64
PARK DEPARTMENT	141,257.00	12,356.74	12,356.74	8.75	128,900.26
PUBLIC WORKS	42,750.00	0.00	0.00	0.00	42,750.00
TOTAL EXPENDITURES	4,302,317.71	291,707.35	291,707.35	6.78	4,010,610.36
REVENUES OVER/(UNDER) EXPENDITURES	(450,122.71)	(178,747.17)	(178,747.17)		(271,375.54)

100-GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
TAXES					
100-4-10-4000 CURRENT PROPERTY TAXES	1,766,211.00	496.34	496.34	0.03	1,765,714.66
100-4-10-4020 PENALTY & INTEREST ON TAXES	5,000.00	94.90	94.90	1.90	4,905.10
100-4-10-4030 GROSS RECEIPTS TAX (GAS)	25,000.00	0.00	0.00	0.00	25,000.00
100-4-10-4035 TELECOMMUNICATIONS TAX	15,000.00	545.90	545.90	3.64	14,454.10
100-4-10-4036 MIXED BEVERAGE TAX	6,000.00	542.52	542.52	9.04	5,457.48
100-4-10-4037 4-B SALES TAX	200,000.00	16,182.84	16,182.84	8.09	183,817.16
100-4-10-4040 CITY SALES TAX	800,000.00	64,731.38	64,731.38	8.09	735,268.62
100-4-10-4050 FRANCHISE TAX (CABLE TV)	2,500.00	166.28	166.28	6.65	2,333.72
100-4-10-4051 ELECT UTIL FRANCHISE FEE	100,000.00	0.00	0.00	0.00	100,000.00
TOTAL TAXES	2,919,711.00	82,760.16	82,760.16	2.83	2,836,950.84
CHARGE FOR SERVICES					
100-4-10-4209 RCDC ADMINISTRATION FEES	72,000.00	0.00	0.00	0.00	72,000.00
100-4-10-4236 WATER FUND ADMIN FEE	62,775.00	0.00	0.00	0.00	62,775.00
100-4-10-4237 WASTEWATER FD ADMIN FEE	45,000.00	0.00	0.00	0.00	45,000.00
TOTAL CHARGE FOR SERVICES	179,775.00	0.00	0.00	0.00	179,775.00
LICENSE & PERMITS					
100-4-10-4316 SOLICITAION PERMIT FEES	100.00	0.00	0.00	0.00	100.00
TOTAL LICENSE & PERMITS	100.00	0.00	0.00	0.00	100.00
INVESTMENT INCOME					
100-4-10-4400 INTEREST INCOME	10,000.00	0.00	0.00	0.00	10,000.00
100-4-10-4401 INTEREST INCOME - CHECKING	1,500.00	308.18	308.18	20.55	1,191.82
100-4-10-4405 INTEREST INCOME - TAX NOTES	500.00	18.56	18.56	3.71	481.44
TOTAL INVESTMENT INCOME	12,000.00	326.74	326.74	2.72	11,673.26
MISCELLANEOUS REVENUE					
100-4-10-4540 MISCELLANEOUS RECEIPTS	50.00	6,300.00	6,300.00	2,600.00	(6,250.00)
100-4-10-4565 GRANT REVENUES	0.00	0.00	0.00	0.00	0.00
100-4-10-4566 OPIOD SETTLEMENT DISTRIBUTION	500.00	0.00	0.00	0.00	500.00
100-4-10-4578 PROCEEDS FROM CAPITAL LEASE	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	550.00	6,300.00	6,300.00	1,145.45	(5,750.00)
OTHER REVENUE					
100-4-10-4700 UNEXPENDED BALANCE TRANSFER	0.00	0.00	0.00	0.00	0.00
100-4-10-4738 ACL REVENUES	55,000.00	0.00	0.00	0.00	55,000.00
TOTAL OTHER REVENUE	55,000.00	0.00	0.00	0.00	55,000.00
TOTAL ADMINISTRATION	3,167,136.00	89,386.90	89,386.90	2.82	3,077,749.10

100-GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
DEVELOPMENT SERVICES					
CHARGE FOR SERVICES					
100-4-15-4210 BOARD OF ADJUSTMENT FEES	0.00	0.00	0.00	0.00	0.00
TOTAL CHARGE FOR SERVICES	0.00	0.00	0.00	0.00	0.00
LICENSE & PERMITS					
100-4-15-4301 TREE REMOVAL AND REPLACEMENT	2,500.00	955.00	955.00	38.20	1,545.00
100-4-15-4302 INSPECTIONS	30,000.00	6,900.00	6,900.00	23.00	23,100.00
100-4-15-4303 BUILDING FEES	25,000.00	2,882.00	2,882.00	11.53	22,118.00
100-4-15-4304 ZONING CHANGE	0.00	0.00	0.00	0.00	0.00
100-4-15-4305 SIGN FEES	250.00	75.00	75.00	30.00	175.00
100-4-15-4306 EMERGENCY & UTILITIES PERMITS	0.00	0.00	0.00	0.00	0.00
100-4-15-4307 APPLICATION FILING FEE	500.00	120.00	120.00	24.00	380.00
100-4-15-4308 PUBLISH / NOTICE FEE	1,000.00	0.00	0.00	0.00	1,000.00
100-4-15-4309 CONSTRUCTION ROW PERMIT	0.00	0.00	0.00	0.00	0.00
100-4-15-4310 PLAT FEES	0.00	0.00	0.00	0.00	0.00
100-4-15-4311 VARIANCE FEES	0.00	0.00	0.00	0.00	0.00
100-4-15-4312 CERTIFICATE OF OCCUPANCY	1,500.00	450.00	450.00	30.00	1,050.00
100-4-15-4313 ELEVATION AND HEIGHT ELEVATION	2,500.00	1,500.00	1,500.00	60.00	1,000.00
TOTAL LICENSE & PERMITS	63,250.00	12,882.00	12,882.00	20.37	50,368.00
MISCELLANEOUS REVENUE					
100-4-15-4526 CREDIT-DEBIT CARD FEES	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL DEVELOPMENT SERVICES	63,250.00	12,882.00	12,882.00	20.37	50,368.00
SANITATION					
UTILITY REVENUE					
100-4-20-4620 ADDITIONAL RECYCLING CHARGE	250.00	57.64	57.64	23.06	192.36
TOTAL UTILITY REVENUE	250.00	57.64	57.64	23.06	192.36
TOTAL SANITATION	250.00	57.64	57.64	23.06	192.36
UTILITY BILLING					
MISCELLANEOUS REVENUE					
100-4-25-4579 WATER REVENUE-TRANSFER IN	67,250.00	0.00	0.00	0.00	67,250.00
100-4-25-4580 WASTEWATER REV-TRANSFER IN	67,250.00	0.00	0.00	0.00	67,250.00
TOTAL MISCELLANEOUS REVENUE	134,500.00	0.00	0.00	0.00	134,500.00
TOTAL UTILITY BILLING	134,500.00	0.00	0.00	0.00	134,500.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
STREETS					
OTHER REVENUE					
100-4-30-4721 TRANSFER FROM STREET MAINT	382,959.00	0.00	0.00	0.00	382,959.00
100-4-30-4722 UUNEXPENDED BALANCE TRANSFER	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	382,959.00	0.00	0.00	0.00	382,959.00
TOTAL STREETS	382,959.00	0.00	0.00	0.00	382,959.00
POLICE					
MISCELLANEOUS REVENUE					
100-4-40-4542 POLICE MISCELLANEOUS REVENUE	250.00	60.00	60.00	24.00	190.00
100-4-40-4558 VEHICLE OPERATIONS	500.00	0.00	0.00	0.00	500.00
100-4-40-4567 LEOSE FUNDS	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL MISCELLANEOUS REVENUE	2,250.00	60.00	60.00	2.67	2,190.00
TOTAL POLICE	2,250.00	60.00	60.00	2.67	2,190.00
COURT					
COURT REVENUE					
100-4-50-4100 COURT FINES	50,000.00	6,936.20	6,936.20	13.87	43,063.80
100-4-50-4101 COLLECTION AGENCY FEES	1,000.00	123.60	123.60	12.36	876.40
100-4-50-4105 MUNI COURT BLDG SECURITY	0.00	0.00	0.00	0.00	0.00
100-4-50-4110 ADMINISTRATIVE COURT FEES	4,000.00	646.72	646.72	16.17	3,353.28
100-4-50-4127 DRIVER SAFETY COURSE ADM FEE	100.00	0.00	0.00	0.00	100.00
100-4-50-4128 TRUANCY PREVENTION FUND	2,500.00	325.48	325.48	13.02	2,174.52
100-4-50-4155 CHILD SAFETY REVENUE	1,500.00	167.36	167.36	11.16	1,332.64
100-4-50-4190 TRUANCY PREVENTION & DIVERSI	0.00	0.00	0.00	0.00	0.00
100-4-50-4191 MUNICIPAL COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00
100-4-50-4192 MUNICIPAL JURY FUND	50.00	6.48	6.48	12.96	43.52
TOTAL COURT REVENUE	59,150.00	8,205.84	8,205.84	13.87	50,944.16
MISCELLANEOUS REVENUE					
100-4-50-4526 CREDIT-DEBIT CARD FEES	2,500.00	397.80	397.80	15.91	2,102.20
100-4-50-4540 MISCELLANEOUS RECEIPTS	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	2,500.00	397.80	397.80	15.91	2,102.20
TOTAL COURT	61,650.00	8,603.64	8,603.64	13.96	53,046.36

100-GENERAL FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PARK DEPARTMENT					
LICENSE & PERMITS					
100-4-55-4319 COMMERCIAL PARK PERMITS	5,000.00	1,075.00	1,075.00	21.50	3,925.00
100-4-55-4320 FIELD LEASE	35,000.00	0.00	0.00	0.00	35,000.00
TOTAL LICENSE & PERMITS	40,000.00	1,075.00	1,075.00	2.69	38,925.00
INVESTMENT INCOME					
100-4-55-4400 INTEREST INCOME - LEASES	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE					
100-4-55-4523 DONATIONS-COMM EDUC GARGEN	100.00	0.00	0.00	0.00	100.00
100-4-55-4555 DONATIONS - PARK	100.00	0.00	0.00	0.00	100.00
100-4-55-4556 DONATIONS-FRIENDS OF THE PARK	0.00	895.00	895.00	0.00	(895.00)
TOTAL MISCELLANEOUS REVENUE	200.00	895.00	895.00	447.50	(695.00)
TOTAL PARK DEPARTMENT	40,200.00	1,970.00	1,970.00	4.90	38,230.00
PUBLIC WORKS					
MISCELLANEOUS REVENUE					
100-4-65-4565 GRANT REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE					
100-4-65-4700 UNEXPENDED BALANCE TRANSFER	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,852,195.00	112,960.18	112,960.18	2.93	3,739,234.82

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION					
PERSONNEL					
100-5-10-5000 SALARY	109,293.00	9,061.60	9,061.60	8.29	100,231.40
100-5-10-5002 HOLIDAY COMPENSATION	7,500.00	0.00	0.00	0.00	7,500.00
100-5-10-5006 OVERTIME/PLANNED OVERTIME	0.00	0.00	0.00	0.00	0.00
100-5-10-5007 STIPENDS/CERTIFICATIONS	4,500.00	149.72	149.72	3.33	4,350.28
100-5-10-5009 RETIREMENT PAYOUT RESERVE	15,000.00	0.00	0.00	0.00	15,000.00
100-5-10-5010 TRAINING / TEAM BUILDING	10,000.00	0.00	0.00	0.00	10,000.00
100-5-10-5020 HEALTH INSURANCE	11,520.16	953.32	953.32	8.28	10,566.84
100-5-10-5030 WORKERS COMP INSURANCE	2,215.55	2,214.55	2,214.55	99.95	1.00
100-5-10-5035 SOCIAL SECURITY/MEDICARE	9,279.00	704.67	704.67	7.59	8,574.33
100-5-10-5040 UNEMPLOYMENT COMP INSUR	141.00	2.26	2.26	1.60	138.74
100-5-10-5050 TX MUNICIPAL RETIREMENT SYS	17,224.00	1,273.88	1,273.88	7.40	15,950.12
100-5-10-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	186,672.71	14,360.00	14,360.00	7.69	172,312.71
SUPPLIES & OPERATION EXP					
100-5-10-5101 FAX / COPIER	3,000.00	221.27	221.27	7.38	2,778.73
100-5-10-5103 PRINTING & REPRODUCTION	1,750.00	0.00	0.00	0.00	1,750.00
100-5-10-5110 POSTAGE	1,500.00	123.23	123.23	8.22	1,376.77
100-5-10-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-10-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-10-5120 SUBSCRIPTIONS & MEMBERSHIPS	4,000.00	0.00	0.00	0.00	4,000.00
100-5-10-5125 TRAVEL	4,000.00	0.00	0.00	0.00	4,000.00
100-5-10-5140 TELEPHONE	6,500.00	131.14	131.14	2.02	6,368.86
100-5-10-5157 RECORDS MANAGEMENT	10,000.00	0.00	0.00	0.00	10,000.00
100-5-10-5158 OFFICE SUPPLIES	5,000.00	233.62	233.62	4.67	4,766.38
100-5-10-5198 MAINT & SUPPLIES - JANITORIAL	6,000.00	420.00	420.00	7.00	5,580.00
TOTAL SUPPLIES & OPERATION EXP	41,750.00	1,129.26	1,129.26	2.70	40,620.74
CONTRACTUAL SERVICES					
100-5-10-5201 COLLECTION AGENCY FEES	0.00	0.00	0.00	0.00	0.00
100-5-10-5204 LEGAL SERVICES - MOPAC	0.00	0.00	0.00	0.00	0.00
100-5-10-5207 LEGAL SERVICES - CODE REVIEW	0.00	0.00	0.00	0.00	0.00
100-5-10-5210 LEGAL SERVICES	70,000.00	0.00	0.00	0.00	70,000.00
100-5-10-5211 LEGAL SERVICES - TPIA	3,500.00	0.00	0.00	0.00	3,500.00
100-5-10-5214 EMERGENCY NOTIFICATION SYS	1,600.00	0.00	0.00	0.00	1,600.00
100-5-10-5217 PAYROLL SERVICES	9,000.00	0.00	0.00	0.00	9,000.00
100-5-10-5226 DRUG TESTING	500.00	0.00	0.00	0.00	500.00
100-5-10-5227 BILINGUAL ASSESSMENT	200.00	0.00	0.00	0.00	200.00
100-5-10-5230 AUDIT	23,000.00	0.00	0.00	0.00	23,000.00
100-5-10-5231 HEALTH FEE / TRAVIS COUNTY	1,500.00	0.00	0.00	0.00	1,500.00
100-5-10-5236 COMMUNICATIONS & OUTREACH	2,500.00	0.00	0.00	0.00	2,500.00
100-5-10-5237 TAX ASSESSMENT / COLLECTION	2,500.00	0.00	0.00	0.00	2,500.00
100-5-10-5240 INSURANCE - PROP & GEN LIAB	16,647.00	17,044.37	17,044.37	102.39	(397.37)
100-5-10-5250 INSURANCE - OFFICIAL LIABILITY	4,284.00	4,284.00	4,284.00	100.00	0.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-10-5258 ACL EVENT	0.00	0.00	0.00	0.00	0.00
100-5-10-5260 APPRAISAL DISTRICT - T/C	17,200.00	0.00	0.00	0.00	17,200.00
100-5-10-5270 ENGINEERING SERVICES	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL CONTRACTUAL SERVICES	172,431.00	21,328.37	21,328.37	12.37	151,102.63
MISCELLANEOUS OTHER EXP					
100-5-10-5300 COMPUTER SOFTWARE & SUPP	40,000.00	1,652.98	1,652.98	4.13	38,347.02
100-5-10-5301 PUBLIC MEETINGS TECHNOLOGY	11,000.00	0.00	0.00	0.00	11,000.00
100-5-10-5302 WEBSITE AND DIGITAL CODIFICATI	12,000.00	4,846.06	4,846.06	40.38	7,153.94
100-5-10-5303 PUBLIC INFORMATION REQUESTS	0.00	0.00	0.00	0.00	0.00
100-5-10-5309 INCODE SOFTWARE	0.00	0.00	0.00	0.00	0.00
100-5-10-5311 IT SERVICES TPIA	1,500.00	0.00	0.00	0.00	1,500.00
100-5-10-5325 ELECTION SERVICES	2,000.00	814.35	814.35	40.72	1,185.65
100-5-10-5330 ELECTION PUBLIC NOTICES	4,000.00	0.00	0.00	0.00	4,000.00
100-5-10-5331 ADVERTISING	3,500.00	0.00	0.00	0.00	3,500.00
100-5-10-5332 COMPREHENSIVE LR PLAN	0.00	0.00	0.00	0.00	0.00
100-5-10-5340 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
100-5-10-5341 ZILKER CLUBHOUSE	1,500.00	0.00	0.00	0.00	1,500.00
100-5-10-5342 OAK WILT TREATMENT & PREVENTIO	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	75,500.00	7,313.39	7,313.39	9.69	68,186.61
CAPITAL OUTLAY					
100-5-10-5400 TRANSFER TO DRAINAGE FUND	0.00	0.00	0.00	0.00	0.00
100-5-10-5401 TRANSFER TO RCDC	0.00	0.00	0.00	0.00	0.00
100-5-10-5413 FURNITURE	1,000.00	0.00	0.00	0.00	1,000.00
100-5-10-5414 COMPUTERS	1,000.00	0.00	0.00	0.00	1,000.00
100-5-10-5461 TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00	0.00
100-5-10-5462 TRANSFER TO STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00
100-5-10-5464 TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
100-5-10-5465 TRANSFER TO 2023 BOND FUND	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	2,000.00	0.00	0.00	0.00	2,000.00
OTHER NON-DEPARTMENTAL					
100-5-10-5525 4B SALES TAX ALLOCATION	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL OTHER NON-DEPARTMENTAL	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL ADMINISTRATION	678,353.71	44,131.02	44,131.02	6.51	634,222.69
DEVELOPMENT SERVICES					
PERSONNEL					
100-5-15-5000 SALARY	89,310.00	6,204.73	6,204.73	6.95	83,105.27
100-5-15-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
100-5-15-5007 STIPENDS/CERTIFICATIONS	1,000.00	69.02	69.02	6.90	930.98
100-5-15-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-15-5010 TRAINING	1,000.00	0.00	0.00	0.00	1,000.00
100-5-15-5020 HEALTH INSURANCE	13,200.00	960.30	960.30	7.28	12,239.70
100-5-15-5030 WORKERS COMP INSURANCE	712.00	711.82	711.82	99.97	0.18

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-15-5035 SOCIAL SECURITY/MEDICARE	6,909.00	479.94	479.94	6.95	6,429.06
100-5-15-5040 UNEMPLOYMENT COMP INSUR	123.00	1.80	1.80	1.46	121.20
100-5-15-5050 TX MUNICIPAL RETIREMENT SYS	12,824.00	766.04	766.04	5.97	12,057.96
100-5-15-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	125,078.00	9,193.65	9,193.65	7.35	115,884.35
SUPPLIES & OPERATION EXP					
100-5-15-5101 FAX / COPIER	100.00	0.00	0.00	0.00	100.00
100-5-15-5103 PRINTING & REPRODUCTION	2,400.00	0.00	0.00	0.00	2,400.00
100-5-15-5110 POSTAGE	500.00	0.00	0.00	0.00	500.00
100-5-15-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-15-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-15-5120 SUBSCRIPTIONS & MEMBERSHIPS	500.00	0.00	0.00	0.00	500.00
100-5-15-5125 TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00
100-5-15-5140 TELEPHONE	1,100.00	26.23	26.23	2.38	1,073.77
100-5-15-5153 CREDIT CARD SERVICES	5,500.00	617.91	617.91	11.23	4,882.09
100-5-15-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-15-5158 OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00
100-5-15-5161 TREE SERVICES	0.00	0.00	0.00	0.00	0.00
100-5-15-5180 SIGNS AND BARRICADES	200.00	0.00	0.00	0.00	200.00
100-5-15-5198 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES & OPERATION EXP	11,500.00	644.14	644.14	5.60	10,855.86
CONTRACTUAL SERVICES					
100-5-15-5200 BUILDING INSPECTION SERVICE	35,000.00	0.00	0.00	0.00	35,000.00
100-5-15-5201 TECH AND GIS SERVICES	0.00	0.00	0.00	0.00	0.00
100-5-15-5202 PUBLISH / NOTICE SERVICES	0.00	0.00	0.00	0.00	0.00
100-5-15-5210 LEGAL SERVICES	8,000.00	0.00	0.00	0.00	8,000.00
100-5-15-5251 BUILDING PLAN REVIEWS	10,000.00	0.00	0.00	0.00	10,000.00
100-5-15-5252 ZONING REVIEWS	10,000.00	0.00	0.00	0.00	10,000.00
100-5-15-5253 ARBORIST CONSULTATION	1,000.00	0.00	0.00	0.00	1,000.00
100-5-15-5254 ROW PERMIT REVIEW	5,000.00	0.00	0.00	0.00	5,000.00
100-5-15-5257 MY PERMIT NOW	1,500.00	0.00	0.00	0.00	1,500.00
100-5-15-5270 ENGINEERING SERVICES	20,000.00	0.00	0.00	0.00	20,000.00
100-5-15-5271 INTERIM DEVELOPMENT SERVICES	0.00	0.00	0.00	0.00	0.00
100-5-15-5272 PROFESSIONAL CONSULTATION	20,000.00	0.00	0.00	0.00	20,000.00
100-5-15-5273 ELEVATION AND HEIGHT VERIFICAT	10,000.00	0.00	0.00	0.00	10,000.00
100-5-15-5274 SURVEY BENCHMARK NETWORK M&O	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL CONTRACTUAL SERVICES	125,500.00	0.00	0.00	0.00	125,500.00
MISCELLANEOUS OTHER EXP					
100-5-15-5300 COMPUTER SOFTWARE & SUPPORT	3,650.00	288.25	288.25	7.90	3,361.75
100-5-15-5331 ADVERTISING	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANEOUS OTHER EXP	4,650.00	288.25	288.25	6.20	4,361.75
TOTAL DEVELOPMENT SERVICES	266,728.00	10,126.04	10,126.04	3.80	256,601.96

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SANITATION					
CONTRACTUAL SERVICES					
100-5-20-5270 ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00
100-5-20-5286 SPRING CLEAN-UP	1,000.00	0.00	0.00	0.00	1,000.00
100-5-20-5287 STORM DEBRIS AND CLEAN-UP	7,500.00	0.00	0.00	0.00	7,500.00
100-5-20-5288 LANDSCAPE REMEDIATION	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL CONTRACTUAL SERVICES	18,500.00	0.00	0.00	0.00	18,500.00
MISCELLANEOUS OTHER EXP					
100-5-20-5370 WASTE & DISPOSAL SERVICE	163,250.00	13,739.32	13,739.32	8.42	149,510.68
TOTAL MISCELLANEOUS OTHER EXP	163,250.00	13,739.32	13,739.32	8.42	149,510.68
TOTAL SANITATION	181,750.00	13,739.32	13,739.32	7.56	168,010.68
UTILITY BILLING					
PERSONNEL					
100-5-25-5000 SALARY	80,228.00	5,984.01	5,984.01	7.46	74,243.99
100-5-25-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
100-5-25-5007 STIPENDS/CERTIFICATIONS	800.00	29.96	29.96	3.75	770.04
100-5-25-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-25-5010 TRAINING	1,500.00	0.00	0.00	0.00	1,500.00
100-5-25-5020 HEALTH INSURANCE	12,600.00	1,010.84	1,010.84	8.02	11,589.16
100-5-25-5030 WORKERS COMP INSURANCE	712.00	711.82	711.82	99.97	0.18
100-5-25-5035 SOCIAL SECURITY/MEDICARE	6,199.00	460.07	460.07	7.42	5,738.93
100-5-25-5040 UNEMPLOYMENT COMP INSUR	117.00	1.89	1.89	1.62	115.11
100-5-25-5050 TX MUNICIPAL RETIREMENT SYS	11,506.00	722.11	722.11	6.28	10,783.89
100-5-25-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	113,662.00	8,920.70	8,920.70	7.85	104,741.30
SUPPLIES & OPERATION EXP					
100-5-25-5101 FAX / COPIER	100.00	0.00	0.00	0.00	100.00
100-5-25-5103 PRINTING & REPRODUCTION	2,500.00	0.00	0.00	0.00	2,500.00
100-5-25-5110 POSTAGE	5,000.00	123.33	123.33	2.47	4,876.67
100-5-25-5120 SUBSCRIPTIONS & MEMBERSHIPS	250.00	0.00	0.00	0.00	250.00
100-5-25-5125 TRAVEL	500.00	0.00	0.00	0.00	500.00
100-5-25-5140 TELEPHONE	1,200.00	26.23	26.23	2.19	1,173.77
100-5-25-5158 OFFICE SUPPLIES	1,750.00	0.00	0.00	0.00	1,750.00
TOTAL SUPPLIES & OPERATION EXP	11,300.00	149.56	149.56	1.32	11,150.44
CONTRACTUAL SERVICES					
100-5-25-5202 T TECH FEES	0.00	0.00	0.00	0.00	0.00
100-5-25-5210 LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MISCELLANEOUS OTHER EXP					
100-5-25-5300 COMPUTER SOFTWARE/SUPPORT	14,250.00	379.99	379.99	2.67	13,870.01
100-5-25-5331 ADVERTISING	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	14,250.00	379.99	379.99	2.67	13,870.01
TOTAL UTILITY BILLING	139,212.00	9,450.25	9,450.25	6.79	129,761.75
STREETS					
PERSONNEL					
100-5-30-5000 SALARY	65,966.00	6,009.88	6,009.88	9.11	59,956.12
100-5-30-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
100-5-30-5006 OVERTIME/PLANNED OVERTIME	1,000.00	0.00	0.00	0.00	1,000.00
100-5-30-5007 STIPENDS/CERTIFICATIONS	3,800.00	59.45	59.45	1.56	3,740.55
100-5-30-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-30-5010 TRAINING	1,900.00	0.00	0.00	0.00	1,900.00
100-5-30-5020 HEALTH INSURANCE	6,360.00	526.46	526.46	8.28	5,833.54
100-5-30-5030 WORKERS COMP INSURANCE	1,028.00	1,028.18	1,028.18	100.02	(0.18)
100-5-30-5035 SOCIAL SECURITY/MEDICARE	5,414.00	464.30	464.30	8.58	4,949.70
100-5-30-5040 UNEMPLOYMENT COMP INSUR	82.00	1.32	1.32	1.61	80.68
100-5-30-5050 TX MUNICIPAL RETIREMENT SYS	10,049.00	642.61	642.61	6.39	9,406.39
100-5-30-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	95,599.00	8,732.20	8,732.20	9.13	86,866.80
SUPPLIES & OPERATION EXP					
100-5-30-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
100-5-30-5103 PRINTING & REPRODUCTION	0.00	0.00	0.00	0.00	0.00
100-5-30-5110 POSTAGE	0.00	0.00	0.00	0.00	0.00
100-5-30-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-30-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-30-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
100-5-30-5125 TRAVEL	1,000.00	0.00	0.00	0.00	1,000.00
100-5-30-5130 UTILITIES	2,400.00	192.36	192.36	8.02	2,207.64
100-5-30-5140 TELEPHONE	400.00	5.23	5.23	1.31	394.77
100-5-30-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-30-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-30-5158 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
100-5-30-5161 TREE TRIMMING SERVICE	25,000.00	0.00	0.00	0.00	25,000.00
100-5-30-5162 STREET SWEEPING	7,000.00	0.00	0.00	0.00	7,000.00
100-5-30-5164 EQUIPMENT MAINTENANCE & REPAIR	3,000.00	0.00	0.00	0.00	3,000.00
100-5-30-5171 EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00
100-5-30-5172 SAFETY EQUIPMENT	400.00	0.00	0.00	0.00	400.00
100-5-30-5180 SIGNS & BARRICADES	2,000.00	104.19	104.19	5.21	1,895.81
100-5-30-5181 EQUIPMENT RENTAL	4,000.00	0.00	0.00	0.00	4,000.00
100-5-30-5190 MATERIALS	2,500.00	0.00	0.00	0.00	2,500.00
100-5-30-5195 VEHICLE OPERATIONS	2,000.00	0.00	0.00	0.00	2,000.00
100-5-30-5196 VEHICLE MAINT & REPAIRS	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL SUPPLIES & OPERATION EXP	51,700.00	301.78	301.78	0.58	51,398.22

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CONTRACTUAL SERVICES					
100-5-30-5255 VEHICLE INSURANCE	287.00	326.52	326.52	113.77	(39.52)
100-5-30-5270 ENGINEERING	3,000.00	0.00	0.00	0.00	3,000.00
100-5-30-5276 PAYING AGENT FEES	200.00	0.00	0.00	0.00	200.00
TOTAL CONTRACTUAL SERVICES	3,487.00	326.52	326.52	9.36	3,160.48
MISCELLANEOUS OTHER EXP					
100-5-30-5350 TOOLS	3,000.00	0.00	0.00	0.00	3,000.00
100-5-30-5355 STREET MAINT & REPAIRS	500,000.00	0.00	0.00	0.00	500,000.00
TOTAL MISCELLANEOUS OTHER EXP	503,000.00	0.00	0.00	0.00	503,000.00
CAPITAL OUTLAY					
100-5-30-5414 COMPUTERS	500.00	0.00	0.00	0.00	500.00
100-5-30-5490 PUBLIC WORKS LOAN PAYABLE	0.00	0.00	0.00	0.00	0.00
100-5-30-5494 VEH FIN NOTE - DEBT SERVICE	2,445.00	0.00	0.00	0.00	2,445.00
100-5-30-5495 NEW VEHICLE & OUTFITTING	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	2,945.00	0.00	0.00	0.00	2,945.00
TOTAL STREETS	656,731.00	9,360.50	9,360.50	1.43	647,370.50
POLICE					
PERSONNEL					
100-5-40-5000 SALARY	909,912.00	55,221.86	55,221.86	6.07	854,690.14
100-5-40-5002 HOLIDAY COMPENSATION	36,750.00	2,232.20	2,232.20	6.07	34,517.80
100-5-40-5006 OVERTIME	20,000.00	1,787.48	1,787.48	8.94	18,212.52
100-5-40-5007 STIPEND	22,000.00	1,783.65	1,783.65	8.11	20,216.35
100-5-40-5009 RETIREMENT PAYOUT RESERVE	15,000.00	0.00	0.00	0.00	15,000.00
100-5-40-5010 TRAINING/ ACADEMY SPONSORSHIPS	25,000.00	945.00	945.00	3.78	24,055.00
100-5-40-5011 RESERVE OFFICER PAY	2,500.00	0.00	0.00	0.00	2,500.00
100-5-40-5012 LEOSE TRAINING	1,000.00	0.00	0.00	0.00	1,000.00
100-5-40-5020 HEALTH INSURANCE	126,602.00	8,859.40	8,859.40	7.00	117,742.60
100-5-40-5030 WORKERS COMP INSURANCE	17,005.00	17,004.55	17,004.55	100.00	0.45
100-5-40-5035 SOCIAL SECURITY/MEDICARE	75,633.00	4,916.05	4,916.05	6.50	70,716.95
100-5-40-5040 UNEMPLOYMENT COMP INSUR	1,205.00	19.61	19.61	1.63	1,185.39
100-5-40-5050 TX MUNICIPAL RETIREMENT SYS	140,390.00	11,132.81	11,132.81	7.93	129,257.19
100-5-40-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
100-5-40-5070 POLICE PROFESSIONAL LIABILITY	8,443.00	8,443.00	8,443.00	100.00	0.00
TOTAL PERSONNEL	1,401,440.00	112,345.61	112,345.61	8.02	1,289,094.39
SUPPLIES & OPERATION EXP					
100-5-40-5101 FAX / COPIER	750.00	48.11	48.11	6.41	701.89
100-5-40-5103 PRINTING & REPRODUCTION	2,500.00	0.00	0.00	0.00	2,500.00
100-5-40-5105 TICKET WRITERS	0.00	0.00	0.00	0.00	0.00
100-5-40-5106 CITATION MATERIAL	2,500.00	0.00	0.00	0.00	2,500.00
100-5-40-5107 POLICE QUALIFICATIONS	3,000.00	0.00	0.00	0.00	3,000.00
100-5-40-5108 PROPERTY & EVIDENCE	500.00	0.00	0.00	0.00	500.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-40-5109 BICYCLE MAINTENANCE	250.00	0.00	0.00	0.00	250.00
100-5-40-5110 POSTAGE	1,000.00	123.14	123.14	12.31	876.86
100-5-40-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-40-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-40-5120 SUBSCRIPTIONS & MEMBERSHIPS	1,000.00	0.00	0.00	0.00	1,000.00
100-5-40-5125 TRAVEL	0.00	0.00	0.00	0.00	0.00
100-5-40-5130 LEOSE FUNDS	0.00	0.00	0.00	0.00	0.00
100-5-40-5140 TELEPHONE	10,500.00	262.67	262.67	2.50	10,237.33
100-5-40-5143 POLICE CAR & ACCESSORIES	4,000.00	0.00	0.00	0.00	4,000.00
100-5-40-5144 POLICE SUPPLIES	6,000.00	0.00	0.00	0.00	6,000.00
100-5-40-5145 UNIFORMS & ACCESSORIES	10,000.00	640.62	640.62	6.41	9,359.38
100-5-40-5157 RECORDS MANAGEMENT	7,500.00	0.00	0.00	0.00	7,500.00
100-5-40-5158 OFFICE SUPPLIES	1,500.00	0.00	0.00	0.00	1,500.00
100-5-40-5159 CITY EVENT SUPPLIES	4,000.00	0.00	0.00	0.00	4,000.00
100-5-40-5185 COMMUNICATION EQUIP MAINT	1,000.00	0.00	0.00	0.00	1,000.00
100-5-40-5186 RADAR CERTIFICATION	250.00	0.00	0.00	0.00	250.00
100-5-40-5195 VEHICLE OPERATION	15,000.00	0.00	0.00	0.00	15,000.00
100-5-40-5196 VEHICLE MAINT & REPAIRS	7,000.00	0.00	0.00	0.00	7,000.00
TOTAL SUPPLIES & OPERATION EXP	78,250.00	1,074.54	1,074.54	1.37	77,175.46
CONTRACTUAL SERVICES					
100-5-40-5211 RADIO SERVICES	6,500.00	0.00	0.00	0.00	6,500.00
100-5-40-5216 DISPATCH SERVICES	45,595.00	0.00	0.00	0.00	45,595.00
100-5-40-5226 DRUG TESTING	1,000.00	0.00	0.00	0.00	1,000.00
100-5-40-5238 APPLICANT TESTING	1,250.00	0.00	0.00	0.00	1,250.00
100-5-40-5239 LABORATORY SERVICES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-40-5255 VEHICLE INSURANCE	6,065.00	6,913.00	6,913.00	113.98	(848.00)
100-5-40-5258 ACL EVENT	55,000.00	40,104.35	40,104.35	72.92	14,895.65
TOTAL CONTRACTUAL SERVICES	116,410.00	47,017.35	47,017.35	40.39	69,392.65
MISCELLANEOUS OTHER EXP					
100-5-40-5300 COMPUTER SOFTWARE & SUPPORT	80,500.00	3,044.86	3,044.86	3.78	77,455.14
100-5-40-5340 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	80,500.00	3,044.86	3,044.86	3.78	77,455.14
CAPITAL OUTLAY					
100-5-40-5404 PD RADIOS	0.00	0.00	0.00	0.00	0.00
100-5-40-5411 VIDEO CAMERAS & MICROPHONES	69,000.00	0.00	0.00	0.00	69,000.00
100-5-40-5414 COMPUTERS	6,000.00	20,353.76	20,353.76	339.23	(14,353.76)
100-5-40-5461 TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00	0.00
100-5-40-5494 VEHICLE FINANCING NOTE DEBT SV	34,002.00	0.00	0.00	0.00	34,002.00
100-5-40-5495 NEW VEHICLE & OUTFITTING	301,541.00	0.00	0.00	0.00	301,541.00
TOTAL CAPITAL OUTLAY	410,543.00	20,353.76	20,353.76	4.96	390,189.24
TOTAL POLICE	2,087,143.00	183,836.12	183,836.12	8.81	1,903,306.88

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100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL					
100-5-50-5000 SALARY	45,850.00	3,389.15	3,389.15	7.39	42,460.85
100-5-50-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
100-5-50-5006 OVERTIME/PLANNED OVERTIME	0.00	0.00	0.00	0.00	0.00
100-5-50-5007 STIPENDS/CERTIFICATIONS	600.00	23.16	23.16	3.86	576.84
100-5-50-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-50-5010 TRAINING	500.00	0.00	0.00	0.00	500.00
100-5-50-5020 HEALTH INSURANCE	840.00	130.30	130.30	15.51	709.70
100-5-50-5030 WORKERS COMP INSURANCE	514.00	514.09	514.09	100.02	(0.09)
100-5-50-5035 SOCIAL SECURITY/MEDICARE	3,553.00	261.04	261.04	7.35	3,291.96
100-5-50-5040 UNEMPLOYMENT COMP INSUR	240.00	3.98	3.98	1.66	236.02
100-5-50-5050 TX MUNICIPAL RETIREMENT SYS	6,596.00	483.53	483.53	7.33	6,112.47
100-5-50-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	58,693.00	4,805.25	4,805.25	8.19	53,887.75
SUPPLIES & OPERATION EXP					
100-5-50-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
100-5-50-5103 PRINTING & REPRODUCTION	750.00	0.00	0.00	0.00	750.00
100-5-50-5110 POSTAGE	750.00	123.23	123.23	16.43	626.77
100-5-50-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-50-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-50-5120 SUBSCRIPTIONS & MEMBERSHIPS	100.00	0.00	0.00	0.00	100.00
100-5-50-5125 TRAVEL	50.00	0.00	0.00	0.00	50.00
100-5-50-5140 TELEPHONE	1,250.00	26.23	26.23	2.10	1,223.77
100-5-50-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-50-5158 OFFICE SUPPLIES	500.00	0.00	0.00	0.00	500.00
TOTAL SUPPLIES & OPERATION EXP	3,400.00	149.46	149.46	4.40	3,250.54
CONTRACTUAL SERVICES					
100-5-50-5201 COLLECTION AGENCY FEES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-50-5206 COURT CREDIT CARD FEES	10,000.00	1,828.51	1,828.51	18.29	8,171.49
100-5-50-5210 LEGAL SERVICES	10,000.00	0.00	0.00	0.00	10,000.00
100-5-50-5212 PRESIDING JUDGE EXPENSE	21,000.00	1,650.00	1,650.00	7.86	19,350.00
100-5-50-5213 INTERPRETER FEES	500.00	0.00	0.00	0.00	500.00
TOTAL CONTRACTUAL SERVICES	42,500.00	3,478.51	3,478.51	8.18	39,021.49
MISCELLANEOUS OTHER EXP					
100-5-50-5300 COMPUTER SOFTWARE & SUPPORT	3,800.00	274.14	274.14	7.21	3,525.86
TOTAL MISCELLANEOUS OTHER EXP	3,800.00	274.14	274.14	7.21	3,525.86
TOTAL COURT	108,393.00	8,707.36	8,707.36	8.03	99,685.64
PARK DEPARTMENT					
PERSONNEL					
100-5-55-5000 SALARY	42,891.00	2,949.71	2,949.71	6.88	39,941.29
100-5-55-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-55-5006 OVERTIME/PLANNED OVERTIME	0.00	0.00	0.00	0.00	0.00
100-5-55-5007 STIPENDS/CERTIFICATIONS	1,300.00	38.24	38.24	2.94	1,261.76
100-5-55-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-55-5010 TRAINING	1,800.00	0.00	0.00	0.00	1,800.00
100-5-55-5020 HEALTH INSURANCE	3,840.00	1,757.78	1,757.78	45.78	2,082.22
100-5-55-5030 WORKERS COMP INSURANCE	751.00	751.36	751.36	100.05	(0.36)
100-5-55-5035 SOCIAL SECURITY/MEDICARE	3,381.00	228.58	228.58	6.76	3,152.42
100-5-55-5040 UNEMPLOYMENT COMP INSUR	47.00	0.76	0.76	1.62	46.24
100-5-55-5050 TX MUNICIPAL RETIREMENT SYS	6,275.00	418.39	418.39	6.67	5,856.61
100-5-55-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	60,285.00	6,144.82	6,144.82	10.19	54,140.18
SUPPLIES & OPERATION EXP					
100-5-55-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
100-5-55-5103 PRINTING & REPRODUCTION	250.00	0.00	0.00	0.00	250.00
100-5-55-5110 POSTAGE	0.00	0.00	0.00	0.00	0.00
100-5-55-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-55-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-55-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
100-5-55-5125 TRAVEL	0.00	0.00	0.00	0.00	0.00
100-5-55-5130 UTILITIES	14,000.00	2,732.94	2,732.94	19.52	11,267.06
100-5-55-5140 TELEPHONE	0.00	0.00	0.00	0.00	0.00
100-5-55-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-55-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-55-5158 OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00
100-5-55-5159 CITY EVENT SUPPLIES	500.00	0.00	0.00	0.00	500.00
100-5-55-5164 EQUIPMENT MAINT & REPAIRS	1,500.00	0.00	0.00	0.00	1,500.00
100-5-55-5171 EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00
100-5-55-5172 SAFETY EQUIPMENT	300.00	0.00	0.00	0.00	300.00
100-5-55-5190 MATERIALS	20,500.00	15.68	15.68	0.08	20,484.32
100-5-55-5191 MAINTENANCE	6,000.00	0.00	0.00	0.00	6,000.00
100-5-55-5195 VEHICLE OPERATIONS	3,000.00	0.00	0.00	0.00	3,000.00
100-5-55-5196 VEHICLE MAINT & REPAIRS	1,250.00	0.00	0.00	0.00	1,250.00
100-5-55-5198 FIELDHOUSE SUP & MAINT-JANITOR	9,000.00	420.00	420.00	4.67	8,580.00
TOTAL SUPPLIES & OPERATION EXP	60,500.00	3,168.62	3,168.62	5.24	57,331.38
CONTRACTUAL SERVICES					
100-5-55-5255 VEHICLE INSURANCE	527.00	584.94	584.94	110.99	(57.94)
100-5-55-5270 ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	527.00	584.94	584.94	110.99	(57.94)
MISCELLANEOUS OTHER EXP					
100-5-55-5300 COMPUTER SOFTWARE & SUPPORT	1,000.00	58.36	58.36	5.84	941.64
100-5-55-5350 TOOLS/EQUIPMENT & REPAIR	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANEOUS OTHER EXP	2,000.00	58.36	58.36	2.92	1,941.64
CAPITAL OUTLAY					
100-5-55-5414 COMPUTERS	500.00	0.00	0.00	0.00	500.00
100-5-55-5455 IMPROV TO EXISTING PARK ASSETS	5,000.00	2,400.00	2,400.00	48.00	2,600.00
100-5-55-5456 PLANTS FOR PARK AND ENTRANCES	2,000.00	0.00	0.00	0.00	2,000.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
100-5-55-5490 PUBLIC WORKS LOAN PAYABLE	0.00	0.00	0.00	0.00	0.00
100-5-55-5494 VEH FIN NOTE - DEBT SERVICE	2,445.00	0.00	0.00	0.00	2,445.00
100-5-55-5495 NEW VEHICLE & OUTFITTING	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	9,945.00	2,400.00	2,400.00	24.13	7,545.00
OTHER NON-DEPARTMENTAL					
100-5-55-5512 PLAYGROUND MULCH & MAINT	8,000.00	0.00	0.00	0.00	8,000.00
100-5-55-5515 MAINTENANCE BUILDING	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER NON-DEPARTMENTAL	8,000.00	0.00	0.00	0.00	8,000.00
TOTAL PARK DEPARTMENT	141,257.00	12,356.74	12,356.74	8.75	128,900.26
PUBLIC WORKS					
SUPPLIES & OPERATION EXP					
100-5-65-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
100-5-65-5103 PRINTING & REPRODUCTION	0.00	0.00	0.00	0.00	0.00
100-5-65-5110 POSTAGE	0.00	0.00	0.00	0.00	0.00
100-5-65-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-65-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-65-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
100-5-65-5125 TRAVEL	0.00	0.00	0.00	0.00	0.00
100-5-65-5130 UTILITIES	8,000.00	0.00	0.00	0.00	8,000.00
100-5-65-5140 TELEPHONE	1,000.00	0.00	0.00	0.00	1,000.00
100-5-65-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-65-5158 OFFICE SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-65-5161 TREE TRIMMING SERVICES	25,000.00	0.00	0.00	0.00	25,000.00
100-5-65-5171 Equipment Purchase	0.00	0.00	0.00	0.00	0.00
100-5-65-5180 SIGNS AND BARRICADES	0.00	0.00	0.00	0.00	0.00
100-5-65-5191 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES & OPERATION EXP	35,000.00	0.00	0.00	0.00	35,000.00
CONTRACTUAL SERVICES					
100-5-65-5258 ACL EVENT	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS OTHER EXP					
100-5-65-5355 STREET MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00
100-5-65-5381 ANIMAL CONTROL/DISPOSAL	250.00	0.00	0.00	0.00	250.00
TOTAL MISCELLANEOUS OTHER EXP	250.00	0.00	0.00	0.00	250.00
CAPITAL OUTLAY					
100-5-65-5495 NEW VEHICLE & OUTFITTING	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
OTHER NON-DEPARTMENTAL					
100-5-65-5515 MAINTENANCE BUILDING	7,500.00	0.00	0.00	0.00	7,500.00
TOTAL OTHER NON-DEPARTMENTAL	7,500.00	0.00	0.00	0.00	7,500.00

100-GENERAL FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL PUBLIC WORKS	42,750.00	0.00	0.00	0.00	42,750.00
TOTAL EXPENDITURES	4,302,317.71	291,707.35	291,707.35	6.78	4,010,610.36
REVENUES OVER/(UNDER) EXPENDITURES	(450,122.71)	(178,747.17)	(178,747.17)		(271,375.54)

200-WATER FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	1,255,500.00	225,225.46	225,225.46	17.94	1,030,274.54
TOTAL REVENUES	1,255,500.00	225,225.46	225,225.46	17.94	1,030,274.54
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	1,713,000.00	112,344.91	112,344.91	6.56	1,600,655.09
TOTAL EXPENDITURES	1,713,000.00	112,344.91	112,344.91	6.56	1,600,655.09
REVENUES OVER/(UNDER) EXPENDITURES	(457,500.00)	112,880.55	112,880.55		(570,380.55)

200-WATER FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
INVESTMENT INCOME					
200-4-60-4400 INTEREST INCOME	1,500.00	0.00	0.00	0.00	1,500.00
200-4-60-4401 INTEREST INCOME-CHECKING	500.00	56.42	56.42	11.28	443.58
TOTAL INVESTMENT INCOME	2,000.00	56.42	56.42	2.82	1,943.58
MISCELLANEOUS REVENUE					
200-4-60-4540 MISCELLANEOUS RECEIPTS	0.00	0.00	0.00	0.00	0.00
200-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
200-4-60-4579 CAPITAL LEASEPROCEEDS - METERS	0.00	0.00	0.00	0.00	0.00
200-4-60-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
200-4-60-4582 TRANSFER FROM WASTEWATER FD	0.00	0.00	0.00	0.00	0.00
200-4-60-4583 TRANSFER FROM DRAINAGE FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE					
200-4-60-4600 WATER SALES	1,250,000.00	224,209.50	224,209.50	17.94	1,025,790.50
200-4-60-4610 LATE CHARGES	3,000.00	947.54	947.54	31.58	2,052.46
200-4-60-4628 CONNECT FEE	500.00	0.00	0.00	0.00	500.00
200-4-60-4629 METER TESTING FEE	0.00	0.00	0.00	0.00	0.00
200-4-60-4640 OTHER SOURCES - BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
200-4-60-4641 OTHER SOURCES - BOND ISSUANCE	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY REVENUE	1,253,500.00	225,157.04	225,157.04	17.96	1,028,342.96
OTHER REVENUE					
200-4-60-4700 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
200-4-60-4718 TRANSFER FROM SR2014 DEBT SERV	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,255,500.00	225,213.46	225,213.46	17.94	1,030,286.54
TOTAL REVENUES	1,255,500.00	225,213.46	225,213.46	17.94	1,030,286.54

200-WATER FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
PERSONNEL					
200-5-60-5000 SALARY	242,361.00	24,321.50	24,321.50	10.04	218,039.50
200-5-60-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
200-5-60-5006 OVERTIME/PLANNED OVERTIME	5,000.00	275.38	275.38	5.51	4,724.62
200-5-60-5007 STIPENDS/CERTIFICATIONS	17,000.00	246.50	246.50	1.45	16,753.50
200-5-60-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
200-5-60-5010 TRAINING	3,500.00	0.00	0.00	0.00	3,500.00
200-5-60-5020 HEALTH INSURANCE	25,200.00	2,080.08	2,080.08	8.25	23,119.92
200-5-60-5030 WORKERS COMP INSURANCE	3,322.00	3,321.82	3,321.82	99.99	0.18
200-5-60-5035 SOCIAL SECURITY/MEDICARE	20,224.00	1,900.52	1,900.52	9.40	18,323.48
200-5-60-5040 UNEMPLOYMENT COMP INSUR	310.00	5.02	5.02	1.62	304.98
200-5-60-5050 TX MUNICIPAL RETIREMENT SYS	37,539.00	2,679.71	2,679.71	7.14	34,859.29
200-5-60-5051 PENSION / OPEB	0.00	0.00	0.00	0.00	0.00
200-5-60-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	354,456.00	34,830.53	34,830.53	9.83	319,625.47
SUPPLIES & OPERATION EXP					
200-5-60-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
200-5-60-5103 PRINTING & REPRODUCTION	250.00	0.00	0.00	0.00	250.00
200-5-60-5105 TOOLS & SUPPLIES	0.00	0.00	0.00	0.00	0.00
200-5-60-5110 POSTAGE	200.00	0.00	0.00	0.00	200.00
200-5-60-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
200-5-60-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
200-5-60-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
200-5-60-5125 TRAVEL	1,900.00	0.00	0.00	0.00	1,900.00
200-5-60-5140 TELEPHONE	1,700.00	23.61	23.61	1.39	1,676.39
200-5-60-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00	1,000.00
200-5-60-5153 CREDIT CARD SERVICES	0.00	0.00	0.00	0.00	0.00
200-5-60-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
200-5-60-5158 OFFICE SUPPLIES	250.00	0.00	0.00	0.00	250.00
200-5-60-5165 Water Meter Test Fee	0.00	0.00	0.00	0.00	0.00
200-5-60-5166 MAINTENANCE & REPAIRS	30,000.00	441.32	441.32	1.47	29,558.68
200-5-60-5167 ADMINISTRATIVE FEES - 5%	62,775.00	0.00	0.00	0.00	62,775.00
200-5-60-5168 TRANSFER TO UTILITY BILLING	69,606.00	0.00	0.00	0.00	69,606.00
200-5-60-5171 EQUIPMENT	3,800.00	0.00	0.00	0.00	3,800.00
200-5-60-5175 SAFETY EQUIPMENT	375.00	0.00	0.00	0.00	375.00
200-5-60-5181 EQUIPMENT RENTAL	1,500.00	0.00	0.00	0.00	1,500.00
200-5-60-5190 MATERIALS	2,000.00	0.00	0.00	0.00	2,000.00
200-5-60-5192 Electronic Meters	0.00	0.00	0.00	0.00	0.00
200-5-60-5193 METER REPLACEMENT	5,000.00	5,327.82	5,327.82	106.56	(327.82)
200-5-60-5194 FIRE HYDRANT MAINT AND REPLACE	11,400.00	0.00	0.00	0.00	11,400.00
200-5-60-5195 VEHICLE OPERATIONS	3,800.00	0.00	0.00	0.00	3,800.00
200-5-60-5196 VEHICLE MAINT & REPAIRS	1,750.00	0.00	0.00	0.00	1,750.00
TOTAL SUPPLIES & OPERATION EXP	197,306.00	5,792.75	5,792.75	2.94	191,513.25

200-WATER FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CONTRACTUAL SERVICES					
200-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
200-5-60-5210 LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00
200-5-60-5219 UTILITY BILLING/COLLECTION	0.00	0.00	0.00	0.00	0.00
200-5-60-5232 UTILITY BILLING/COLLECT ADDNL	0.00	0.00	0.00	0.00	0.00
200-5-60-5233 CROSSROADS CONTRACT	81,000.00	0.00	0.00	0.00	81,000.00
200-5-60-5234 CROSSROADS EMERG/M&O REPAIRS	80,000.00	0.00	0.00	0.00	80,000.00
200-5-60-5241 EASEMENT IDENT & MAPPING	0.00	0.00	0.00	0.00	0.00
200-5-60-5255 VEHICLE INSURANCE	1,170.00	1,330.28	1,330.28	113.70	(160.28)
200-5-60-5270 ENGINEERING SERVICES	10,000.00	0.00	0.00	0.00	10,000.00
200-5-60-5271 RATE CONSULTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
200-5-60-5272 WATER CIP	0.00	0.00	0.00	0.00	0.00
200-5-60-5276 PAYING AGENT FEES	800.00	0.00	0.00	0.00	800.00
200-5-60-5277 LCRA WATER RIGHTS	0.00	1,000.00	1,000.00	0.00	(1,000.00)
200-5-60-5279 CAPITAL RECOVERY TAP FEES-WATE	0.00	0.00	0.00	0.00	0.00
200-5-60-5280 WATER PURCHASED	800,000.00	(2,732.94)	(2,732.94)	0.34-	802,732.94
200-5-60-5296 TCEQ	3,000.00	0.00	0.00	0.00	3,000.00
200-5-60-5299 BOND INTEREST-SERIES 2014	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	980,970.00	(402.66)	(402.66)	0.04-	981,372.66
MISCELLANEOUS OTHER EXP					
200-5-60-5300 COMPUTER SOFTWARE & SUPPORT	3,300.00	252.02	252.02	7.64	3,047.98
200-5-60-5303 BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
200-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
200-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
200-5-60-5326 QUARTERLY GIS MAP UPDATE	10,000.00	0.00	0.00	0.00	10,000.00
200-5-60-5330 Water CIP Packages 1-4	0.00	0.00	0.00	0.00	0.00
200-5-60-5345 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
200-5-60-5350 TOOLS	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL MISCELLANEOUS OTHER EXP	15,800.00	252.02	252.02	1.60	15,547.98
CAPITAL OUTLAY					
200-5-60-5414 COMPUTERS	500.00	0.00	0.00	0.00	500.00
200-5-60-5460 UNEXPENDED BAL TRNSF-CAP PROJ	0.00	0.00	0.00	0.00	0.00
200-5-60-5490 PUBLIC WORKS LOAN PAYABLE	0.00	0.00	0.00	0.00	0.00
200-5-60-5494 VEH FIN NOTE - DEBT SERVICE	9,778.00	0.00	0.00	0.00	9,778.00
200-5-60-5495 NEW VEHICLE & OUTFITTING	102,750.00	59,012.84	59,012.84	57.43	43,737.16
200-5-60-5496 Meters Fin Note Debt Svc	51,440.00	12,859.43	12,859.43	25.00	38,580.57
TOTAL CAPITAL OUTLAY	164,468.00	71,872.27	71,872.27	43.70	92,595.73
TOTAL NON-DEPARTMENTAL	1,713,000.00	112,344.91	112,344.91	6.56	1,600,655.09
TOTAL EXPENDITURES	1,713,000.00	112,344.91	112,344.91	6.56	1,600,655.09
REVENUES OVER/(UNDER) EXPENDITURES	(457,500.00)	112,868.55	112,868.55		(570,368.55)

301-STREET MAINTENANCE
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	200,250.00	16,219.16	16,219.16	8.10	184,030.84
TOTAL REVENUES	200,250.00	16,219.16	16,219.16	8.10	184,030.84
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	451,828.00	0.00	0.00	0.00	451,828.00
TOTAL EXPENDITURES	451,828.00	0.00	0.00	0.00	451,828.00
REVENUES OVER/(UNDER) EXPENDITURES	(251,578.00)	16,219.16	16,219.16		(267,797.16)

301-STREET MAINTENANCE

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
TAXES					
301-4-60-4039 STREET SALES TAX	200,000.00	16,182.85	16,182.85	8.09	183,817.15
TOTAL TAXES	200,000.00	16,182.85	16,182.85	8.09	183,817.15
INVESTMENT INCOME					
301-4-60-4400 INTEREST INCOME	250.00	36.31	36.31	14.52	213.69
TOTAL INVESTMENT INCOME	250.00	36.31	36.31	14.52	213.69
MISCELLANEOUS REVENUE					
301-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
301-4-60-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE					
301-4-60-4700 UNEXPENDED BALANCE TRANSFER	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	200,250.00	16,219.16	16,219.16	8.10	184,030.84
TOTAL REVENUES	200,250.00	16,219.16	16,219.16	8.10	184,030.84

301-STREET MAINTENANCE

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
CONTRACTUAL SERVICES					
301-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS OTHER EXP					
301-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
301-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
301-5-60-5345 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
301-5-60-5462 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
301-5-60-5469 TRANSFER TO STREET DEPARTMENT	451,828.00	0.00	0.00	0.00	451,828.00
TOTAL CAPITAL OUTLAY	451,828.00	0.00	0.00	0.00	451,828.00
TOTAL NON-DEPARTMENTAL	451,828.00	0.00	0.00	0.00	451,828.00
TOTAL EXPENDITURES	451,828.00	0.00	0.00	0.00	451,828.00
REVENUES OVER/(UNDER) EXPENDITURES	(251,578.00)	16,219.16	16,219.16		(267,797.16)

310-COURT SECURITY FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURT	2,600.00	318.98	318.98	12.27	2,281.02
TOTAL REVENUES	2,600.00	318.98	318.98	12.27	2,281.02
EXPENDITURE SUMMARY					
COURT	1,625.00	0.00	0.00	0.00	1,625.00
TOTAL EXPENDITURES	1,625.00	0.00	0.00	0.00	1,625.00
REVENUES OVER/(UNDER) EXPENDITURES	975.00	318.98	318.98		656.02

310-COURT SECURITY FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
COURT REVENUE					
310-4-50-4104 COURT SECURITY FEE	2,500.00	318.98	318.98	12.76	2,181.02
310-4-50-4105 MUNI COURT BLDG SECURITY	100.00	0.00	0.00	0.00	100.00
TOTAL COURT REVENUE	2,600.00	318.98	318.98	12.27	2,281.02
INVESTMENT INCOME					
310-4-50-4491 MUNI CT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	2,600.00	318.98	318.98	12.27	2,281.02
TOTAL REVENUES	2,600.00	318.98	318.98	12.27	2,281.02

310-COURT SECURITY FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
MISCELLANEOUS OTHER EXP					
310-5-50-5311 OFFICE SECURITY	1,625.00	0.00	0.00	0.00	1,625.00
TOTAL MISCELLANEOUS OTHER EXP	1,625.00	0.00	0.00	0.00	1,625.00
TOTAL COURT	1,625.00	0.00	0.00	0.00	1,625.00
TOTAL EXPENDITURES	1,625.00	0.00	0.00	0.00	1,625.00
REVENUES OVER/(UNDER) EXPENDITURES	975.00	318.98	318.98		656.02

320-COURT TECHNOLOGY FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURT	1,600.00	260.39	260.39	16.27	1,339.61
TOTAL REVENUES	1,600.00	260.39	260.39	16.27	1,339.61
EXPENDITURE SUMMARY					
COURT	5,000.00	5.65	5.65	0.11	4,994.35
TOTAL EXPENDITURES	5,000.00	5.65	5.65	0.11	4,994.35
REVENUES OVER/(UNDER) EXPENDITURES	(3,400.00)	254.74	254.74		(3,654.74)

320-COURT TECHNOLOGY FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
COURT REVENUE					
320-4-50-4102 COURT TECHNOLOGY FEE	1,500.00	260.39	260.39	17.36	1,239.61
320-4-50-4191 MUNI COURT TECHNOLOGY	100.00	0.00	0.00	0.00	100.00
TOTAL COURT REVENUE	1,600.00	260.39	260.39	16.27	1,339.61
TOTAL COURT	1,600.00	260.39	260.39	16.27	1,339.61
TOTAL REVENUES	1,600.00	260.39	260.39	16.27	1,339.61

320-COURT TECHNOLOGY FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
MISCELLANEOUS OTHER EXP					
320-5-50-5300 COMPUTER SOFTWARE & SUPPORT	5,000.00	5.65	5.65	0.11	4,994.35
TOTAL MISCELLANEOUS OTHER EXP	5,000.00	5.65	5.65	0.11	4,994.35
CAPITAL OUTLAY					
320-5-50-5414 COMPUTERS	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	5,000.00	5.65	5.65	0.11	4,994.35
TOTAL EXPENDITURES	5,000.00	5.65	5.65	0.11	4,994.35
REVENUES OVER/(UNDER) EXPENDITURES	(3,400.00)	254.74	254.74		(3,654.74)

330-COURT EFFICIENCY FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
COURT	100.00	0.00	0.00	0.00	100.00
TOTAL REVENUES	100.00	0.00	0.00	0.00	100.00
EXPENDITURE SUMMARY					
COURT	100.00	0.00	0.00	0.00	100.00
TOTAL EXPENDITURES	100.00	0.00	0.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

330-COURT EFFICIENCY FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
COURT REVENUE					
330-4-50-4110 ADMINISTRATIVE COURT FEES	100.00	0.00	0.00	0.00	100.00
TOTAL COURT REVENUE	100.00	0.00	0.00	0.00	100.00
TOTAL COURT	100.00	0.00	0.00	0.00	100.00
TOTAL REVENUES	100.00	0.00	0.00	0.00	100.00

330-COURT EFFICIENCY FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COURT					
SUPPLIES & OPERATION EXP					
330-5-50-5158 OFFICE SUPPLIES	100.00	0.00	0.00	0.00	100.00
TOTAL SUPPLIES & OPERATION EXP	100.00	0.00	0.00	0.00	100.00
TOTAL COURT	100.00	0.00	0.00	0.00	100.00
TOTAL EXPENDITURES	100.00	0.00	0.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

430-DEBT SERVICE FUND 2014
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	201,300.00	70.51	70.51	0.04	201,229.49
TOTAL REVENUES	201,300.00	70.51	70.51	0.04	201,229.49
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	200,800.00	0.00	0.00	0.00	200,800.00
TOTAL EXPENDITURES	200,800.00	0.00	0.00	0.00	200,800.00
REVENUES OVER/(UNDER) EXPENDITURES	500.00	70.51	70.51		429.49

430-DEBT SERVICE FUND 2014

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
TAXES					
430-4-60-4020 PENALTY & INTEREST ON TAXES	500.00	11.32	11.32	2.26	488.68
430-4-60-4031 PROPERTY TAX-DEBT SERVICE FD	200,400.00	59.19	59.19	0.03	200,340.81
TOTAL TAXES	200,900.00	70.51	70.51	0.04	200,829.49
MISCELLANEOUS REVENUE					
430-4-60-4577 TRSF FROM STREETS-PAYING AGENT	400.00	0.00	0.00	0.00	400.00
430-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
430-4-60-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	400.00	0.00	0.00	0.00	400.00
TOTAL NON-DEPARTMENTAL	201,300.00	70.51	70.51	0.04	201,229.49
TOTAL REVENUES	201,300.00	70.51	70.51	0.04	201,229.49

430-DEBT SERVICE FUND 2014

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
CONTRACTUAL SERVICES					
430-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
430-5-60-5276 PAYING AGENT FEES	400.00	0.00	0.00	0.00	400.00
430-5-60-5298 BOND PRINCIPAL - SERIES 2014	150,000.00	0.00	0.00	0.00	150,000.00
430-5-60-5299 BOND INTEREST - SERIES 2014	50,400.00	0.00	0.00	0.00	50,400.00
TOTAL CONTRACTUAL SERVICES	200,800.00	0.00	0.00	0.00	200,800.00
MISCELLANEOUS OTHER EXP					
430-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
430-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
430-5-60-5345 Depreciation Expense	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
430-5-60-5461 TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	200,800.00	0.00	0.00	0.00	200,800.00
TOTAL EXPENDITURES	200,800.00	0.00	0.00	0.00	200,800.00
REVENUES OVER/(UNDER) EXPENDITURES	500.00	70.51	70.51		429.49

CITY OF ROLLINGWOOD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2025

450-DEBT SERVICE FUND 2019
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	712,450.00	251.94	251.94	0.04	712,198.06
TOTAL REVENUES	712,450.00	251.94	251.94	0.04	712,198.06
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	711,450.00	0.00	0.00	0.00	711,450.00
TOTAL EXPENDITURES	711,450.00	0.00	0.00	0.00	711,450.00
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00	251.94	251.94		748.06

450-DEBT SERVICE FUND 2019

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
TAXES					
450-4-60-4020 PENALTY & INTEREST ON TAXES	1,000.00	40.44	40.44	4.04	959.56
450-4-60-4031 PROPERTY TAX-DEBT SERVICE FD	711,050.00	211.50	211.50	0.03	710,838.50
TOTAL TAXES	712,050.00	251.94	251.94	0.04	711,798.06
MISCELLANEOUS REVENUE					
450-4-60-4573 TRSF FROM WASTEWATER-PAY AGENT	400.00	0.00	0.00	0.00	400.00
450-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
450-4-60-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	400.00	0.00	0.00	0.00	400.00
TOTAL NON-DEPARTMENTAL	712,450.00	251.94	251.94	0.04	712,198.06
TOTAL REVENUES	712,450.00	251.94	251.94	0.04	712,198.06

450-DEBT SERVICE FUND 2019

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
CONTRACTUAL SERVICES					
450-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
450-5-60-5207 BOND PRINCIPAL-SERIES 2019	455,000.00	0.00	0.00	0.00	455,000.00
450-5-60-5208 BOND INTEREST - SERIES 2019	256,050.00	0.00	0.00	0.00	256,050.00
450-5-60-5276 PAYING AGENT FEES	400.00	0.00	0.00	0.00	400.00
TOTAL CONTRACTUAL SERVICES	711,450.00	0.00	0.00	0.00	711,450.00
MISCELLANEOUS OTHER EXP					
450-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
450-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
450-5-60-5345 Depreciation Expense	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
450-5-60-5462 TRANSFER OUT TO WASTEWATER FD	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	711,450.00	0.00	0.00	0.00	711,450.00
TOTAL EXPENDITURES	711,450.00	0.00	0.00	0.00	711,450.00
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00	251.94	251.94		748.06

460-DEBT SERVICE FUND 2020
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	316,810.00	111.40	111.40	0.04	316,698.60
TOTAL REVENUES	316,810.00	111.40	111.40	0.04	316,698.60
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	315,810.00	0.00	0.00	0.00	315,810.00
TOTAL EXPENDITURES	315,810.00	0.00	0.00	0.00	315,810.00
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00	111.40	111.40		888.60

460-DEBT SERVICE FUND 2020

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
TAXES					
460-4-60-4020 PENALTY & INTEREST ON TAXES	1,000.00	17.88	17.88	1.79	982.12
460-4-60-4031 PROPERTY TAX-DEBT SERVICE FD	315,610.00	93.52	93.52	0.03	315,516.48
TOTAL TAXES	316,610.00	111.40	111.40	0.04	316,498.60
MISCELLANEOUS REVENUE					
460-4-60-4573 TRSF FROM WASTEWATER-PAY AGENT	200.00	0.00	0.00	0.00	200.00
460-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
460-4-60-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	200.00	0.00	0.00	0.00	200.00
TOTAL NON-DEPARTMENTAL	316,810.00	111.40	111.40	0.04	316,698.60
TOTAL REVENUES	316,810.00	111.40	111.40	0.04	316,698.60

460-DEBT SERVICE FUND 2020

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
CONTRACTUAL SERVICES					
460-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
460-5-60-5248 DEBT SERVICE INTEREST TAX NOTE	10,610.00	0.00	0.00	0.00	10,610.00
460-5-60-5249 DEBT SERVICE PRINCIPAL TAX NTS	305,000.00	0.00	0.00	0.00	305,000.00
460-5-60-5276 PAYING AGENT FEES	200.00	0.00	0.00	0.00	200.00
TOTAL CONTRACTUAL SERVICES	315,810.00	0.00	0.00	0.00	315,810.00
MISCELLANEOUS OTHER EXP					
460-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
460-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
460-5-60-5345 Depreciation Expense	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	315,810.00	0.00	0.00	0.00	315,810.00
TOTAL EXPENDITURES	315,810.00	0.00	0.00	0.00	315,810.00
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00	111.40	111.40		888.60

470-DEBT SERVICE FUND 2023
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON DEPARTMENTAL	231,075.00	81.91	81.91	0.04	230,993.09
TOTAL REVENUES	231,075.00	81.91	81.91	0.04	230,993.09
EXPENDITURE SUMMARY					
NON DEPARTMENTAL	233,575.00	0.00	0.00	0.00	233,575.00
TOTAL EXPENDITURES	233,575.00	0.00	0.00	0.00	233,575.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,500.00)	81.91	81.91		(2,581.91)

470-DEBT SERVICE FUND 2023

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON DEPARTMENTAL					
TAXES					
470-4-60-4020 PENALTY AND INTEREST ON TAXES	500.00	13.15	13.15	2.63	486.85
470-4-60-4031 PROPERTY TAX - DEBT SERVICE FD	230,175.00	68.76	68.76	0.03	230,106.24
TOTAL TAXES	230,675.00	81.91	81.91	0.04	230,593.09
MISCELLANEOUS REVENUE					
470-4-60-4572 TRSF FROM WATER - PAY AGENT	400.00	0.00	0.00	0.00	400.00
TOTAL MISCELLANEOUS REVENUE	400.00	0.00	0.00	0.00	400.00
TOTAL NON DEPARTMENTAL	231,075.00	81.91	81.91	0.04	230,993.09
TOTAL REVENUES	231,075.00	81.91	81.91	0.04	230,993.09

470-DEBT SERVICE FUND 2023

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON DEPARTMENTAL					
CONTRACTUAL SERVICES					
470-5-60-5209 BOND PRINCIPAL - SERIES 2023	60,000.00	0.00	0.00	0.00	60,000.00
470-5-60-5210 BOND INTEREST - SERIES 2023	173,175.00	0.00	0.00	0.00	173,175.00
470-5-60-5276 PAYING AGENT FEES	400.00	0.00	0.00	0.00	400.00
TOTAL CONTRACTUAL SERVICES	233,575.00	0.00	0.00	0.00	233,575.00
CAPITAL OUTLAY					
470-5-60-5462 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL NON DEPARTMENTAL	233,575.00	0.00	0.00	0.00	233,575.00
TOTAL EXPENDITURES	233,575.00	0.00	0.00	0.00	233,575.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,500.00)	81.91	81.91		(2,581.91)

480-Debt Service Fund 2024
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON DEPARTMENTAL	108,250.00	38.14	38.14	0.04	108,211.86
TOTAL REVENUES	108,250.00	38.14	38.14	0.04	108,211.86
EXPENDITURE SUMMARY					
NON DEPARTMENTAL	108,050.00	0.00	0.00	0.00	108,050.00
TOTAL EXPENDITURES	108,050.00	0.00	0.00	0.00	108,050.00
REVENUES OVER/(UNDER) EXPENDITURES	200.00	38.14	38.14		161.86

480-Debt Service Fund 2024

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON DEPARTMENTAL					
TAXES					
480-4-60-4020 PENALTY AND INTEREST ON TAXES	200.00	6.13	6.13	3.07	193.87
480-4-60-4031 PROPERTY TAX - DEBT SERVICE FD	107,650.00	32.01	32.01	0.03	107,617.99
TOTAL TAXES	107,850.00	38.14	38.14	0.04	107,811.86
MISCELLANEOUS REVENUE					
480-4-60-4572 TRSF FROM WATER - PAY AGENT	400.00	0.00	0.00	0.00	400.00
TOTAL MISCELLANEOUS REVENUE	400.00	0.00	0.00	0.00	400.00
TOTAL NON DEPARTMENTAL	108,250.00	38.14	38.14	0.04	108,211.86
TOTAL REVENUES	108,250.00	38.14	38.14	0.04	108,211.86

480-Debt Service Fund 2024

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON DEPARTMENTAL					
CONTRACTUAL SERVICES					
480-5-60-5209 BOND PRINCIPAL - SERIES 2024	40,000.00	0.00	0.00	0.00	40,000.00
480-5-60-5210 BOND INTEREST - SERIES 2024	67,650.00	0.00	0.00	0.00	67,650.00
480-5-60-5276 PAYING AGENT FEES	400.00	0.00	0.00	0.00	400.00
TOTAL CONTRACTUAL SERVICES	108,050.00	0.00	0.00	0.00	108,050.00
TOTAL NON DEPARTMENTAL	108,050.00	0.00	0.00	0.00	108,050.00
TOTAL EXPENDITURES	108,050.00	0.00	0.00	0.00	108,050.00
REVENUES OVER/(UNDER) EXPENDITURES	200.00	38.14	38.14		161.86

701-CAPITAL PROJECTS FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
NON-DEPARTMENTAL	1,000.00	174.27	174.27	17.43	825.73
TOTAL REVENUES	1,000.00	174.27	174.27	17.43	825.73
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENTS	2,124,325.00	0.00	0.00	0.00	2,124,325.00
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,124,325.00	0.00	0.00	0.00	2,124,325.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,123,325.00)	174.27	174.27		(2,123,499.27)

701-CAPITAL PROJECTS FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENTS					
UTILITY REVENUE					
701-4-35-4640 OTHER SOURCES - BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
701-4-35-4641 OTHER SOURCES - BOND ISSUANCE	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE					
701-4-35-4700 UNEXPENDED BAL TRNSF-WATER FD	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
NON-DEPARTMENTAL					
INVESTMENT INCOME					
701-4-60-4401 INTEREST INCOME - GO BONDS	1,000.00	174.27	174.27	17.43	825.73
TOTAL INVESTMENT INCOME	1,000.00	174.27	174.27	17.43	825.73
MISCELLANEOUS REVENUE					
701-4-60-4540 MISCELLANEOUS RECEIPTS	0.00	0.00	0.00	0.00	0.00
701-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
701-4-60-4579 TRANSFER IN FROM 2023 BOND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE					
701-4-60-4640 OTHER SOURCES - BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
701-4-60-4641 OTHER SOURCES - BOND ISSUANCE	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	1,000.00	174.27	174.27	17.43	825.73
TOTAL REVENUES	1,000.00	174.27	174.27	17.43	825.73

701-CAPITAL PROJECTS FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENTS					
CONTRACTUAL SERVICES					
701-5-35-5221 NIXON/PLEASANT DRAINAGE PROJEC	0.00	0.00	0.00	0.00	0.00
701-5-35-5222 HUBBARD/HATLEY DRAINAGE PROJEC	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS OTHER EXP					
701-5-35-5303 BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
701-5-35-5330 WATER CIP PACKAGES 1-4	2,124,325.00	0.00	0.00	0.00	2,124,325.00
TOTAL MISCELLANEOUS OTHER EXP	2,124,325.00	0.00	0.00	0.00	2,124,325.00
TOTAL CAPITAL IMPROVEMENTS	2,124,325.00	0.00	0.00	0.00	2,124,325.00
NON-DEPARTMENTAL					
CONTRACTUAL SERVICES					
701-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS OTHER EXP					
701-5-60-5303 BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
701-5-60-5304 BOND INTEREST	0.00	0.00	0.00	0.00	0.00
701-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
701-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
701-5-60-5345 Depreciation Expense	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
701-5-60-5460 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,124,325.00	0.00	0.00	0.00	2,124,325.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,123,325.00)	174.27	174.27		(2,123,499.27)

702-DRAINAGE FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
CAPITAL IMPROVEMENTS	40,900.00	1,501.00	1,501.00	3.67	39,399.00
TOTAL REVENUES	40,900.00	1,501.00	1,501.00	3.67	39,399.00
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENTS	1,021,500.00	0.00	0.00	0.00	1,021,500.00
TOTAL EXPENDITURES	1,021,500.00	0.00	0.00	0.00	1,021,500.00
REVENUES OVER/(UNDER) EXPENDITURES	(980,600.00)	1,501.00	1,501.00		(982,101.00)

702-DRAINAGE FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENTS					
CHARGE FOR SERVICES					
702-4-35-4221 RSDP ZONE 7	100.00	0.00	0.00	0.00	100.00
702-4-35-4222 RSDP ZONE 1	100.00	0.00	0.00	0.00	100.00
702-4-35-4223 RSDP ZONE 2	100.00	0.00	0.00	0.00	100.00
702-4-35-4224 RCDP ZONE 8	100.00	0.00	0.00	0.00	100.00
702-4-35-4225 RSDP ZONE 5	100.00	0.00	0.00	0.00	100.00
702-4-35-4226 RSDP ZONE 3	100.00	0.00	0.00	0.00	100.00
702-4-35-4227 RSDP ZONE4	100.00	0.00	0.00	0.00	100.00
702-4-35-4228 RSDP ZONE 6	100.00	0.00	0.00	0.00	100.00
702-4-35-4229 RSDP ZONE 9	100.00	0.00	0.00	0.00	100.00
TOTAL CHARGE FOR SERVICES	900.00	0.00	0.00	0.00	900.00
LICENSE & PERMITS					
702-4-35-4309 Site Drainage Inspect Fee	0.00	0.00	0.00	0.00	0.00
702-4-35-4360 DRAINAGE REVIEW REVENUE	40,000.00	1,501.00	1,501.00	3.75	38,499.00
TOTAL LICENSE & PERMITS	40,000.00	1,501.00	1,501.00	3.75	38,499.00
MISCELLANEOUS REVENUE					
702-4-35-4500 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
702-4-35-4578 FUND BALANCE TRANSFER-IN	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE					
702-4-35-4701 UNEXPENDED BAL TRNSF-WASTEWATE	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	40,900.00	1,501.00	1,501.00	3.67	39,399.00
TOTAL REVENUES	40,900.00	1,501.00	1,501.00	3.67	39,399.00

702-DRAINAGE FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL IMPROVEMENTS					
CONTRACTUAL SERVICES					
702-5-35-5203 Final Site Drainage Inspection	0.00	0.00	0.00	0.00	0.00
702-5-35-5221 NIXON PLEASANT DRAINAGE IMPROV	412,996.00	0.00	0.00	0.00	412,996.00
702-5-35-5222 HUBBARD-HATLEY-PICKWICK DRAIN	560,504.00	0.00	0.00	0.00	560,504.00
702-5-35-5259 PROJECT MANAGEMENT	0.00	0.00	0.00	0.00	0.00
702-5-35-5270 ENGINEERING SERVICES	40,000.00	0.00	0.00	0.00	40,000.00
702-5-35-5274 NIXON PLEASANT DRAINAGE IMPROV	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	1,013,500.00	0.00	0.00	0.00	1,013,500.00
CAPITAL OUTLAY					
702-5-35-5407 DRAINAGE EXPENDITURES ZONE 7	0.00	0.00	0.00	0.00	0.00
702-5-35-5485 MS-4 EXPENDITURES	8,000.00	0.00	0.00	0.00	8,000.00
TOTAL CAPITAL OUTLAY	8,000.00	0.00	0.00	0.00	8,000.00
TOTAL CAPITAL IMPROVEMENTS	1,021,500.00	0.00	0.00	0.00	1,021,500.00
TOTAL EXPENDITURES	1,021,500.00	0.00	0.00	0.00	1,021,500.00
REVENUES OVER/(UNDER) EXPENDITURES	(980,600.00)	1,501.00	1,501.00		(982,101.00)

800-WASTE WATER FUND
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-DEPARTMENTAL	1,026,054.00	93,778.30	93,778.30	9.14	932,275.70
TOTAL REVENUES	1,026,054.00	93,778.30	93,778.30	9.14	932,275.70
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	1,296,738.00	114,159.87	114,159.87	8.80	1,182,578.13
TOTAL EXPENDITURES	1,296,738.00	114,159.87	114,159.87	8.80	1,182,578.13
REVENUES OVER/(UNDER) EXPENDITURES	(270,684.00)	(20,381.57)	(20,381.57)		(250,302.43)

800-WASTE WATER FUND

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
INVESTMENT INCOME					
800-4-60-4400 INTEREST INCOME	10,000.00	0.00	0.00	0.00	10,000.00
800-4-60-4401 INTEREST INCOME-CHECKING	250.00	0.00	0.00	0.00	250.00
TOTAL INVESTMENT INCOME	10,250.00	0.00	0.00	0.00	10,250.00
MISCELLANEOUS REVENUE					
800-4-60-4565 GRANT REVENUES	0.00	0.00	0.00	0.00	0.00
800-4-60-4578 FUND BALANCE TRANSFER IN	0.00	0.00	0.00	0.00	0.00
800-4-60-4579 Capital Lease Proceeds - Meter	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE					
800-4-60-4620 WASTEWATER	900,000.00	84,033.48	84,033.48	9.34	815,966.52
800-4-60-4628 CONNECT FEE	3,500.00	0.00	0.00	0.00	3,500.00
800-4-60-4629 GRINDER PUMP MAINT FEE	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY REVENUE	903,500.00	84,033.48	84,033.48	9.30	819,466.52
OTHER REVENUE					
800-4-60-4700 UNEXPENDED BALANCE TRANSFER	0.00	0.00	0.00	0.00	0.00
800-4-60-4706 INDUSTRIAL WASTE SURCHARGE	14,144.00	1,565.30	1,565.30	11.07	12,578.70
800-4-60-4709 PUD WASTEWATER SURCHARGE	98,160.00	8,179.52	8,179.52	8.33	89,980.48
800-4-60-4732 TRANSFER FROM 2012 DEBT SVC-FD	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	112,304.00	9,744.82	9,744.82	8.68	102,559.18
TOTAL NON-DEPARTMENTAL	1,026,054.00	93,778.30	93,778.30	9.14	932,275.70
TOTAL REVENUES	1,026,054.00	93,778.30	93,778.30	9.14	932,275.70

800-WASTE WATER FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-DEPARTMENTAL					
PERSONNEL					
800-5-60-5000 SALARY	242,361.00	24,321.50	24,321.50	10.04	218,039.50
800-5-60-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
800-5-60-5006 OVERTIME/PLANNED OVERTIME	5,000.00	275.38	275.38	5.51	4,724.62
800-5-60-5007 STIPENDS/CERTIFICATIONS	17,000.00	246.50	246.50	1.45	16,753.50
800-5-60-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
800-5-60-5010 TRAINING	2,250.00	0.00	0.00	0.00	2,250.00
800-5-60-5020 HEALTH INSURANCE	25,200.00	2,080.08	2,080.08	8.25	23,119.92
800-5-60-5030 WORKERS COMP INSURANCE	3,325.00	3,321.82	3,321.82	99.90	3.18
800-5-60-5035 SOCIAL SECURITY/MEDICARE	20,224.00	1,900.52	1,900.52	9.40	18,323.48
800-5-60-5040 UNEMPLOYMENT COMP INSUR	310.00	5.02	5.02	1.62	304.98
800-5-60-5050 TX MUNICIPAL RETIREMENT SYS	37,539.00	2,679.71	2,679.71	7.14	34,859.29
800-5-60-5051 PENSION / OPEB	0.00	0.00	0.00	0.00	0.00
800-5-60-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	353,209.00	34,830.53	34,830.53	9.86	318,378.47
SUPPLIES & OPERATION EXP					
800-5-60-5103 PRINTING & REPRODUCTION	150.00	0.00	0.00	0.00	150.00
800-5-60-5125 TRAVEL	2,250.00	0.00	0.00	0.00	2,250.00
800-5-60-5130 UTILITIES	32,000.00	0.00	0.00	0.00	32,000.00
800-5-60-5140 TELEPHONE	1,700.00	23.61	23.61	1.39	1,676.39
800-5-60-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00	1,000.00
800-5-60-5163 GRINDER PUMP MAINT/REPLACEMENT	35,000.00	0.00	0.00	0.00	35,000.00
800-5-60-5166 MAINTENANCE & REPAIRS	24,000.00	0.00	0.00	0.00	24,000.00
800-5-60-5167 ADMINISTRATIVE FEES	45,000.00	0.00	0.00	0.00	45,000.00
800-5-60-5168 TRANSFER TO UTILITY BILLING	69,606.00	0.00	0.00	0.00	69,606.00
800-5-60-5171 EQUIPMENT	3,800.00	0.00	0.00	0.00	3,800.00
800-5-60-5172 SAFETY EQUIPMENT	375.00	0.00	0.00	0.00	375.00
800-5-60-5192 Electronic Meter Project	0.00	0.00	0.00	0.00	0.00
800-5-60-5193 METER REPLACEMENT	5,000.00	3,497.82	3,497.82	69.96	1,502.18
800-5-60-5195 VEHICLE OPERATIONS	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL SUPPLIES & OPERATION EXP	221,881.00	3,521.43	3,521.43	1.59	218,359.57
CONTRACTUAL SERVICES					
800-5-60-5200 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
800-5-60-5210 LEGAL SERVICES	1,000.00	0.00	0.00	0.00	1,000.00
800-5-60-5218 ANNUAL TELEVISING/SMOKE TEST	20,000.00	0.00	0.00	0.00	20,000.00
800-5-60-5219 UTILITY BILLING/COLLECTIONE	0.00	0.00	0.00	0.00	0.00
800-5-60-5232 UTILITY BILLING-COLLECT ADDNL	0.00	0.00	0.00	0.00	0.00
800-5-60-5233 CROSSROADS CONTRACT	97,980.00	0.00	0.00	0.00	97,980.00
800-5-60-5234 CROSSROADS EMERG/M&O REPAIRS	45,000.00	0.00	0.00	0.00	45,000.00
800-5-60-5240 INSURANCE - PROP & GEN LIAB	434.00	434.00	434.00	100.00	0.00
800-5-60-5255 VEHICLE INSURANCE	1,967.00	2,237.28	2,237.28	113.74	(270.28)
800-5-60-5270 ENGINEERING SERVICES	2,000.00	0.00	0.00	0.00	2,000.00
800-5-60-5271 RATE CONSULTING SERVICES	0.00	0.00	0.00	0.00	0.00

800-WASTE WATER FUND

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
800-5-60-5277 LCRA WATER RIGHTS	0.00	1,000.00	1,000.00	0.00	(1,000.00)
800-5-60-5282 CAPITAL RECOVERY FEES-WASTEWAT	0.00	0.00	0.00	0.00	0.00
800-5-60-5290 WASTEWATER FEES	360,000.00	0.00	0.00	0.00	360,000.00
800-5-60-5292 INDUSTRIAL WASTE SURCHARGES	14,000.00	0.00	0.00	0.00	14,000.00
TOTAL CONTRACTUAL SERVICES	542,381.00	3,671.28	3,671.28	0.68	538,709.72
MISCELLANEOUS OTHER EXP					
800-5-60-5300 COMPUTER SOFTWARE & SUPPORT	3,300.00	264.36	264.36	8.01	3,035.64
800-5-60-5323 LIFT STATION INSPECT, EMERGENC	0.00	0.00	0.00	0.00	0.00
800-5-60-5324 VALVE MANHOLE GPS MAPPING PROG	0.00	0.00	0.00	0.00	0.00
800-5-60-5325 CCTV INSPECTION AND PIPE CLEAN	0.00	0.00	0.00	0.00	0.00
800-5-60-5326 QUARTERLY GIS MAP UPDATE	10,000.00	0.00	0.00	0.00	10,000.00
800-5-60-5342 DEBT SERVICE - 2012A INTEREST	0.00	0.00	0.00	0.00	0.00
800-5-60-5345 DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
800-5-60-5347 DEBT SERVICE - INTEREST 2019 R	0.00	0.00	0.00	0.00	0.00
800-5-60-5350 TOOLS	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL MISCELLANEOUS OTHER EXP	14,800.00	264.36	264.36	1.79	14,535.64
CAPITAL OUTLAY					
800-5-60-5414 COMPUTERS	500.00	0.00	0.00	0.00	500.00
800-5-60-5461 TRANSFER TO WATER FUND	9,777.00	0.00	0.00	0.00	9,777.00
800-5-60-5462 UNEXPENDED BAL TRNSF-DRAINAGE	0.00	0.00	0.00	0.00	0.00
800-5-60-5490 PUBLIC WORKS LOAN PAYABLE	0.00	0.00	0.00	0.00	0.00
800-5-60-5494 VEH FIN NOTE - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
800-5-60-5495 NEW VEHICLE & OUTFITTING	102,750.00	59,012.84	59,012.84	57.43	43,737.16
800-5-60-5496 LIFT STATION AUTOMATION	0.00	0.00	0.00	0.00	0.00
800-5-60-5497 LIFT STATION EMERGENCY POWER	0.00	0.00	0.00	0.00	0.00
800-5-60-5498 Meters Fin Note - Debt Svc	51,440.00	12,859.43	12,859.43	25.00	38,580.57
TOTAL CAPITAL OUTLAY	164,467.00	71,872.27	71,872.27	43.70	92,594.73
TOTAL NON-DEPARTMENTAL	1,296,738.00	114,159.87	114,159.87	8.80	1,182,578.13
TOTAL EXPENDITURES	1,296,738.00	114,159.87	114,159.87	8.80	1,182,578.13
REVENUES OVER/(UNDER) EXPENDITURES	(270,684.00)	(20,381.57)	(20,381.57)		(250,302.43)

500-RCDC

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
500-1000	RCDC OPERATING CASH	252,429.23		
500-1005	TEXPOOL	520,927.21		
500-1100	DUE FROM CITY	16,182.91		
500-1350	SALES TAX RECEIVABLE	0.00		
			789,539.35	
	TOTAL ASSETS			789,539.35
LIABILITIES				
500-2000	ACCOUNTS PAYABLE	0.00		
500-2020	ACCOUNTS PAYABLE RCDC	0.00		
500-2030	PAYABLE TO CITY	0.00		
500-2060	Retirement Payout Reserve	0.00		
500-2140	Vehicle Financing Notes	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
500-3000	FUND BALANCE-UNAPPROPRATED	640,126.79		
500-3001	XXFUND BALANCE	0.00		
500-3010	OTHER FUND BALANCE	0.00		
500-3030	AMOUNTS TO BE PROVIDED FOR	0.00		
	TOTAL BEGINNING EQUITY	640,126.79		
	TOTAL REVENUE	16,182.84		
	TOTAL EXPENSES	0.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	16,182.84		
	(WILL CLOSE TO FUND BAL.)	133,229.72		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		789,539.35	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			789,539.35

2025-2026 RCDC

MONTHLY FINANCIAL ANALYSIS

NOTE: YTD ACTUAL AS OF 10/31/2025; 8.33% OF FISCAL YEAR

REVENUE STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR: EST. REVENUE	YTD	PERCENT	PRIOR YEAR: YTD	CURRENT YR COMPARED TO PY YR
SALES TAX REVENUE	$ 20,000	$ 16,183	81%	$ 17,368	93%

BUDGET STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR: BUDGET	YTD	PERCENT	YTD	CURRENT YR COMPARED TO PY YR
ECONOMIC DEVELOPMENT:					
REVENUE	$ -	$ -	#DIV/0!	$ -	#DIV/0!
EXPENDITURES	$ 20,000	$ -	0%	$ -	#DIV/0!
NON-PROJECTED RELATED:					
REVENUE	$ 210,000	$ 16,183	8%	$ 18,852	86%
EXPENDITURES	$ 77,000	$ -	0%	$ -	#DIV/0!
ADDITIONAL NEW PROJECTS:					
REVENUE	$ -		#DIV/0!		#DIV/0!
EXPENDITURES	$ 108,000	$ -	0%	$ -	#DIV/0!

RECAP:	CURRENT YEAR: BUDGET	YTD	PERCENT	YTD	CURRENT YR COMPARED TO PY YR
REVENUE	$ 210,000	$ 16,183	8%	$ 18,852	86%
EXPENDITURES	$ 205,000	$ -	0%	$ -	#DIV/0!

500-RCDC
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
NON-PROJECT RELATED	210,000.00	16,182.84	16,182.84	7.71	193,817.16
TOTAL REVENUES	210,000.00	16,182.84	16,182.84	7.71	193,817.16
EXPENDITURE SUMMARY					
ECONOMIC DEVELOPMENT	20,000.00	0.00	0.00	0.00	20,000.00
NON-PROJECT RELATED	77,000.00	0.00	0.00	0.00	77,000.00
ADDITIONAL NEW PROJECTS	108,000.00	0.00	0.00	0.00	108,000.00
TOTAL EXPENDITURES	205,000.00	0.00	0.00	0.00	205,000.00
REVENUES OVER/(UNDER) EXPENDITURES	5,000.00	16,182.84	16,182.84		(11,182.84)

500-RCDC

08.33% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-PROJECT RELATED					
TAXES					
500-4-90-4000 SALES TAX REVENUE	200,000.00	16,182.84	16,182.84	8.09	183,817.16
TOTAL TAXES	200,000.00	16,182.84	16,182.84	8.09	183,817.16
INVESTMENT INCOME					
500-4-90-4400 INTEREST INCOME	10,000.00	0.00	0.00	0.00	10,000.00
500-4-90-4401 INTEREST INCOME - CHECKING	0.00	0.00	0.00	0.00	0.00
TOTAL INVESTMENT INCOME	10,000.00	0.00	0.00	0.00	10,000.00
MISCELLANEOUS REVENUE					
500-4-90-4581 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL NON-PROJECT RELATED	210,000.00	16,182.84	16,182.84	7.71	193,817.16
TOTAL REVENUES	210,000.00	16,182.84	16,182.84	7.71	193,817.16

08.33% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT					
OTHER NON-DEPARTMENTAL					
500-5-80-5524 ROLLINGWOOD BUS PROMOTION	20,000.00	0.00	0.00	0.00	20,000.00
500-5-80-5527 COVID-19 RELIEF PROGRAM	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER NON-DEPARTMENTAL	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL ECONOMIC DEVELOPMENT	20,000.00	0.00	0.00	0.00	20,000.00
NON-PROJECT RELATED					
CONTRACTUAL SERVICES					
500-5-90-5275 ADMIN SERVICES AGREEMENT	72,000.00	0.00	0.00	0.00	72,000.00
TOTAL CONTRACTUAL SERVICES	72,000.00	0.00	0.00	0.00	72,000.00
MISCELLANEOUS OTHER EXP					
500-5-90-5340 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
500-5-90-5380 LEGAL EXPENSES	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL MISCELLANEOUS OTHER EXP	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL NON-PROJECT RELATED	77,000.00	0.00	0.00	0.00	77,000.00
ADDITIONAL NEW PROJECTS					
MISCELLANEOUS OTHER EXP					
500-5-95-5387 MOPAC LEGAL EXPENSES	0.00	0.00	0.00	0.00	0.00
500-5-95-5388 PARK IMPROVEMENT PROJECT	50,000.00	0.00	0.00	0.00	50,000.00
500-5-95-5389 COMPREHENSIVE PLAN	0.00	0.00	0.00	0.00	0.00
500-5-95-5390 COMMERCIAL CODES UPDATES COMP	0.00	0.00	0.00	0.00	0.00
500-5-95-5391 MOBILITY, CONNECTIVITY & SAFET	55,000.00	0.00	0.00	0.00	55,000.00
500-5-95-5392 PARK AMENITIES AND PROMOTION	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL MISCELLANEOUS OTHER EXP	108,000.00	0.00	0.00	0.00	108,000.00
TOTAL ADDITIONAL NEW PROJECTS	108,000.00	0.00	0.00	0.00	108,000.00
TOTAL EXPENDITURES	205,000.00	0.00	0.00	0.00	205,000.00
REVENUES OVER/(UNDER) EXPENDITURES	5,000.00	16,182.84	16,182.84		(11,182.84)

Crossroads utility services

2601 Forest Creek Dr.
Round Rock, TX 78665
512-246-1400
www.crossroadsus.com

Invoice 11580

Date: November 4, 2025

Bill To:
City of Rollingwood
403 Nixon Avenue
Rollingwood, TX 78746

	Oct-25
	Operations & Maintenance
DESCRIPTION	AMOUNT
Basic Service	$ 14,915.00
Lift Station	$ 1,730.15
Water Distribution	$ 11,358.14
Wastewater Collection	$ 283.49
Grinder Pump Issues	$ 4,164.24
Total	$ 32,451.02

BILLED - SERVICE ORDER SUMMARY

BILLING CYCLE: OCTOBER 2025

CITY OF ROLLINGWOOD

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
BASIC SERVICE									
483489A	10/24/25	10/24/25	403 NIXON AVENUE	BASIC SERVICE	0.00	0.00	14,915.00	0.00	14,915.00
							BASIC SERVICE SUBTOTAL		**14,915.00**
GRINDER PUMP ISSUES									
471915A	07/14/25	10/09/25	1 WESTGATE CIR	TANK WAS FULL, PUMP NON-OPERATIONAL. BARRELS USED TO MANAGE FLOW UNTIL HYDRO SOURCE REPAIR. 7/14/25 HYDRO SOURCE: REPLACED CORRODED EQD; CABLE TESTED GOOD. FOUND SHORTS AND DRY-RUN RISK. PULLED PUMP, INSTALLED RED LOANER. WILL RETURN WITH NEW SIMPLEX PROTECT PLUS. SITE CLEANED, CUSTOMER NOTIFIED.	246.75	152.68	28.75	3,736.06	4,164.24
							GRINDER PUMP ISSUES SUBTOTAL		**4,164.24**
LIFT STATION									
471009A	07/05/25	09/29/25	CORW - LS4 - ROCKWAY COVE	RMS REPORTED PROBLEM - REPORTING HIGH LEVEL - NOW NORMAL - HAD OPERATOR RESET THE DIALER AND ISSUE WAS RESOLVED	75.00	0.00	0.00	0.00	75.00
473404A	07/22/25	09/30/25	CORW - LS2 - HATLEY DR	RMS REPORTED PROBLEM - GEN RUNNING - NOTIFIED DISTRICT OPERATOR	225.00	0.00	0.00	0.00	225.00
473429A	07/25/25	09/30/25	CORW - LS2 - HATLEY DR	RMS REPORTED PROBLEM - POWER FAIL MONITORED UNTIL SYSTEM WENT BACK TO NORMAL	75.00	0.00	0.00	0.00	75.00
476187A	08/19/25	10/22/25	CORW - LS2 - HATLEY DR	RMS REPORTED PROBLEM - ARRIVED AT FAC FOR POWER LOSS POWER WAS	66.57	29.40	0.00	0.00	

BILLED - SERVICE ORDER SUMMARY
BILLING CYCLE: OCTOBER 2025
CITY OF ROLLINGWOOD

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
LIFT STATION									
				RESTORED RESET DIALER PUT PUMPS IN AUTO TO RUN 15 AS NORMAL NO MORE PROBLEMS FOUND					
479302A	09/16/25	10/20/25	CORW - LS2 - HATLEY DR	ROLLINGWOOD HALEY RESET DIALER DUE TO LISTSTATION PUMP 1 FAILED. BUT BACK TO NORMAL.	17.85	7.35	0.00	0.00	25.20
479856A	09/19/25	10/10/25	CORW - LS3 - ALMARION WAY	COMPLETED PREVENTATIVE MAINT AT FACILITY. RESPONDED TO PUMP 1 NOT PUMPING. I CYCLED TO POWER TO THE UFD AND WAS ABLE TO GET THE PUMP TO START. I NOTICED THE AMPS WERE 4.7 DUE TO THE UFD FREQUENCY SET TO 45 HZ. I ADJUSTED IT UP TO 60 HZ AND THE PUP AS PULLING 8L7 AMPS. STATION RETURNED TO NORMAL OPERATIONS.	272.40	93.14	0.00	0.00	365.54
481547A	10/06/25	10/16/25	CORW - LS3 - ALMARION WAY	COMPLETED WORK ON PUMP TROUBLESHOOT. WE RESPONDED TO NO RUN TIMES ON PUMP 1. WHEN WE ARRIVED PUMP 1 VFD WAS TRIPPED. WE RESET THE VFD AND WE WERE ABLE TO RUN PUMP. THE PUMP WAS PULLING 5.4 AMPS. WE PULLED THE PUMP AND FOUND NO DEBRIS. WE REINSTALLED AND THE PUMP IS WORKING FINE.	272.40	76.34	28.75	0.00	377.49
481904A	10/09/25	10/17/25	CORW - LS3 - ALMARION WAY	FACILITY WORK COMPLETED. RETURNED TO REPLACE BROKEN CHAIN ON PUMP 2. INSTALLED NEW CHAIN AND SHACKLES. TESTED BOTH PUMPS AND VERIFIED PUMPS ARE WORKING. ISSUE RESOLVED.	279.00	76.34	135.61	0.00	490.95
				LIFT STATION SUBTOTAL					**1,7**

BILLED - SERVICE ORDER SUMMARY
BILLING CYCLE: OCTOBER 2025
CITY OF ROLLINGWOOD

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
WATER DISTRIBUTION									
474785A	08/07/25	10/06/25	302 ALMARION DR	EXCAVATED & MOVED METER. EXCAVATED AND INSTALLED A NEW TAP FOR 302 ALMARION DR. THE PREVIOUS SERVICE LINE HAD BEEN ABANDONED BY THE ROLLINGWOOD CREW, NECESSITATING THE INSTALLATION OF A NEW SERVICE LINE.	3,688.41	3,050.02	1,048.04	0.00	7,786.47
474993A	08/08/25	10/16/25	103 WALLIS DR	TOOK SPECIAL SAMPLE - COLLECTED A SPECIAL BAC T AND DELIVERED TO THE LAB - DUE TO THE MAIN LINE BREAK	55.13	29.40	0.00	0.00	84.53
475920A	08/14/25	09/30/25	4807 TIMBERLINE DRIVE	REPLACED CONCRETE AFTER TAP REPAIR. COMPLETED AND POURED CONCRETE FOLLOWING THE RECENT NEW TAP LINE REPAIR.	1,355.58	1,105.36	234.01	0.00	2,694.95
475930A	08/15/25	09/30/25	302 ALMARION DR	INVESTIGATED POSSIBLE LEAK. AFTER INVESTIGATION, IT WAS DETERMINED THAT THE CUSTOMER'S BACKFLOW PREVENTER WAS LEAKING ON THEIR SIDE. THE HOMEOWNER WAS NOTIFIED OF THE ISSUE.	299.53	76.34	0.00	0.00	375.87
477251A	08/27/25	10/23/25	IN DISTRICT ROLLINGWOOD	PICKED UP LEAD/COPPER BOTTLE DROPPED OFF AT OFFICE	44.37	29.40	0.00	0.00	73.77
479380A	09/06/25	09/30/25	102 LAURA LN	CUSTOMER SIDE IRRIGATION LEAK. TRIED TO WALK CALLER THROUGH TURNING WATER OFF. SENT INFO TO CITY STAFF TO RESOLVE.	75.00	0.00	0.00	0.00	75.00
481237A	10/02/25	10/06/25	IN DISTRICT ROLLINGWOOD	MET WITH ANTEA TO TAKE SAMPLING THROUGH OUT DISTRICT.	44.37	29.40	0.00	0.00	73.77
481773A	10/08/25	10/09/25	IN DISTRICT ROLLINGWOOD	TOTAL COLIFORM & LEAD & COPPEER SAMPLES.	0.00	0.00	0.00	193.78	193.78

BILLED - SERVICE ORDER SUMMARY

BILLING CYCLE: OCTOBER 2025

								WATER DISTRIBUTION SUBTOTAL	**11,358.14**

WASTEWATER COLLECTION

476708A	08/24/25	10/06/25	4916 TIMBERLINE DRIVE	CUSTOMER PROBLEM-DISTRICT LINES CLEAR. ARRIVED AT THE PROVIDED ADDRESS AND OBSERVED SEWAGE PRESENT IN THE YARD. LOCATED A BURIED CUSTOMER CLEANOUT. WITH ASSISTANCE FROM A ROLLINGWOOD OFFICIAL WHO PROVIDED A SEWER CAMERA, IT WAS DETERMINED THAT THE BACKUP IS ON THE CUSTOMER'S SIDE OF THE LINE.	192.97	76.34	14.18	0.00	283.49
								WASTEWATER COLLECTION SUBTOTAL	**283.49**
				LABOR/EQUIPMENT/MATERIAL/SUBCON TOTALS	7,285.33	4,831.51	16,404.34	3,929.84	

GRAND TOTAL	**32,451.02**

Crossroads utility services
2601 Forest Creek Dr
Round Rock, TX 78665-1232

Statement #: 11580

Statement

Month: OCTOBER 2025
Client: CITY OF ROLLINGWOOD
Statement Date: 11/04/25

Work Category	Amount
BASIC SERVICE	$14,915.00
GRINDER PUMP ISSUES	$4,164.24
LIFT STATION	$1,730.15
WATER DISTRIBUTION	$11,358.14
WASTEWATER COLLECTION	$283.49
Total This Statement:	**$32,451.02**

Invoice for Basic Service

Crossroads Utility Services
2601 Forest Creek Dr.
Round Rock, TX 78665
Phone: 281-620-3986
Fax:

Client:
CITY OF ROLLINGWOOD

Billing Cycle:
OCTOBER

Operations Fee - Wastewater System	$8,165.00
Operations Fee - Water System	$6,750.00
Total BASIC SERVICE	**$14,915.00**

Crossroads Utility Services

Inv # 11580-2
BCycle OCTOBER 2025
SvrOrd# 471915
Page # 1

Invoice Date: 11/04/25 **Department:** SANITARY
District: CITY OF ROLLINGWOOD
Location: 1 WESTGATE CIR
Reported By: KLOCEK JONATHAN R
Telephone Number:
GRINDER PUMP ISSUES
Date Completed: 10/09/25

Description of Work Performed:

TANK WAS FULL, PUMP NON-OPERATIONAL. BARRELS USED TO MANAGE FLOW UNTIL HYDRO SOURCE REPAIR. 7/14/25 HYDRO SOURCE: REPLACED CORRODED EQD; CABLE TESTED GOOD. FOUND SHORTS AND DRY-RUN RISK. PULLED PUMP, INSTALLED RED LOANER. WILL RETURN WITH NEW SIMPLEX PROTECT PLUS. SITE CLEANED, CUSTOMER NOTIFIED.

Description		Qty	Price	Amount
Material				
TIER ONE		1.00	28.7500	28.75
	Material			**28.75**
Subcontract				
HYDRO SOURCE 10941		1.00	3,736.0625	3,736.06
	Subcontract			**3,736.06**
			Service Order Total:	**3,764.81**

Hydro Source Services, Inc.
14 Applegate Cir
Round Rock, TX 78665 US
+15125726188
accounting@hydrosourcetx.com

INVOICE

BILL TO
CROSSROADS UTILITY
SERVICES, LLC
2601 FOREST CREEK DRIVE
ROUND ROCK, TX 78665
(512) 246-1400

SHIP TO
CROSSROADS UTILITY
SERVICES, LLC
2601 FOREST CREEK DRIVE
ROUND ROCK, TX 78665
(512) 246-1400

INVOICE # 10941
DATE 07/25/2025

TRACKING NO.
11568

PO
1 Westgate Cir PO#43465

ITEM	DESCRIPTION	QTY	EACH	EXTENDED
LABOR SERVICE CALL	CERTIFIED TECHNICIAN SERVICE CALL	1	405.00	405.00T
LABOR SERVICE CALL	TARIFF FEE - PUMP	1	25.00	25.00T
SD-U200A08AAA	SD-UH, 48" FLEX, NO SC W/ WARRANTY	1	2,650.00	2,650.00T
LABOR SERVICE CALL	CERTIFIED TECHNICIAN SERVICE CALL	1	135.00	135.00T
LABOR SERVICE CALL	CERTIFIED TECHNICIAN / add time on site.	0.25	135.00	33.75T

Work Order Title: 1 Westgate Cir, Austin, TX 78746 PO#43465
OUT:2000's IN: WH951227
Work Order Number: 11568
Work Order Description: Brandon Blaney
07/14/2025, 2:37 PM
On arrival breakers we're on and station was that on level. The equalizer was good, EQD was corroded replaced with new female insert and supply cable tested good. The car duty showed floating shorts to boat switches and pump was also going to run dry. I pulled pump for repair and dropped in red loaner since I did not have a pump for this district. A panel is a black box. We will need to come out and replace it with a new simplex protect plus. Retested with voltage 246 and amps 5.5 all back to normal clean site notified customer.

Messaged Sergio for approval on decom. WOA. -JW 07/18/2025

Approved by Sergio. -JW 07/19/25

SUBTOTAL	3,248.75
TAX	0.00
TOTAL	3,248.75
BALANCE DUE	**$3,248.75**

Crossroads Utility Services

Inv # 11580-3
BCycle OCTOBER 2025
SvrOrd# 481547
Page # 1

Invoice Date: 11/04/25 **Department:** CENTRAL MAINTENANCE
District: CITY OF ROLLINGWOOD
Location: CORW - LS3 - ALMARION WAY
Reported By:
Telephone Number: LIFT STATION
Date Completed: 10/16/25

Description of Work Performed:

COMPLETED WORK ON PUMP TROUBLESHOOT. WE RESPONDED TO NO RUN TIMES ON PUMP 1. WHEN WE ARRIVED PUMP 1 VFD WAS TRIPPED. WE RESET THE VFD AND WE WERE ABLE TO RUN PUMP. THE PUMP WAS PULLING 5.4 AMPS. WE PULLED THE PUMP AND FOUND NO DEBRIS. WE REINSTALLED AND THE PUMP IS WORKING FINE.

	Description		Qty	Price	Amount
Material					
	TIER 1 MATERIALS		1.00	28.7500	28.75
		Material			**28.75**
				Service Order Total:	**28.75**

Crossroads Utility Services

Inv # 11580-4
BCycle OCTOBER 2025
SvrOrd# 481904
Page # 1

Invoice Date: 11/04/25 **Department:** FACILITIES
District: CITY OF ROLLINGWOOD
Location: CORW - LS3 - ALMARION WAY
Reported By:
Telephone Number: LIFT STATION
Date Completed: 10/17/25

Description of Work Performed:

FACILITY WORK COMPLETED. RETURNED TO REPLACE BROKEN CHAIN ON PUMP 2. INSTALLED NEW CHAIN AND SHACKLES. TESTED BOTH PUMPS AND VERIFIED PUMPS ARE WORKING. ISSUE RESOLVED.

	Description		Qty	Price	Amount
Material					
	LOWES 90572		1.00	106.8580	106.86
	TIER 1 MATERIALS		1.00	28.7500	28.75
		Material			**135.61**
				Service Order Total:	**135.61**

SO # 481904A

LOWE'S®

LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
201 ED SCHMIDT BOULEVARD
HUTTO, TX 78634 (512) 846-1620

- SALE -

SALES#: S26706JR 5358934 TRANS#: 224138549 10-09-25

1290659 BHK 5/16 IN SS ANCR SHCKL	13.84
7.28 DISCOUNT EACH -0.36	
2 @ 6.92	
1290658 KCHN 1/4 IN SS ANCR SHACK	12.88
6.78 DISCOUNT EACH -0.34	
2 @ 6.44	
1329423 RB 3/16-IN BTF ZP PROOF C	66.20
3.48 DISCOUNT EACH -0.17	
20 @ 3.31	
SUBTOTAL:	92.92
TOTAL TAX:	0.00
INVOICE 90572 TOTAL:	92.92
LAR:	92.92

TOTAL SAVINGS THIS TRIP: $4.80

LAR: XXXXXXXXXXXX6889 AMOUNT: 92.92 AUTHCD: 001063
KEYED REFID:905720 10/09/25 10:06:55
LAR PO: 45187
ACCOUNT NAME: CROSSROADS UTILITY SERVIC
AUTH BUYER: CURRIE CHRIS

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION

Crossroads Utility Services

Inv # 11580-5
BCycle OCTOBER 2025
SvrOrd# 474785
Page # 1

Invoice Date: 11/04/25 **Department:** EXCAVATIONS
District: CITY OF ROLLINGWOOD
Location: 302 ALMARION DR
Reported By: MANKINS, PETE **Telephone Number:**
WATER DISTRIBUTION
Date Completed: 10/06/25

Description of Work Performed:

EXCAVATED & MOVED METER. EXCAVATED AND INSTALLED A NEW TAP FOR 302 ALMARION DR. THE PREVIOUS SERVICE LINE HAD BEEN ABANDONED BY THE ROLLINGWOOD CREW, NECESSITATING THE INSTALLATION OF A NEW SERVICE LINE.

	Description	Qty	Price	Amount
Material				
	BEDROCK 2-8556, 2-8561	1.00	523.2500	523.25
	C&M X499764	1.00	326.9910	326.99
	8" X 1" IP TAPPING SADDLE O.D. 8.63-9.05	1.00	170.8440	170.84
	1" SDR9 BLACK POLY TUBING	30.00	0.5520	16.56
	1" INSERT STIFFNER	4.00	2.5990	10.40
	Material			**1,048.04**
			Service Order Total:	**1,048.04**

SO # 4747851

[redacted] STONE & DESIGN

ROCK III
13652 HWY 71 W
Bee Cave
TX 78738
Tel: 512-263-2288
austinrockyard.com
bedrockpictures@gmail.com

Date: 8/7/2025 3:04:46 PM
INVOICE No: 2-8561
PO Number: 438947
Cashier: ROCK3

Customer: JOE MOLINA
CROSSROAD UTILITY SERVICE

Description	Qty	Price	Ext.Price
SANDY LOAM (YD)			
365A	3 @	$65.00	$195.00
	Total:		$195.00
Tendered:			$195.00
Visa:			$195.00

Card #: **********9267
Element TransID: 1030572041

BAG & PALLET DEPOSITS ARE ELIGIBLE FOR A FULL REFUND WITHIN 30 DAYS WITH PROOF OF PURCHASE.

AFTER 30 DAYS, A STORE CREDIT (NOT INCLUDING TAXES) WILL BE ISSUED TOWARDS A NEW PURCHASE, WITH MANAGER APPROVAL.

ALL OTHER SALES ARE FINAL.
NATURAL STONE IS A PRODUCT OF MOTHER NATURE AND WILL ALWAYS VARY IN COLOR, TEXTURE AND PHYSICAL PROPERTIES.

SOH-4174785 1

STONE & DESIGN

ROCK III
13652 HWY 71 W
Bee Cave
TX 78738
Tel: 512-263-2288
austinrockyard.com
bedrockpictures@gmail.com

Date: 8/7/2025 1:47:50 PM
INVOICE No: 2-8556
PO Number: 43894
Cashier: ROCK3

Customer: JOE MOLINA
CROSSROAD UTILITY SERVICE

Description	Qty	Price	Ext.Price
ROAD BASE STANDARD (YD) 364A	4 @	$65.00	$260.00T

Sub Total:	$260.00
TAX 8.25%:	$21.45
Total:	$281.45
	$281.45
Tendered:	$281.45

Visa:
Card #: **********9267
Element TransID: 1029696034

BAG & PALLET DEPOSITS ARE ELIGIBLE FOR A FULL REFUND WITHIN 30 DAYS WITH PROOF OF PURCHASE.

AFTER 30 DAYS, A STORE CREDIT (NOT INCLUDING TAXES) WILL BE ISSUED TOWARDS A NEW PURCHASE, WITH MANAGER APPROVAL.

ALL OTHER SALES ARE FINAL.
NATURAL STONE IS A PRODUCT OF MOTHER NATURE AND WILL ALWAYS VARY IN COLOR, TEXTURE AND PHYSICAL PROPERTIES.

SIGNATURE: _____

THANK YOU FOR YOUR BUSINESS!

DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	X499764
Invoice Date	25
Account #	36
Sales Rep	MATTHEW DULOCK
Phone #	512-990-8470
Branch #160	Pflugerville, TX
Total Amount Due	$284.34

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CROSSROADS UTILITY SVCS LLC
2601 FOREST CREEK DR
ROUND ROCK TX 78665 1232

Shipped To:
CUSTOMER PICK-UP

474785A

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/06/25	8/06/25	ROLLING WOOD				WILL CALL	X499764

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
30I20B10NL	2X1 BRASS BUSHING NO LEAD (I)	2	2		21.66000	EA	43.32
3610F1100GNL	F1100-4-G-NL 1 KEY CORP STOP MIPTXGJ CTS NO LEAD	1	1		82.88000	EA	82.88
3710KV43444WGNL	KV43-444W-G-NL 1 ANG KEY MTR VLV GJ CTSXMNUT LW NO LEAD	1	1		91.29000	EA	91.29
45D1200DIRB	12 D1200 PLAS MTR BOX PLAS/RD W/PLAS COVER & READER LID	1	1		66.85000	EA	66.85

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: OMAR

Subtotal:	284.34
Other:	.00
Tax:	.00
Invoice Total:	$284.34

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

Crossroads Utility Services

Inv # 11580-6
BCycle OCTOBER 2025
SvrOrd# 475920
Page # 1

Invoice Date: 11/04/25 **Department:** CONCRETE
District: CITY OF ROLLINGWOOD
Location: 4807 TIMBERLINE DRIVE
Reported By: WEST MR & MRS CHARLES B. **Telephone Number:**
WATER DISTRIBUTION
Date Completed: 09/30/25

Description of Work Performed:

REPLACED CONCRETE AFTER TAP REPAIR. COMPLETED AND POURED CONCRETE FOLLOWING THE RECENT NEW TAP LINE REPAIR.

	Description		Qty	Price	Amount
Material					
	CONCRETE BAGS 10385		1.00	195.5000	195.50
	REBAR 9883		1.00	17.2500	17.25
	BAG 6 INCH TIES BARS 4660136		1.00	21.2635	21.26
		Material			**234.01**
				Service Order Total:	**234.01**

Crossroads Utility Services

Inv # 11580-7
BCycle OCTOBER 2025
SvrOrd# 481773
Page # 1

Invoice Date: 11/04/25 **Department:** SUB-OPER
District: CITY OF ROLLINGWOOD
Location: IN DISTRICT ROLLINGWOOD
Reported By:
Telephone Number: WATER DISTRIBUTION
Date Completed: 10/09/25

Description of Work Performed:

TOTAL COLIFORM & LEAD & COPPEER SAMPLES.

Description		Qty	Price	Amount
Subcontract				
AQUA TECH 79935		1.00	193.7750	193.78
	Subcontract			**193.78**
		Service Order Total:		**193.78**

AQUA-TECH LABORATORIES, INC.
635 Phil Gramm Blvd., Bryan TX 77807
P: (979)778-3707, F: (979)778-3193
email: accounting@aqua-techlabs.com

Invoice

Invoice Number: 79935
Invoice Date: 10/3/2025

Bill To:	Comments:
Crossroads Utility Service 2601 Forest Creek Dr. ROUND ROCK, TX 78665-1232	September 2025 Analysis Rollingwood

Customer ID	Customer PO	Payment Terms	Due Date	Discount
Crossroads Utility Service	*	NET 30 Days	11/2/2025	

Quantity	Item ID & Matrix	Description (see key below)	Unit Price	Amount
4	A Total Coliform DW	Total Coliform SM 9223 [NEL]	26.00	104.00
1	Pb and Cu DW	Lead and Copper Analysis - Texas Program EPA 200.7/200.8 [NEL]	59.50	59.50
1	EDD to State	TCEQ reporting for compliance samples	5.00	5.00

Location: A-Austin Laboratory Parameter (all others through Bryan Laboratory)

Matrix Codes: NP-Non Potable Water, DW-Drinking Water, SL-Solid

NEL-NELAC Accredited, SUB-Subcontracted, INF-Informational (not certified)
DWP-Accredited through the TCEQ DW Commercial Lab Approval Program
ANR-Accreditation Not Required

Total Invoice Amount	$168.50
Payments/Credits Applied	$0.00
TOTAL	**$168.50**

Empty sample containers, which may contain site references, will be bagged and disposed via municipal waste collection.

Go paperless! If you prefer to have your invoices e-mailed, please send a request to accounting@aqua-techlabs.com and we will make the change for you.
Thank you for your business!

Crossroads Utility Services

Inv # 11580-8
BCycle OCTOBER 2025
SvrOrd# 476708
Page # 1

Invoice Date: 11/04/25 **Department:** SANITARY
District: CITY OF ROLLINGWOOD
Location: 4916 TIMBERLINE DRIVE
Reported By: GOLD, ROBERT **Telephone Number:**
WASTEWATER COLLECTION
Date Completed: 10/06/25

Description of Work Performed:

CUSTOMER PROBLEM-DISTRICT LINES CLEAR. ARRIVED AT THE PROVIDED ADDRESS AND OBSERVED SEWAGE PRESENT IN THE YARD. LOCATED A BURIED CUSTOMER CLEANOUT. WITH ASSISTANCE FROM A ROLLINGWOOD OFFICIAL WHO PROVIDED A SEWER CAMERA, IT WAS DETERMINED THAT THE BACKUP IS ON THE CUSTOMER'S SIDE OF THE LINE.

	Description		Qty	Price	Amount
Material					
	GLOVEWORKS HD L GLOVES		4.00	0.5865	2.35
	MARKING PAINT GREEN		1.00	11.8335	11.83
		Material			**14.18**
				Service Order Total:	**14.18**

K·FRIESE + ASSOCIATES
A LOCHNER COMPANY

City of Rollingwood
ATTN: Alun Thomas
403 Nixon
Rollingwood, Texas 78746

Invoice Date 11/13/25
Invoice No. 2510023

KFA Project No.	Project Name:	Current Invoice Amount	Period Covered
0764	Rollingwood General Engineering Services	$ 18,580.25	October 2025
0924	Rollingwood Water CIP Pkg 1-4	$ 4,491.00	October 2025
	Total this Invoice	**$ 23,071.25**	

Client: City of Rollingwood
Invoice No.: 2510023
Project Description: General Engineering Services
Project Reporting Period: September 27, 2025 to October 24, 2025
Project Manager: Maritza A. Almada, EIT

1. Site Development Plans (Drainage) and RSDP Review

a. Drainage Plan Reviews

Lochner Task No.	Project Address	Status	Date Returned
434	3206 Pickwick Lane	New Pool Review 1 - Returned	10/13/25
461	3217 Pickwick Lane	Pre-Review Questions - Returned	10/10/25
710	401 Inwood	Drainage Questions – In Coordination	--
460	4831 Rollingwood	Drainage Review 2 - Accepted	10/15/25
434	3206 Pickwick Lane	New Pool Review 2 - Returned	10/21/25
442	5009 Timberline	Drainage Revisions Review 2 - Accepted	10/21/25

b. Residential Stormwater Discharge Permit (RSDP)

Lochner Task No.	Project Address	Status	Date Returned

c. Drainage Plan Inspections

Lochner Task No.	Project Address	Status	Date Returned
416	6 Pleasant Cove	Drainage Observation - Returned	10/23/25
398	4808 Timberline	Drainage Observation 2 - Returned	10/20/25
404	6 Timberline Ridge	Drainage Observation - Returned	10/02/25

2. Zoning Reviews for Site Development Plans

Lochner Task No.	Project Address	Status	Date Returned
715	3206 Pickwick Lane	New Pool Review 1 - Returned	10/13/25

3. Plat Reviews

Lochner Task No.	Project Address	Status	Date Returned

4. Right-of-Way Reviews

Lochner Task No.	Project Address	Status	Date Returned

5. Work Authorization Project Updates

Project	Project Summary	Status	Next steps
WA03 Hubbard, Hatley, Drainage Improvements PS&E	Preparation of plans, specifications and estimates for the development of a construction bid package. Option 2 from the PER has been selected as the preferred option which proposes to construct a storm drain system from the creek at Almarion Way extending upstream to Hatley, Hubbard and Pickwick.	Project in construction. Work in progress includes construction of storm drain on Almarion Way and Hubbard.	On-going
WA04 Nixon/Pleasant Drainage Improvements PS&E	Preparation of plans, specifications and estimates for the development of a construction bid package. This will include channel improvements and Segment 1 of the storm sewer improvements.	Work in progress includes mill and overlay of pavement. Installed safety grate at storm drain headwall Project completion anticipated by Dec. 2025.	On-going
WA07 Water CIP Bond Program – Packages 1-4	Residents of Rollingwood approved Bond Proposition A, a $5.3M bond to fund improvements to the city's water system as identified in the City's Water Capital Improvements Plan (CIP).	Project is in construction and nearing completion.	On-going

6. General Engineering Services

Task	Assignment Summary	Status	Next steps
General	General coordination with City staff regarding engineering services, monthly report preparation and attendance of meeting, as requested.	On-Going. Bi-weekly meetings Met with COA 10/3 to discuss Rollingwood's detention rules	Ongoing Coordination.
Development Services	Coordination with City staff regarding on-going development services.	On-going for developments.	
MS4 Compliance	Coordination with City staff on compliance with the Storm Water Management Permit for the 2025 calendar year.	2024 Stormwater Management Program was Approved by TCEQ on 09/05/2025.	Present to City Council next year. Continue tracking Storm Water Management Plan.
Development Services – Code revisions	Request from Council member Brooke Brown related to code questions and recommendations for addressing concerns. Relates to rainwater harvesting tank, drainage facilities in easement, excavation of rock, excavation near trees, drainage facility definitions.	Lochner is preparing recommendations related to these issues for review by the City.	Submit Code Revisions Memo to the City.
Water Rights Application (LCRA)	City is applying to secure their own water rights with LCRA, as they currently have a wholesale agreement through the City of Austin.	Presented at City Council on 08/20/2025 and resubmitted to LCRA.	The City has the updated application and will mail to LCRA.
Rollingwood Park Drainage Improvements	Coordination with City staff and IWS for the park detention pond and retaining wall improvements. Supporting review of submitted plans.	Inactive.	

Task	Assignment Summary	Status	Next steps
Drainage Issue at Vale and Bettis	City request to review the drainage issue at Vale and Bettis and provide recommendations for next steps. Drainage issue: Runoff within roadway on Bettis and along Vale results in property flooding issues. Objective is to identify opportunities to reduce flood risk.	Lochner developed conceptual solutions consisting of 2 options. Option 1 construction of a valley gutter with curb and pavement improvements. Option 2 consists of full reconstruction of intersection,	Review draft options with city staff and present to Council at November Meeting.
City of Austin Atlas 14 Floodplain Update	The City of Austin has begun a five-year effort to update floodplain maps in the Austin area. The maps are being updated with Atlas 14 rainfall data. Lochner attended COA informational virtual public meeting over Zoom. Eanes Creek is likely to be restudied. It is likely to lead to a floodplain increase, which will impact properties along the creeks.	Inactive. Continue to monitor progress. Have not received any recent updates.	

K FRIESE + ASSOCIATES
A LOCHNER COMPANY

K Friese & Associates, LLC.
1120 South Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
(512) 338-1704

November 13, 2025
Project No: KFA000764
Invoice No: 2510023

Alun Thomas
City of Rollingwood
403 Nixon
Rollingwood, TX 78746

Project **KFA000764** **Rollingwood General Engineering Services**

Professional Services from September 27, 2025 to October 24, 2005

Task **00100** **General Engineering**
Professional Personnel

	Hours	Rate	Amount	
Acosta, Shelby	12.00	138.00	1,656.00	
Almada, Maritza	30.00	179.00	5,370.00	
Brandon, Bernard	8.25	268.00	2,211.00	
Martinez, Christy	.50	105.00	52.50	
Rodriquez, Zane	2.75	142.00	390.50	
Salinas, Abe	2.50	275.00	687.50	
Yamashiro, Charles	3.00	210.00	630.00	
Totals	59.00		10,997.50	
Total Labor				**10,997.50**
			Total this Task	**$10,997.50**

Task **00102** **Water**
Professional Personnel

	Hours	Rate	Amount	
Blackburn, Gregory	2.00	268.00	536.00	
Totals	2.00		536.00	
Total Labor				**536.00**
			Total this Task	**$536.00**

Task **00103** **Wastewater**
Professional Personnel

	Hours	Rate	Amount	
Ballard, Victoria	1.00	142.00	142.00	
Blackburn, Gregory	1.00	268.00	268.00	
Stotts, Matthew	6.50	138.00	897.00	
Totals	8.50		1,307.00	
Total Labor				**1,307.00**
			Total this Task	**$1,307.00**

Task **00106** **Drainage**

Professional Personnel

	Hours	Rate	Amount	
Salinas, Abe	2.50	275.00	687.50	
Totals	2.50		687.50	
Total Labor				**687.50**
			Total this Task	**$687.50**

Task 00107 GIS

Professional Personnel

	Hours	Rate	Amount	
Stotts, Matthew	.50	138.00	69.00	
Totals	.50		69.00	
Total Labor				**69.00**
			Total this Task	**$69.00**

Task 00329 DR-304 Vale

Professional Personnel

	Hours	Rate	Amount	
Brandon, Bernard	.50	268.00	134.00	
Totals	.50		134.00	
Total Labor				**134.00**
			Total this Task	**$134.00**

Task 00398 DR - 4808 Timberline Drive

Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	3.25	179.00	581.75	
Ballard, Victoria	6.00	142.00	852.00	
Brandon, Bernard	1.00	268.00	268.00	
Totals	10.25		1,701.75	
Total Labor				**1,701.75**
			Total this Task	**$1,701.75**

Task 00404 DR - 6 Timberline Ridge

Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	1.00	179.00	179.00	
Brandon, Bernard	.50	268.00	134.00	
Totals	1.50		313.00	
Total Labor				**313.00**
			Total this Task	**$313.00**

Task 00416 DR - 6 Pleasant Cove

Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	6.50	179.00	1,163.50	
Brandon, Bernard	1.00	268.00	268.00	
Totals	7.50		1,431.50	
Total Labor				**1,431.50**

Total this Task	**$1,431.50**

Task 00434 3206 Pickwick Ln (Drainage)
Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	1.75	179.00	313.25	
Brandon, Bernard	1.00	268.00	268.00	
Totals	2.75		581.25	
Total Labor				**581.25**

Total this Task	**$581.25**

Task 00442 5009 Timberline (Drainage)
Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	.75	179.00	134.25	
Brandon, Bernard	1.00	268.00	268.00	
Totals	1.75		402.25	
Total Labor				**402.25**

Total this Task	**$402.25**

Task 00460 4831 Rollingwood Drainage
Professional Personnel

	Hours	Rate	Amount	
Almada, Maritza	1.00	179.00	179.00	
Brandon, Bernard	.50	268.00	134.00	
Totals	1.50		313.00	
Total Labor				**313.00**

Total this Task	**$313.00**

Task 00715 3206 Pickwick Ln (Zoning)
Professional Personnel

	Hours	Rate	Amount	
Rodriquez, Zane	.75	142.00	106.50	
Totals	.75		106.50	
Total Labor				**106.50**

Total this Task	**$106.50**
Total this Phase	**$18,580.25**
Total this Invoice	**$18,580.25**

	Current	Prior	Total
Billings to Date	**18,580.25**	**1,074,279.01**	**1,092,859.26**

Billing Backup

Thursday, November 13, 2025

K Friese & Associates, LLC Invoice 2510023 Dated 11/13/2025 7:26:35 AM

Project KFA000764 Rollingwood General Engineering Services

Task 00100 General Engineering

Professional Personnel

		Hours	Rate	Amount
Acosta, Shelby	10/3/2025	4.00	138.00	552.00
Tc and drainage area exhibit update				
Acosta, Shelby	10/7/2025	3.00	138.00	414.00
exhibti updates for Vale & Bettis				
Acosta, Shelby	10/24/2025	5.00	138.00	690.00
exhiit updates				
Almada, Maritza	9/29/2025	7.00	179.00	1,253.00
Draiange Detention/Ordinances Research				
Invoicing Paperwork				
Bettis/Vale Drainage Analysis coordination & analysis				
Almada, Maritza	9/30/2025	4.00	179.00	716.00
Bettis/Vale Drainage Analysis coordination & analysis				
Almada, Maritza	10/1/2025	1.00	179.00	179.00
Bettis/Vale Drainage Analysis coordination & analysis				
Detention preparation & discussion w/Bernard&Abe				
Almada, Maritza	10/2/2025	4.00	179.00	716.00
Bettis/Vale Drainage Analysis coordination & analysis				
Almada, Maritza	10/3/2025	2.00	179.00	358.00
Discussing Rollingwood's Detention Rules				
Almada, Maritza	10/6/2025	3.00	179.00	537.00
Invoices + submitting progress report to RW for Council Mtg				
Vale+Bettis QC corrections				
Almada, Maritza	10/7/2025	3.00	179.00	537.00
coordination for 4808 timberline + 401 Inwood pending site observation				
Vale + Bettis Exhibit updates for submittal for October Council Meeting				
Almada, Maritza	10/10/2025	2.00	179.00	358.00
3217 Pickwick Lane Review + Coordination				
Almada, Maritza	10/15/2025	1.00	179.00	179.00
mtg w/Abe				
Almada, Maritza	10/20/2025	1.00	179.00	179.00
Monthly Project Review Mtg documents				
Almada, Maritza	10/21/2025	1.50	179.00	268.50
Monthly Project Reviews w/Abe				
Updating Rates coordination w/Accounting per signed amendment				
Almada, Maritza	10/22/2025	.50	179.00	89.50
Vale/Bettis Coordination				
Brandon, Bernard	9/30/2025	.50	268.00	134.00
Rollingwood Detention Discussion				
Brandon, Bernard	10/3/2025	2.00	268.00	536.00
Discuss Rollingwood's Detention Rules				
Email correspondence and internal coordination				
Brandon, Bernard	10/7/2025	.50	268.00	134.00
Rollingwood Quarterly GIS Update				
Brandon, Bernard	10/10/2025	2.00	268.00	536.00
Email correspondence and internal coordination				
Brandon, Bernard	10/17/2025	1.00	268.00	268.00
Email correspondence and internal coordination				
Brandon, Bernard	10/24/2025	2.25	268.00	603.00
Email correspondence and internal coordination				

Martinez, Christy	10/7/2025	.50	105.00	52.50	
Monthly invoicing					
Rodriquez, Zane	10/7/2025	.50	142.00	71.00	
intake and organization of reviews for zoning and drainage					
Rodriquez, Zane	10/13/2025	.50	142.00	71.00	
intake and organization of reviews for zoning and drainage					
Rodriquez, Zane	10/13/2025	1.00	142.00	142.00	
Review (task 740)					
Rodriquez, Zane	10/20/2025	.75	142.00	106.50	
intake and organization of reviews for zoning and drainage					
Salinas, Abe	10/3/2025	1.00	275.00	275.00	
Meeting with City of Austin to discuss City's detention requirements					
Salinas, Abe	10/20/2025	1.00	275.00	275.00	
Code review and recommendations					
Salinas, Abe	10/21/2025	.50	275.00	137.50	
Project review					
Yamashiro, Charles	9/29/2025	1.00	210.00	210.00	
Rough fee and intersection analysis.					
Yamashiro, Charles	9/30/2025	1.00	210.00	210.00	
Rough fee and intersection analysis.					
Yamashiro, Charles	10/1/2025	1.00	210.00	210.00	
Rough fee and intersection analysis.					
Totals		59.00		10,997.50	
Total Labor					**10,997.50**

Total this Task **$10,997.50**

Task 00102 Water

Professional Personnel

		Hours	Rate	Amount	
Blackburn, Gregory	10/6/2025	2.00	268.00	536.00	
Rollingwood Center work order coordination					
Totals		2.00		536.00	
Total Labor					**536.00**

Total this Task **$536.00**

Task 00103 Wastewater

Professional Personnel

		Hours	Rate	Amount	
Ballard, Victoria	10/22/2025	1.00	142.00	142.00	
WW flows review; meeting with matt					
Blackburn, Gregory	10/23/2025	1.00	268.00	268.00	
WW system map, review, city coordination					
Stotts, Matthew	10/17/2025	1.50	138.00	207.00	
WW exhibit update					
Stotts, Matthew	10/20/2025	4.00	138.00	552.00	
GIS WW exhibit update					
Stotts, Matthew	10/22/2025	1.00	138.00	138.00	
GIS WW exhibit update					
Totals		8.50		1,307.00	
Total Labor					**1,307.00**

Total this Task **$1,307.00**

Task 00106 Drainage

Professional Personnel

		Hours	Rate	Amount	
Salinas, Abe	9/29/2025	1.00	275.00	275.00	
Bettis/Vale prgress review					
Salinas, Abe	10/15/2025	1.00	275.00	275.00	
Bettis/Vale design review					
Salinas, Abe	10/24/2025	.50	275.00	137.50	
Vale/Bettis coordination					
Totals		2.50		687.50	
Total Labor					**687.50**

Total this Task **$687.50**

Task 00107 GIS

Professional Personnel

		Hours	Rate	Amount	
Stotts, Matthew	10/7/2025	.50	138.00	69.00	
Quarterly GIS meeting					
Totals		.50		69.00	
Total Labor					**69.00**

Total this Task **$69.00**

Task 00329 DR-304 Vale

Professional Personnel

		Hours	Rate	Amount	
Brandon, Bernard	10/2/2025	.50	268.00	134.00	
Task 329 304 Vale Drainage Observation QC					
Totals		.50		134.00	
Total Labor					**134.00**

Total this Task **$134.00**

Task 00398 DR - 4808 Timberline Drive

Professional Personnel

		Hours	Rate	Amount
Almada, Maritza	10/2/2025	1.00	179.00	179.00
4808 Timberline Reviewing As-Builts, updating DOR				
Almada, Maritza	10/8/2025	1.00	179.00	179.00
coordination internally&externally for drainage observation				
Almada, Maritza	10/9/2025	1.00	179.00	179.00
reviewing findings and DOR				
Almada, Maritza	10/20/2025	.25	179.00	44.75
4808 Timberline Reviewing DOR				
Ballard, Victoria	10/7/2025	.50	142.00	71.00
Updated plans review meeting				

Ballard, Victoria	10/9/2025	5.50	142.00	781.00	
site visit, DO report, meeting					
Brandon, Bernard	10/23/2025	1.00	268.00	268.00	
Task 398 4808 Timberline Drive Drainage Observation QC					
Totals		10.25		1,701.75	
Total Labor					**1,701.75**
			Total this Task		**$1,701.75**

Task 00404 DR - 6 Timberline Ridge

Professional Personnel

		Hours	Rate	Amount	
Almada, Maritza	9/30/2025	1.00	179.00	179.00	
Drainage Observation Report CO recommendation					
Brandon, Bernard	10/2/2025	.50	268.00	134.00	
Task 404 6 Timbeline Ridge Drainage Observation QC					
Totals		1.50		313.00	
Total Labor					**313.00**
			Total this Task		**$313.00**

Task 00416 DR - 6 Pleasant Cove

Professional Personnel

		Hours	Rate	Amount	
Almada, Maritza	9/30/2025	2.00	179.00	358.00	
6 Pleasant Cove reviewing documents for observation.					
Almada, Maritza	10/1/2025	4.00	179.00	716.00	
6 Pleasant Cove Drainage Observation, travel, report					
Almada, Maritza	10/23/2025	.50	179.00	89.50	
6 Pleasant Cove Drainage Observation Report updates per As-Builts					
Brandon, Bernard	10/2/2025	.50	268.00	134.00	
Task 416 6 Pleasant Cove Drainage Observation QC					
Brandon, Bernard	10/23/2025	.50	268.00	134.00	
Task 416 6 Pleasant Cove Drainage Observation QC					
Totals		7.50		1,431.50	
Total Labor					**1,431.50**
			Total this Task		**$1,431.50**

Task 00434 3206 Pickwick Ln (Drainage)

Professional Personnel

		Hours	Rate	Amount	
Almada, Maritza	10/8/2025	1.00	179.00	179.00	
3206 Pickwick New Pool Review 1					
Almada, Maritza	10/21/2025	.75	179.00	134.25	
3206 Pickwick Lane New Pool Review 2					
Brandon, Bernard	10/8/2025	.50	268.00	134.00	
Task 434 3206 Pickwick Ln Drainage New Pool Review 1 QC (0.5-hr)					
Brandon, Bernard	10/23/2025	.50	268.00	134.00	
Task 434 3206 Pickwick Ln New Pool Drainage Review 2 QC					
Totals		2.75		581.25	
Total Labor					**581.25**

Total this Task **$581.25**

Task 00442 5009 Timberline (Drainage)

Professional Personnel

		Hours	Rate	Amount
Almada, Maritza	10/21/2025	.75	179.00	134.25
5009 Timberline Revisions Review 2 and Acceptance Letter				
Brandon, Bernard	10/23/2025	1.00	268.00	268.00
Task 442 5009 Timberline Drainage Revision Review 2 and Acceptance Letter				
Totals		1.75		402.25
Total Labor				**402.25**

Total this Task **$402.25**

Task 00460 4831 Rollingwood Drainage

Professional Personnel

		Hours	Rate	Amount
Almada, Maritza	10/15/2025	1.00	179.00	179.00
Drainage Review 2 and Acceptance Letter				
Brandon, Bernard	10/16/2025	.50	268.00	134.00
Task 460 4831 Rollingwood Drainage Review 2 and Acceptance Letter QC (0.5-hr)				
Totals		1.50		313.00
Total Labor				**313.00**

Total this Task **$313.00**

Task 00715 3206 Pickwick Ln (Zoning)

Professional Personnel

		Hours	Rate	Amount
Rodriquez, Zane	10/7/2025	.75	142.00	106.50
Pool Review				
Totals		.75		106.50
Total Labor				**106.50**

Total this Task **$106.50**

Total this Phase **$18,580.25**

Total this Project **$18,580.25**

Total this Report **$18,580.25**

K FRIESE + ASSOCIATES
A LOCHNER COMPANY

K Friese & Associates, LLC.
1120 South Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
(512) 338-1704

November 3, 2025
Project No: KFA000924
Invoice No: 2510024

Alun Thomas
City of Rollingwood
403 Nixon
Rollingwood, TX 78746

Project **KFA000924** **Rollingwood_Water CIP Pkg 1-4**

Professional Services from September 27, 2025 to October 24, 2025

Task **00121** **Raba Kistner - Geotech (Sc)**
Fee

Total Fee	10,500.00			
Percent Complete	100.00	Total Earned	10,500.00	
		Previous Fee Billing	10,500.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**0.00**

Task **00400** **Construction Oversight**
Professional Personnel

	Hours	Rate	Amount	
Ballard, Victoria	5.00	142.00	710.00	
Blackburn, Gregory	3.50	268.00	938.00	
Hennecke, Noah	6.75	142.00	958.50	
Martinez, Christy	.50	105.00	52.50	
Williams, Philip	2.00	179.00	358.00	
Totals	17.75		3,017.00	
Total Labor				**3,017.00**

Fee

Total Fee	22,500.00			
Percent Complete	42.3944	Total Earned	9,538.75	
		Previous Fee Billing	9,538.75	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**$3,017.00**

Task **00401** **Construction Inspection**

Professional Personnel

	Hours	Rate	Amount	
Blackburn, Gregory	5.50	268.00	1,474.00	
Totals	5.50		1,474.00	
Total Labor				**1,474.00**

Fee

Total Fee	17,100.00			
Percent Complete	30.7602	Total Earned	5,260.00	
		Previous Fee Billing	5,260.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**$1,474.00**
			Total this Phase	**$4,491.00**
			Total this Invoice	**$4,491.00**

	Current	Prior	Total
Billings to Date	**4,491.00**	**412,702.42**	**417,193.42**

Crossroads utility services

OPERATOR'S REPORT

City of Rollingwood







November 19, 2025

MEMORANDUM

To: City Administrator, City of Rollingwood
From: Ben Ingallina, Crossroads Utility Services LLC
Subject: Monthly Report
Date: 11/12/2025

Previous Directives

- *No directives*

Current Operations Report

I. **Utility Operations Report**

A. **Billing Report/ Water Accountability** – Please see enclosed water operations report

B. **Water System Operations and Maintenance** –

a. No items to report

C. **Wastewater Collection System Operations and Maintenance** – No items to report

D. **Lift Station Maintenance** – *See enclosed report*

II. **Customer Service Issues** – No reported issues

III. **Emergency Response Items –** No new items

IV. **Drought Contingency Plan / Watering Restrictions**

a. Lake Travis Level –668.59 Current Storage 896,875 acre-feet (80.1%full) -3.6% down from last month.
b. The City of Austin returned to Conservation Stage Drought Water Use Restrictions (Stage1) watering restrictions – (Started September 2nd 2025) Find Your Watering Day | AustinTexas.gov

(512) 246-1400 2601 Forest Creek Drive, Round Rock, TX 78665 crossroadsus.com

Current Water Restrictions

Austin residents can protect their lakes, the environment, and their future water supply by watering only one day a week. Join your neighbors in helping your community and wallet by adhering to the mandatory watering days and times.

By watering only one day a week with a typical automatic irrigation system rather than two to three times a week, a household could save 7,000 to 14,000 gallons a month. That could be a savings of up to $150 a month, depending on how much additional water is used by a household.

As of September 2, 2025, the City of Austin returned to Conservation Stage Drought Water Use Restrictions.

- **Residential**
  - Hose-end Sprinklers & Drip Irrigation - two days per week - midnight to 10 a.m. or 7 p.m. to midnight.
    - Even addresses – Thursday and Sunday
    - Odd addresses – Wednesday and Saturday
  - Automatic & Manual Irrigation Systems - one day per week - midnight to 10 a.m. or 7 p.m. to midnight.
    - Even addresses - Thursday
    - Odd addresses - Wednesday
- **Commercial / Multi-family**
  - Drip Irrigation - two days per week - midnight to 10 a.m. and/or 7 p.m. to midnight
    - All Addresses- Tuesday and Friday
  - Automatic & Manual Irrigation Systems - one day per week - midnight to 10 a.m. and/or 7 p.m. to midnight
    - Even addresses - Tuesday
    - Odd addresses - Friday
- **Public Schools / HOAs / Golf Course Fairways**
  - Hose-end Sprinklers & Drip Irrigation - two days per week - midnight to 10 a.m. and/or 7 p.m. to midnight
    - All addresses – Monday and Thursday
  - Automatic & Manual Irrigation Systems - one day per week - midnight to 10 a.m. and/or 7 p.m. to midnight
    - All addresses – Monday

- **Wasting water** is prohibited.
- Home car washing must be done with positive shutoff valve.
- Charity car washes can be held at commercial car washes.
- Fountains must recirculate water.
- Restaurants may not serve water unless requested by a customer.
- Patio misters at commercial properties (including restaurants and bars) may only operate between 4 p.m. and midnight.

- **Commercial power/pressure washing equipment** must meet efficiency requirements.
- Golf courses using potable water can only irrigate fairways on their watering day; tees and greens can be watered every other day if Austin Water is notified.
- Irrigation of golf course fairways allowed between midnight and 5:00 a.m. or between 7:00 p.m. and midnight on designated outdoor water-use days only
- Irrigation of golf course greens or tees allowed every other day with notice to and approval by Austin Water only

MEMORANDUM

To: City of Rollingwood
From: Ben Ingallina, Crossroads Utility Services LLC
Subject: Lift Station Report Detail
Date: 11/12/2025

Lift Station 1 – Dellana Ln.

- No issues.

Lift Station 2 – Hatley Dr.

- No issues.

Lift Station 3 – Almarion Way

- No issues. Needs Alterman to come out and quote a repair for the VFD on pump 1.

Lift Station 4- Rockway Cv.

- No issues.

Lift Station 5 – Vale Dr.

- No issues.

Lift Station 6 – Pleasant Cv.

- No issues. Some build up of grease on top.

Lift Station 7 – Nixon Dr.

- No issues.

(512) 246-1400 2601 Forest Creek Drive, Round Rock, TX 78665 crossroadsus.com

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Water Utilities Division

Monthly Operational Report For Public Water Systems Purchasing Treated Water From Another System
Which Uses Surface Water Sources or Groundwater Sources Under The Influence of Surface Water

PUBLIC WATER SYSTEM NAME: **City of Rollingwood** System I.D. #: 2270016

Month: **October 2025** Submitted by: Date:

No. of Connections: **537** License #: Grade:

TREATED WATER PURCHASED FROM A WHOLESALE SUPPLIER

Date	Quantity (mgd)	Date	Quantity (mgd)
1	0.700	16	0.600
2	0.641	17	0.481
3	0.504	18	0.481
4	0.503	19	0.480
5	0.504	20	0.482
6	0.509	21	0.588
7	0.642	22	0.617
8	0.660	23	0.556
9	0.671	24	0.248
10	0.475	25	0.247
11	0.476	26	0.249
12	0.476	27	0.406
13	0.499	28	0.437
14	0.608	29	0.420
15	0.619	30	0.572
		31	0.357

Monthly Summary (mgd)	
Total Monthly Purchase:	15.711
Average Daily:	0.507
Maximum Daily:	0.700
Minimum Daily:	0.247

DISTRIBUTION SYSTEM
(DISINFECTANT RESIDUAL MONITORING)

Minimum allowable disinfectant residual: 0.5 mg/L

Total no. of measurements this month: 31

No. of measurements below the limit: 0

Percentage of the measurements below the limit this month: 0% (1A)

Percentage of the measurements below the limit last month: 0% (1B)

PUBLIC NOTIFICATION

TREATMENT TECHNIQUE VIOLATION	Yes/No	If YES, Date when Notice was Given to the: TCEQ	Customers*
More that 5.0% of the disinfectant residuals in the distribution system below acceptable levels for two consecutive months? - see (1A) and (1B)	NO		

* A sample copy of the Notice to the customers must accompany this report.

MASTER METER REPORT

DISTRICT: **City of Rollingwood** MONTH: **October 2025**

LOCATION: **Bee Cave Woods** I.D. #: **2270016**

		METER #07914810	SIZE 6"	METER #18713312	SIZE 3"	TOTAL FLOW	TOTAL GAL PURCHASED	CHLORINE RESIDUAL
DAY	DATE	A	TH GAL	B	TH GAL	TH GAL	MG	mg/L
Wed	1	223605	601.0	51029	99.0	700.0	0.700	2.2
Thu	2	224206	573.0	51128	68.0	641.0	0.641	2.0
Fri	3	224779	424.0	51196	80.0	504.0	0.504	2.0
Sat	4	225203	424.0	51276	79.0	503.0	0.503	2.5
Sun	5	225627	424.0	51355	80.0	504.0	0.504	2.5
Mon	6	226051	430.0	51435	79.0	509.0	0.509	2.0
Tue	7	226481	558.0	51514	84.0	642.0	0.642	2.2
Wed	8	227039	579.0	51598	81.0	660.0	0.660	2.1
Thu	9	227618	588.0	51679	83.0	671.0	0.671	2.1
Fri	10	228206	397.0	51762	78.0	475.0	0.475	2.2
Sat	11	228603	398.0	51840	78.0	476.0	0.476	2.3
Sun	12	229001	398.0	51918	78.0	476.0	0.476	2.3
Mon	13	229399	421.0	51996	78.0	499.0	0.499	2.2
Tue	14	229820	525.0	52074	83.0	608.0	0.608	2.1
Wed	15	230345	540.0	52157	79.0	619.0	0.619	2.5
Thu	16	230885	518.0	52236	82.0	600.0	0.600	2.4
Fri	17	231403	405.0	52318	76.0	481.0	0.481	2.0
Sat	18	231808	405.0	52394	76.0	481.0	0.481	2.4
Sun	19	232213	405.0	52470	75.0	480.0	0.480	2.3
Mon	20	232618	406.0	52545	76.0	482.0	0.482	2.1
Tue	21	233024	509.0	52621	79.0	588.0	0.588	2.0
Wed	22	233533	539.0	52700	78.0	617.0	0.617	2.0
Thu	23	234072	475.0	52778	81.0	556.0	0.556	2.3
Fri	24	234547	194.0	52859	54.0	248.0	0.248	2.4
Sat	25	234741	194.0	52913	53.0	247.0	0.247	2.4
Sun	26	234935	195.0	52966	54.0	249.0	0.249	2.4
Mon	27	235130	297.0	53020	109.0	406.0	0.406	2.0
Tue	28	235427	343.0	53129	94.0	437.0	0.437	2.2
Wed	29	235770	394.0	53223	25.0	419.0	0.420	2.2
Thu	30	236164	443.0	53248	129.0	572.0	0.572	2.3
Fri	31	236607	256.0	53377	104.0	360.0	0.360	2.1
Sat	1	236863		53481				
Total			13258.0	27140.0	2452.0	15710.0	15.7	
Avg.			427.7		79.1	506.8	0.507	2.2
Max.			601.0		129.0	700.0	0.700	2.5
Min.			194.0		25.0	247.0	0.247	2.0

Operator: _____

MASTER METER REPORT

DISTRICT: **City of Rollingwood** MONTH: **October 2025**

LOCATION: **Hatley MM** I.D. #: **2270016**

		METER	SIZE	METER	SIZE	TOTAL
		No S/n	6"	#151074A	3"	FLOW
DAY	DATE	A	TH GAL	B	TH GAL	TH GAL
Wed	1	101	0.0	7565	0.0	0.0
Thu	2	101	0.0	7565	0.0	0.0
Fri	3	101	0.0	7565	0.0	0.0
Sat	4	101	0.0	7565	0.0	0.0
Sun	5	101	0.0	7565	0.0	0.0
Mon	6	101	0.0	7565	0.0	0.0
Tue	7	101	0.0	7565	0.0	0.0
Wed	8	101	0.0	7565	0.0	0.0
Thu	9	101	0.0	7565	0.0	0.0
Fri	10	101	0.0	7565	0.0	0.0
Sat	11	101	0.0	7565	0.0	0.0
Sun	12	101	0.0	7565	0.0	0.0
Mon	13	101	0.0	7565	0.0	0.0
Tue	14	101	0.0	7565	0.0	0.0
Wed	15	101	0.0	7565	0.0	0.0
Thu	16	101	0.0	7565	0.0	0.0
Fri	17	101	0.0	7565	0.0	0.0
Sat	18	101	0.0	7565	0.0	0.0
Sun	19	101	0.0	7565	0.0	0.0
Mon	20	101	0.0	7565	0.0	0.0
Tue	21	101	0.0	7565	0.0	0.0
Wed	22	101	0.0	7565	0.0	0.0
Thu	23	101	0.0	7565	0.0	0.0
Fri	24	101	0.0	7565	0.0	0.0
Sat	25	101	0.0	7565	0.0	0.0
Sun	26	101	0.0	7565	0.0	0.0
Mon	27	101	0.0	7565	0.0	0.0
Tue	28	101	0.0	7565	0.0	0.0
Wed	29	101	0.0	7565	0.0	0.0
Thu	30	101	0.0	7565	0.0	0.0
Fri	31	101	0.0	7565	3.0	3.0
Sat	1	101		7568		
Total			0.0		3.0	3.0
Avg.			0.0		0.1	0.1
Max.			0.0		3.0	3.0
Min.			0.0		0.0	0.0

Operator: _____

MASTER METER REPORT

DISTRICT: **City of Rollingwood** MONTH: **October 2025**

LOCATION: **Riley MM** I.D. #: **2270016**

		METER	SIZE	METER	SIZE	TOTAL
		No S/N	6"	No S/N	3"	FLOW
DAY	DATE	A	TH GAL	B	TH GAL	TH GAL
Wed	1	3626	0.0	21525	0.0	0.0
Thu	2	3626	0.0	21525	0.0	0.0
Fri	3	3626	0.0	21525	0.0	0.0
Sat	4	3626	0.0	21525	0.0	0.0
Sun	5	3626	0.0	21525	0.0	0.0
Mon	6	3626	0.0	21525	0.0	0.0
Tue	7	3626	0.0	21525	0.0	0.0
Wed	8	3626	0.0	21525	0.0	0.0
Thu	9	3626	0.0	21525	0.0	0.0
Fri	10	3626	0.0	21525	0.0	0.0
Sat	11	3626	0.0	21525	0.0	0.0
Sun	12	3626	0.0	21525	0.0	0.0
Mon	13	3626	0.0	21525	0.0	0.0
Tue	14	3626	0.0	21525	0.0	0.0
Wed	15	3626	0.0	21525	0.0	0.0
Thu	16	3626	0.0	21525	0.0	0.0
Fri	17	3626	0.0	21525	0.0	0.0
Sat	18	3626	0.0	21525	0.0	0.0
Sun	19	3626	0.0	21525	0.0	0.0
Mon	20	3626	0.0	21525	0.0	0.0
Tue	21	3626	0.0	21525	0.0	0.0
Wed	22	3626	0.0	21525	0.0	0.0
Thu	23	3626	0.0	21525	0.0	0.0
Fri	24	3626	0.0	21525	0.0	0.0
Sat	25	3626	0.0	21525	0.0	0.0
Sun	26	3626	0.0	21525	0.0	0.0
Mon	27	3626	0.0	21525	0.0	0.0
Tue	28	3626	0.0	21525	0.0	0.0
Wed	29	3626	0.0	21525	1.0	1.0
Thu	30	3626	0.0	21526	0.0	0.0
Sat	1	3626		21526		
Total			0.0		1.0	1.0
Avg.			0.0		0.0	0.0
Max.			0.0		1.0	1.0
Min.			0.0		0.0	0.0

Operator: _____

Client: City of Rollingwood
Invoice No.: 2510023
Project Description: General Engineering Services
Project Reporting Period: September 27, 2025 to October 24, 2025
Project Manager: Maritza A. Almada, EIT

1. Site Development Plans (Drainage) and RSDP Review

a. Drainage Plan Reviews

Lochner Task No.	Project Address	Status	Date Returned
434	3206 Pickwick Lane	New Pool Review 1 - Returned	10/13/25
461	3217 Pickwick Lane	Pre-Review Questions - Returned	10/10/25
710	401 Inwood	Drainage Questions – In Coordination	--
460	4831 Rollingwood	Drainage Review 2 - Accepted	10/15/25
434	3206 Pickwick Lane	New Pool Review 2 - Returned	10/21/25
442	5009 Timberline	Drainage Revisions Review 2 - Accepted	10/21/25

b. Residential Stormwater Discharge Permit (RSDP)

Lochner Task No.	Project Address	Status	Date Returned

c. Drainage Plan Inspections

Lochner Task No.	Project Address	Status	Date Returned
416	6 Pleasant Cove	Drainage Observation - Returned	10/23/25
398	4808 Timberline	Drainage Observation 2 - Returned	10/20/25
404	6 Timberline Ridge	Drainage Observation - Returned	10/02/25

2. Zoning Reviews for Site Development Plans

Lochner Task No.	Project Address	Status	Date Returned
715	3206 Pickwick Lane	New Pool Review 1 - Returned	10/13/25

3. Plat Reviews

Lochner Task No.	Project Address	Status	Date Returned

4. Right-of-Way Reviews

Lochner Task No.	Project Address	Status	Date Returned

5. Work Authorization Project Updates

Project	Project Summary	Status	Next steps
WA03 Hubbard, Hatley, Drainage Improvements PS&E	Preparation of plans, specifications and estimates for the development of a construction bid package. Option 2 from the PER has been selected as the preferred option which proposes to construct a storm drain system from the creek at Almarion Way extending upstream to Hatley, Hubbard and Pickwick.	Project in construction. Work in progress includes construction of storm drain on Almarion Way and Hubbard.	On-going
WA04 Nixon/Pleasant Drainage Improvements PS&E	Preparation of plans, specifications and estimates for the development of a construction bid package. This will include channel improvements and Segment 1 of the storm sewer improvements.	Work in progress includes mill and overlay of pavement. Installed safety grate at storm drain headwall Project completion anticipated by Dec. 2025.	On-going
WA07 Water CIP Bond Program – Packages 1-4	Residents of Rollingwood approved Bond Proposition A, a $5.3M bond to fund improvements to the city's water system as identified in the City's Water Capital Improvements Plan (CIP).	Project is in construction and nearing completion.	On-going

6. General Engineering Services

Task	Assignment Summary	Status	Next steps
General	General coordination with City staff regarding engineering services, monthly report preparation and attendance of meeting, as requested.	On-Going. Bi-weekly meetings Met with COA 10/3 to discuss Rollingwood's detention rules	Ongoing Coordination.
Development Services	Coordination with City staff regarding on-going development services.	On-going for developments.	
MS4 Compliance	Coordination with City staff on compliance with the Storm Water Management Permit for the 2025 calendar year.	2024 Stormwater Management Program was Approved by TCEQ on 09/05/2025.	Present to City Council next year. Continue tracking Storm Water Management Plan.
Development Services – Code revisions	Request from Council member Brooke Brown related to code questions and recommendations for addressing concerns. Relates to rainwater harvesting tank, drainage facilities in easement, excavation of rock, excavation near trees, drainage facility definitions.	Lochner is preparing recommendations related to these issues for review by the City.	Submit Code Revisions Memo to the City.
Water Rights Application (LCRA)	City is applying to secure their own water rights with LCRA, as they currently have a wholesale agreement through the City of Austin.	Presented at City Council on 08/20/2025 and resubmitted to LCRA.	The City has the updated application and will mail to LCRA.
Rollingwood Park Drainage Improvements	Coordination with City staff and IWS for the park detention pond and retaining wall improvements. Supporting review of submitted plans.	Inactive.	

Task	Assignment Summary	Status	Next steps
Drainage Issue at Vale and Bettis	City request to review the drainage issue at Vale and Bettis and provide recommendations for next steps. Drainage issue: Runoff within roadway on Bettis and along Vale results in property flooding issues. Objective is to identify opportunities to reduce flood risk.	Lochner developed conceptual solutions consisting of 2 options. Option 1 construction of a valley gutter with curb and pavement improvements. Option 2 consists of full reconstruction of intersection,	Review draft options with city staff and present to Council at November Meeting.
City of Austin Atlas 14 Floodplain Update	The City of Austin has begun a five-year effort to update floodplain maps in the Austin area. The maps are being updated with Atlas 14 rainfall data. Lochner attended COA informational virtual public meeting over Zoom. Eanes Creek is likely to be restudied. It is likely to lead to a floodplain increase, which will impact properties along the creeks.	Inactive. Continue to monitor progress. Have not received any recent updates.	

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

BOARD MEMBERS
JETT HANNA
JOHN HAVENSTRITE
CELIA ISRAEL
DICK LAVINE
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

LEANA MANN
CHIEF APPRAISER

CITY OF ROLLINGWOOD
ALUN THOMAS, FINANCE/BUDGET CONTACT
403 NIXON DRIVE
ROLLINGWOOD, TX 78746

Jurisdiction: CITY OF ROLLINGWOOD - 11

Re: Certification of 2025 and 2024 Appraisal Roll

I, Leana Mann, Chief Appraiser of the Travis Central Appraisal District hereby certify your 2025 and 2024 Appraisal Rolls subject to appeals pending before the Appraisal Review Board. (See attachment)

Sincerely,
Leana Mann
Chief Appraiser

Leana N. Mann

Enclosure

	CERTIFIED	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (609)	(Count) (0)	(Count) (609)
Land HS Value	662,055,440	0	662,055,440
Land NHS Value	122,531,333	0	122,531,333
Land Ag Market Value	0	0	0
Land Timber Market Value	0	0	0
Total Land Value	**784,586,773**	**0**	**784,586,773**
Improvement HS Value	777,081,904	0	777,081,904
Improvement NHS Value	229,974,796	0	229,974,796
Total Improvement	**1,007,056,700**	**0**	**1,007,056,700**
Market Value	**1,791,643,473**	**0**	**1,791,643,473**
BUSINESS PERSONAL PROPERTY	(302)	(0)	(302)
Market Value	**34,147,551**	**0**	**34,147,551**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (911)	(Total Count) (0)	(Total Count) (911)
TOTAL MARKET	**1,825,791,024**	**0**	**1,825,791,024**
Ag Productivity	0	0	0
Ag Loss (-)	0	0	0
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**1,825,791,024**	**0**	**1,825,791,024**
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	220,940,991	0	220,940,991
CB CAP Limitation Value (-)	1,585,775	0	1,585,775
NET APPRAISED VALUE	**1,603,264,258**	**0**	**1,603,264,258**
Total Exemption Amount	39,669,852	0	39,669,852
NET TAXABLE	**1,563,594,406**	**0**	**1,563,594,406**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**1,563,594,406**	**0**	**1,563,594,406**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**1,563,594,406**	**0**	**1,563,594,406**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$3,217,877.29 = 1,563,594,406 * (0.205800 / 100)

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (609)	(Count) (0)	(Count) (609)
Land HS Value	684,419,108	0	684,419,108
Land NHS Value	120,529,772	0	120,529,772
Land Ag Market Value	0	0	0
Land Timber Market Value	0	0	0
Total Land Value	**804,948,880**	**0**	**804,948,880**
Improvement HS Value	803,416,380	0	803,416,380
Improvement NHS Value	216,819,597	0	216,819,597
Total Improvement	**1,020,235,977**	**0**	**1,020,235,977**
Market Value	**1,825,184,857**	**0**	**1,825,184,857**
BUSINESS PERSONAL PROPERTY	(304)	(0)	(304)
Market Value	**32,340,751**	**0**	**32,340,751**
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	**0**	**0**	**0**
	(Total Count) (913)	(Total Count) (0)	(Total Count) (913)
TOTAL MARKET	**1,857,525,608**	**0**	**1,857,525,608**
Ag Productivity	0	0	0
Ag Loss (-)	0	0	0
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	**1,857,525,608**	**0**	**1,857,525,608**
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	155,773,368	0	155,773,368
CB CAP Limitation Value (-)	2,010,878	0	2,010,878
NET APPRAISED VALUE	**1,699,741,362**	**0**	**1,699,741,362**
Total Exemption Amount	41,513,478	0	41,513,478
NET TAXABLE	**1,658,227,884**	**0**	**1,658,227,884**
TAX LIMIT/FREEZE ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (I&S)	**1,658,227,884**	**0**	**1,658,227,884**
CHAPTER 312 ADJUSTMENT	**0**	**0**	**0**
CHAPTER 313 ADJUSTMENT	**0**	**0**	**0**
LIMIT ADJ TAXABLE (M&O)	**1,658,227,884**	**0**	**1,658,227,884**

APPROX TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

$3,350,267.03 = 1,658,227,884 * (0.202039 / 100)

EXEMPTIONS	CERTIFIED		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	413,463	141	0	0	413,463	141
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	18,000	7	0	0	18,000	7
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DVHS	8,593,612	2	0	0	8,593,612	2
DVHS-Prorated	0	0	0	0	0	0
DVHSS	3,049,835	2	0	0	3,049,835	2
DVHSS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	**12,074,910**	**152**	**0**	**0**	**12,074,910**	**152**
Disabled Veterans Exemptions						
DV1	10,000	2	0	0	10,000	2
DV2	7,500	1	0	0	7,500	1
DV2S	7,500	1	0	0	7,500	1
DV3	10,000	1	0	0	10,000	1
DV4	0	2	0	0	0	2
Subtotal for Disabled Veterans Exemptions	**35,000**	**7**	**0**	**0**	**35,000**	**7**
Special Exemptions						
SO	743,332	31	0	0	743,332	31
Subtotal for Special Exemptions	**743,332**	**31**	**0**	**0**	**743,332**	**31**
Absolute Exemptions						
EX-XV	26,736,578	10	0	0	26,736,578	10
EX-XV-PRORATED	0	0	0	0	0	0
EX366	80,032	81	0	0	80,032	81
Subtotal for Absolute Exemptions	**26,816,610**	**91**	**0**	**0**	**26,816,610**	**91**
Total:	**39,669,852**	**281**	**0**	**0**	**39,669,852**	**281**

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Exemption	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	427,500	146	0	0	427,500	146
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	18,000	7	0	0	18,000	7
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DVHS	9,452,973	2	0	0	9,452,973	2
DVHS-Prorated	0	0	0	0	0	0
DVHSS	3,354,819	2	0	0	3,354,819	2
DVHSS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	**13,253,292**	**157**	**0**	**0**	**13,253,292**	**157**
Disabled Veterans Exemptions						
DV1	10,000	2	0	0	10,000	2
DV2	7,500	1	0	0	7,500	1
DV2S	7,500	1	0	0	7,500	1
DV3	10,000	1	0	0	10,000	1
DV4	0	2	0	0	0	2
Subtotal for Disabled Veterans Exemptions	**35,000**	**7**	**0**	**0**	**35,000**	**7**
Special Exemptions						
SO	801,564	33	0	0	801,564	33
Subtotal for Special Exemptions	**801,564**	**33**	**0**	**0**	**801,564**	**33**
Absolute Exemptions						
EX-XV	27,330,093	8	0	0	27,330,093	8
EX-XV-PRORATED	0	0	0	0	0	0
EX366	93,529	90	0	0	93,529	90
Subtotal for Absolute Exemptions	**27,423,622**	**98**	**0**	**0**	**27,423,622**	**98**
Total:	**41,513,478**	**295**	**0**	**0**	**41,513,478**	**295**

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

BOARD MEMBERS
JETT HANNA
JOHN HAVENSTRITE
CELIA ISRAEL
DICK LAVINE
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

LEANA MANN
CHIEF APPRAISER

November 10, 2025

CITY OF ROLLINGWOOD, JURIS. NO. 11
403 NIXON DRIVE
ROLLINGWOOD, TX 78746

RE: TRAVIS CENTRAL APPRAISAL DISTRICT 2026 BUDGET LIABILITY NOTIFICATION

Enclosed you will find your jurisdiction's liability due to the Travis Central Appraisal District for fiscal year 2026 as required by the Texas Property Tax Code, Section 6.06. This is a notification only. ***Please do not remit any payments based on this notification. A separate invoice will be mailed quarterly.***

Jurisdiction Number	11
2025 Total Levy	$3,346,515.21
2026 TCAD Total Budget	$34,160,980.00
2026 Jurisdiction Budget Liability	$17,707.18
Jurisdiction Percent of Total Budget	0.05183%

Should you have any questions, or if any of the information appears incorrect, please contact me by phone at (512) 834-9317 Ext. 313 or by e-mail at Kharvey@tcadcentral.org.

Respectfully,

Kat Harvey

Kat Harvey, *SHRM-CP, CGFO, CPM*
Director of Administration
Travis Central Appraisal District

TRAVIS CENTRAL APPRAISAL DISTRICT

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Respectfully,

Kat Harvey

Kat Harvey, *SHRM-CP, CGFO, CPM*
Director of Administration
Travis Central Appraisal District

Texas Gas Service
A Division of ONE Gas

October 28, 2025

The Honorable Mayor
and Members of the City Council:
City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746

Honorable Mayor and Members of the City Council:

Pursuant to the Cost of Gas Clause currently in effect for the Central-Gulf service area, the following is the determination of the cost of gas to be used for billings in November 2025:

1.	Cost of Purchased Gas @ 14.73 PSIA	$6.8066		
2.	Cost of Purchased Gas @ 14.65 PSIA	$6.7697		
3.	Purchase/Sales Ratio	1.0134		
4.	Commodity Cost (Line 2 x Line 3)		$6.8604	
5.	Surcharge or Refund Factor		$0.0000	
6.	Reconciliation Factor		($0.1756)	
7.	Revenue-associated Fees and Taxes		$0.0000	
8.	Subtotal (Line 4 + Line 5 + Line 6 + Line 7)			$6.6848
9.	Customer Rate Relief Component			$1.2000
10.	Cost of Gas (Line 8 + Line 9)			$7.8848 / Mcf
				$0.7885 / Ccf

Billings using the cost of gas as determined above will begin with meters read on and after October 23, 2025 and end with meters read on and after November 21, 2025.

Sincerely,

Lisa Wattinger

Lisa Wattinger, Manager
Gas Supply

Texas Gas Service
A Division of ONE Gas

1301 South Mopac; Suite 400
Austin, TX 78746-6918
800-700-2443 • texasgasservice.com

November 12, 2025

The City Secretaries/Clerks of the following Texas cities:
Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Dear City Secretary/Clerk:

Enclosed you will find a **copy of Texas Gas Service Company's withdrawn Rate Case Expense Surcharge (Rate Schedule RCE).** Effective for meters read on and after October 8, 2025, the **volumetric rate of $0.00627 per Ccf** in the Central-Gulf Service Area for gas sales and standard transportation customers **was removed effective October 8, 2025,** as a result of the Company fully collecting the authorized amount of its 2024 rate case expenses.

No action is required on your part; however, this tariff is being provided to your city to comply with Section 102.151 of the Texas Utilities Code **that requires the filing of all rate schedules with the regulatory authority.**

If you have any questions concerning this filing, please contact me at via email at erlinda.alvarado@onegas.com.

Sincerely,

Erlinda Alvarado
Rates Coordinator
Rates and Regulatory Affairs

Texas Gas Service Company, a Division of ONE Gas, Inc.
Central-Gulf Service Area **RATE SCHEDULE RCE**

RATE CASE EXPENSE SURCHARGE

A. APPLICABILITY

The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to City Ordinance. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the incorporated areas of the Central-Gulf Service Area which includes Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, and T-1.

B. RCE RATE

All Ccf during each billing period: $0.00627 per Ccf

This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company, a Division of ONE Gas, Inc. will recover $919,131.50 in actual expense and no more than $340,400.00 in estimated expense. The Rate Case Expense Surcharge will be a separate line item on the bill.

C. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

D. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

WITHDRAWN OCT 8, 2025