



City of Hutto

Agenda

City Council Meeting

Thursday, June 16, 2022 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

6. PROCLAMATION

6.1. Pride Month

7. CITY COUNCIL COMMENTS

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

7.1. General Comments from City Council

7.2. City Council Liaison Reports

8. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on 6/16/22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the 4/21/2022, and 5/19/2022 corrected City Council meeting minutes. (Angela Walton)
- 9.2. Consideration and possible action on Resolution No. R-2022-053 accepting the infrastructure improvements for the subdivision known as Brooklands Section 4. (Matt Wojnowski)
- 9.3. Consideration and possible action on Resolution No. R-2022-063 approving the 2022 Amended and Restated Interlocal Agreement between the City of Hutto, Hutto Independent School District, and Texas State Technical College to clarify payment obligations and responsibilities between the City and TSTC. (Legal)
- 9.4. Consideration and possible action on Ordinance No. O-2022-022 granting to SiEnergy, its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (Second Reading) (Legal)
- 9.5. Consideration and possible action on Ordinance No. O-2022-023 granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (Second Reading) (Legal)

10. OTHER BUSINESS

- 10.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
- 10.2. Status update presentation along with discussion and possible action related to the 2022 Water and Wastewater Master Plan Updates. (Wade Benton)
- 10.3. Discussion and possible action to select the highest ranking firm, Roadway Asset Services, to develop a Pavement Assessment and Management Plan and authorize the City Manager to negotiate a professional services agreement with the selected vendor for said services pursuant to RFQ# S22-04. (Wade Benton)

11. EXECUTIVE SESSION

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

- 11.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 11.2. Receive legal advice pursuant to Texas Government Code Section 551.071 related to construction defects in Brooklands Subdivision; including potential litigation for repair of construction defects.
- 11.3. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate regarding economic development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.
- 11.4. Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager.

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 related to construction defects in Brooklands Subdivision; including potential litigation for repair of construction defects.
- 12.3. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations regarding economic development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.
- 12.4. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager.

13. ADJOURNMENT

14. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on June 13, 2022 at 5:00 P.M.



Angela Walton

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made

48 hours prior to the meeting. Please email the City Secretary's office at Angela.Walton@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on approving the 4/21/2022, and 5/19/2022 corrected City Council meeting minutes. (Angela Walton)
Meeting: Thursday, June 16, 2022
Department: City Secretary /
Staff Contact: Angela Walton

BACKGROUND INFORMATION:

Staff recommends that City Council approves the regular meeting minutes of the April 21, 2022 and May 19, 2022 meeting minutes.

SUMMARY OF REQUEST:

The April 21, 2022 and May 19, 2022 regular meeting minutes are presented for City Council approval.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:



City of Hutto

MINUTES

City Council Meeting

Thursday, April 21, 2022 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

1. **CALL SESSION TO ORDER: 7:00 PM**

2. **ROLL CALL**

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Mayor Pro Tem Dan Thornton, Councilmember Krystal Kinsey, Councilmember Debbie Holland and Councilmember Peter Gordon.

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Angela Walton, Interim City Secretary; Padma Patla, Director of Engineering, Wade Benton, Consultant, Ashley Lumpkin, Executive Director of Business and Development; Cristian Rosas-Grillet, Legal Counsel and Gracie Perez, Assistant City Secretary

3. **INVOCATION – Led by Philip Anelli**

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS**

- 5.1. Honoring Chief Jim Stuart of the Hutto Police Department
- 5.2. Recognition as a 2021 Tree City USA by Arbor Day Foundation - Jonathan Motsinger, Texas A & M Forest Service
- 5.3. Emergency Services District ISO Rating by Chief Kerwood

6. **CITY MANAGER COMMENTS**

Isaac Turner, Interim City Manager:

- 6.1. Swearing In of Police Chief Jeffrey Yarbrough
- 6.2. Swearing In of City Secretary Angela Walton

7. **CITY COUNCIL COMMENTS**

7.1. **General Comments from City Council**

Councilmember Krystal Kinsey:

I just want to say thank you to all those that came out to the Crawfish Festival. I think the Chamber put on a wonderful event. I don't think they sold out until closer to 330 or four. So I think that it was overall a great success. Great to see everyone out. Great weather. last year it was particularly cold. So it was great weather, great times. Great to see everyone. Honestly, it's great to see everybody here today. I love it when there's so many, so many people here listening and paying attention.

Hutto Market Days, I believe, is the third Saturday. They had the first one this past Saturday. Really a lot of great vendors, a nice selection of whatever it is you're looking for. It was just, again, a beautiful day, great place to be downtown, visit local businesses, support local, support small, stay small.

And then also an upcoming event, I believe, next weekend. The Hutto Women's Alliance is putting on their Annual Stampede, Hippo Stampede. All funds that are raised during that do go to fund Hutto seniors for scholarships or excuse me with their seniors. I know definitely to Hutto projects inside of the high school. So all of those monies are put directly back into Hutto High School, which is a great cause and a great way to get out and be active and show your support. So I encourage everyone to sign up for that. Again, that's the Hutto Women's Alliance.

Councilmember Debbie Holland:

I'd just like to remind all of the citizens that on April the 30th, this is a Saturday at Adam Morgan Park from 9 to 11, is that correct? Sorry, will be from 11 to 2. Sorry, will be a free party for all citizens of Hutto. And it is sponsored by local nonprofits here in town. There's going to be hotdogs and games for kids. And I think that each of the nonprofits that are participating in the event will have some activity for at least the kids. And I know that the Parks Department has got 250 kites to give away. So if you missed out on the Easter egg hunt, which I know that there were a number of kiddos that that missed out on that come early and maybe we can connect you with a kite. Thanks.

Mayor Mike Snyder:

I had the pleasure to spend some time with Mayor Gonzalez from the City of Pflugerville a week ago Sunday. For the greater Austin de Paul Society's groundbreaking, right on the edge of Hutto, right past the castle on 138. And so it's pretty impressive that they're they've chosen Hutto as being a community that would value a different culture and a different religion. And so for them coming out here and groundbreaking, there must have been probably 1000 people. So it was honored there to spend some much needed time catch up with Mayor Gonzalez.

And I'm also working ahead of meeting with a tour of Avivo who is moving to Hutto, a facility. I got the tour of their plant and some of their technology that they're bringing to Hutto. And we're going to work on a field trip of sorts, if you will, from members of City Council to come to that and to see kind of some of the technology that's come into Hutto and how it can be used and kind of the future of wastewater. And that's all I got.

7.2 City Council Liaison Reports

Mayor Pro Tem Dan Thornton:

The Comprehensive Plan committee met last night. The vendor, Freese and Nichols is working on that and brought back a lot of the input from the citizens who have given input so far when they had the polls and the online where people could place items on a map and make suggestions. They kind of summarized that for us. We discussed some of the items for the vision for the plan going forward. They are working on a list of community events over the next few months where they will be looking for more input. So look for them to be out at a lot of our different events. They were given some good suggestions for things like the Market Days. Some of the ISD events and things like that to look into as potential places to find different groups of citizens from Hutto to get more input. We definitely want to get as many people participating as we can to make it the best plan it can be. some of the future items. there's a plan to come to city council to give a report. I believe they're hoping to do that at the first meeting in June. But that may shift one way or another, depending on how things go.

And one of the items to work on over the summer is the future land use map. That's going to be one of the next things to be worked as part of the Comprehensive Plan there also. We also got some information specific to the downtown plan, and that's also being worked in parallel and that's going to continue forward as well with a lot of the same things of gathering more community input and continuing to work that plan as we move forward. So I think the other the other report is the Library Advisory Board met last week. They finally have a full board, which they were all very happy to see. It's the first time they had seven people at a board meeting in a very long time and they had seven active board members looking to look into help and get involved with the library. so that's a great thing to see for the community. Our librarian was there discussing how the library is seeing an uptick in the number of people coming in over the past few months. It continues to increase month by month. All the services that they have seem to be trending upwards. So they're getting busier and busier. They have added hours over the last couple of months.

And that's also helping to build up the numbers as far as how many people are coming into the library. They're working on their plans to be able to incorporate volunteers in the future and looking at what they can do to move the library forward.

They are also looking at updating things like the vision statement of the library over the next few months. And then I believe the next meeting they'll probably end up discussing the library budget for the next year with the board before that ends up coming back to us in the budget cycle.

So a lot of things going on there and it's good to see seven people who are active and involved. great. Thanks, sir.

Councilmember Krystal Kinsey:

The ADA Task Force is different from some of our other commissions and boards and that it doesn't have as strict regulations. They don't necessarily have to have a certain number for a quorum. It's just a task force to kind of give us kind of what's important to that community and where we can in ways we can improve. They don't have to meet in person. They can meet via Zoom, especially for those that do have ADA issues or maybe someone in their family does. They don't have the availability to be a place in person, so that born in commission is a little bit different. So we currently have two members on that. I'd love for there to be maybe two additional, but we can have there really isn't necessarily a cap.

So again, if you'd like to be on the ADA Task Force, it's something that we'd really like to get off the ground and get some good ideas out of and moving in ways that we can help.

D&I did not meet this week. I believe they're meeting next week and we have two openings on that board.

Councilmember Mandi Villarreal Salvo:

Park's met the past two weeks. Last week was, as we discussed, the YMCA, so I'm not going to talk about that since we're going to have an agenda item on it.

And they met this past week and we're updated on costs for some of the improvements on maintenance that was agreed upon and direction from council for them. So they're moving forward with our superintendent.

Mayor Mike Snyder:

I've got to Emergency Preparedness. We continue to meet every two weeks. We've had three things we've really been working on. I'll wait to give the details for when the chairman of that task force presents. But they've been working on identifying the am radio to recommend for the city to use for disasters. The idea is to have a communication system that will work, like when the freeze happened, all the systems that failed. They've been working on a system that will work in a in an environment like that. And so am radio, we've had someone from Williamson County come out. Very smart person. They may be recommending different people earning licenses, I think as FCC. I don't remember the exact code license so that they can use these.

We also are looking at a system called Mother Duck, which would be a way to communicate with the citizenry without when you don't have internet and you don't have power, but you have something that's Bluetooth or wifi should say. Then mother duck is something that's going to be recommended. It sounds like.

And then the last one is we have already got a grant. Should the City Council and the city decide to go? They've also been working on grant money to try to make sure that the improvements made to communication are at no cost to taxpayers. The board is made up of a lot of people that

I'll just say they are not in the spending taxpayer money. They're into figuring ways through FEMA and other government programs to pay for it. so we'll have some details on that.

And then the EDC for the first week in a while, we did not meet last week, but we met previously. There's a lot of projects that will start coming to the City Council. I would say in the next meeting or two that we're getting to the final stages. We also have we had an update on our EDC group that's going to Las Vegas for a convention. I think that's very important for the EDC to go to that.

One of the things this past November actually had gone and met with someone from New Quest, which is a property owner next to Lowe's. And so meeting with these people, we're able to give kind of what the city is looking for. and one of the things that I had told them was the city was looking for a grocery stores, retail, specialty, retail and sit down restaurants, and that anything we can do to kind of help out with that, that I think the council would look favorably on that. I remind them I'm just one person. There may be a majority of Council that want something different, but those are the things that were kind of the EDC... Bob tonight is pushing to have development as recognized as a as a need in Hutto. I also leave with this; the council is always welcome to come. I know Councilmember Villarreal Salvo. She comes regularly and is able to see firsthand a lot of the things coming. I know Councilman Gordon, he's been there before, so I always invite that best to come here from the board themselves and from bob. Usually it's behind the doors, so it can't ever be public.

8. PUBLIC COMMENT

- Marci Wegner
- Troy McMillan
- Jackie Corbiere

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the March 17, 2022 City Council meeting minutes. (Angela Walton)
- 9.2. Consideration and possible action on Ordinance No. O-2022-011 for the proposed Hutto Landing Planned Unit Development (PUD), 31.9 acres, more or less, of land, located off of Exchange Boulevard (Second Reading) (Ashley Lumpkin)
- 9.3. Consideration and possible action on Resolution No. R-2022-040 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto easements and right of ways. (Angie Rios)
- 9.4. Consideration and possible action on Resolution No. R-2022-019 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto parks. (Angie Rios)
- 9.5. Consideration and possible action on Ordinance No. O-2022-013 amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Second Reading) (Angie Rios)

Mayor Pro Tem Thornton requested pulling Item 9.2.

Councilmember Kinsey made the motion to approve the balance of the Consent Agenda, and Councilmember Villarreal Salvo seconded. Motion passed 7,0.

- 9.2 Consideration and possible action on Ordinance No. O-2022-011 for the proposed Hutto Landing Planned Unit Development (PUD), 31.9 acres, more or less, of land, located off of Exchange Boulevard (Second Reading) (Ashley Lumpkin)

Councilmember Gordon abstained from voting on Item 9.2 due to conflict of interest.

Councilmember Kinsey made the motion to approve the balance of the Consent Agenda, and Councilmember Sutton seconded. Motion passed 6,0.

At this time, Mayor Snyder requested moving items 12.6 up in the agenda. Councilmember Gordon requested moving Item 12.1 up as well.

- 12.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

Councilmember Gordon reported that the Nominating Committee is nominating Erin Clancy to EDC.

Councilmember Gordon made the motion to approve, and Councilmember Holland seconded. Motion passed 7,0.

- 12.6. Discussion and possible action on a YMCA proposal for building a swimming pool, senior community center and expansion of gym. (Mayor Mike Snyder, Council Member Robin Sutton)

Councilmember Kinsey made the motion to approve, and Councilmember Holland seconded. Motion passed 6,1.

- 12.5. Discussion and possible action on waiving the park rental fee for Hutto Community in Action. (Mayor Mike Snyder, Councilmember Villarreal Salvo)

Councilmember Gordon made the motion to approve staff coming back with an ordinance for fee reimbursement for this event, and Councilmember Villarreal Salvo seconded. Mayor Snyder made an amendment to not allow politicking at this event but later rescinded the motion. Motion passed 7,0.

At this time, Items 12.2 and 12.3 were heard.

- 12.2. Presentation and Acceptance of Compensation Study (Russell Campbell, MAG Consultant, Irene Talioaga, Matt Wojnowski)

No action.

- 12.3. Presentation on speed limits and traffic light coordination and safety (Chief Jim Stuart)

No action.

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2022-014 amending the boundaries of its extraterritorial jurisdiction by releasing approximately 119.195 acres of extraterritorial jurisdiction to and accepting 118.656 acres of extraterritorial jurisdiction from the City of Pflugerville (First Reading) (Ashley Lumpkin)

Councilmember Villarreal Salvo made the motion to approve Ordinance No. O-2022-014, and Councilmember Gordon seconded. Motion passed 7,0.

Councilmember Sutton made the motion to waive the second reading of this ordinance, and Mayor Pro Tem Thornton seconded. Motion passed 7,0.

- 10.2. Consideration and possible action on Ordinance No.2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Stacy Schmitt)

No action – will be resubmitted after changes are made to the ordinance.

- 10.3. Consideration and possible action for the proposed Specific Use Permit request for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7). (First Reading) (Ashley Lumpkin)

Councilmember Gordon made the motion to approve with amendments, and Councilmember Villarreal Salvo seconded. Motion passed 7,0.

Councilmember Gordon made the motion to waive the second reading of this ordinance, and Councilmember Villarreal Salvo seconded. Motion passed 7,0.

- 10.4. Consideration and possible action on Ordinance No. 2022-016 amending Chapter 2, Article 2.03, Division 1 of the Code of Ordinances to adopt the city's classification and compensation plan, as amended. (First Reading) (Interim City Manager Isaac Turner)

Moved to after Executive Session.

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2022-039 approving the 2022 Amended and Restated Interlocal Agreement between Texas State Technical College (TSTC), the City of Hutto, and the Hutto Independent School District (Stacy Schmitt)

Pulled from agenda.

OTHER BUSINESS

- 12.4. Discussion and possible action on Outside Agency Funding (OAF) Process (Council Member Debbie Holland)

No action – will be brought back to May 19 agenda.

13. EXECUTIVE SESSION: Time in: 12:30 am

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate pursuant to Texas Government Code Section 551.074, Personnel Matters regarding the evaluation of the following positions: Assistant City Manager, Director of Human Resources, Management Assistant, and Director of Development Services.
- 13.3. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development. *Pulled from agenda.*

Reconvened at 12:53 a.m. No action was taken in Executive Session.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. *No action.*
- 10.4. Consideration and possible action on Ordinance No. 2022-016 amending Chapter 2, Article 2.03, Division 1 of the Code of Ordinances to adopt the city's classification and compensation plan, as amended. (First Reading) (Interim City Manager Isaac Turner)

A classification and compensation study was presented to City Council by Management Advisory Group International, Inc, and a mid-year adjustment was recommended for consideration. Interim City Manager Turner made recommendations that included

updating and completing job descriptions for all positions, conduct a full salary and benefits survey for fiscal year 2022-2023, benchmarking key positions annually, survey actual salaries in addition to position ranges to determine mid-points, include a bell curve graph to assess City employees position relative to the mid-point, develop a timeframe to move employees toward said mid-point by a specified time, track changes to bell graph annually and monitor progression of employees toward mid-point, and include a staffing study.

Councilmember Gordon made the motion to approve Ordinance No. 2022-016 with inclusion of Interim City Manager Turner's recommendations, and Councilmember Kinsey seconded. Mayor Snyder made a motion for an amendment to 4% increase for police including civilian staff, excluding the Police Chief, and Mayor Pro Tem Thornton seconded. Motion passed 4,3.

Original motion:

Councilmember Gordon made the motion to approve Ordinance No. 2022-016 with inclusion of Interim City Manager Turner's recommendations with 4%, and Councilmember Kinsey seconded. Motion passed 6,1.

14. ADJOURNMENT: 1:37 a.m.

ATTEST:

Mike Snyder, Mayor

Angela Walton, City Secretary



City of Hutto

MINUTES

City Council Meeting

Thursday, May 19, 2022 at 7:00 PM

City Council Chambers

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1. **CALL SESSION TO ORDER – 7:00 PM**
2. **ROLL CALL**

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Mayor Pro Tem Dan Thornton, Councilmember Krystal Kinsey, Councilmember Debbie Holland and Councilmember Peter Gordon.

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Angela Walton, City Secretary; Wade Benton, Consultant, Ashley Lumpkin, Executive Director of Business and Development; Cristian Rosas-Grillet, Legal Counsel and Gracie Perez, Assistant City Secretary

3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **CITY MANAGER COMMENTS**
Isaac Turner, Interim City Manager:

Mr. Mayor, Members of the Council, Members of the Public. Saturday, May the 21st is Hutto Market Days in Downtown Hutto. This new event will be hosted every third Saturday, on 200 E Street from 9:00 AM to 4:00 PM. The City of Hutto is helping to host the Sunset Block Party at Fritz Park, Friday, May the 27th. The event is from 6:00 to 9:00 PM. Please bring coolers, chairs but no glass. There will be live music, vendors, and children's activities. On Monday, May the 30th, city facilities will be closed for Memorial Day in honor of the nation's fallen. We want to encourage everyone to be careful and safe as they travel and celebrate that holiday. June the 1st, for those who are interested in the downtown and the future of the downtown, there will be a downtown design rodeo which will be a near active way to help design the future of Hutto Downtown. The public is welcome to join these community conversations. The first one will start at 10:00 AM, the second one at 2:00 PM on the 1st, and there will also be some presentations at 5:00 PM at City Hall and an Open House at 6:00 o'clock. And finally, Hutto Juneteenth celebration will be June 18th, from 12:30 to 6:00 PM at the Adam Orgain Park and Chief Yarbrough will be the guest speaker. Thank you.

6. PROCLAMATION

- 6.1. Public Works Week 2022 – *Accepted by the Public Works Department*
- 6.2. National Police Week 2022 – *Accepted by the Chief of Police, Jeff Yarbrough and members of The Hutto Police Department.*

7. CITY COUNCIL COMMENTS

7.1 General Comments from City Council

Mayor Snyder:

Next, we have City Council comments and I was reminded by Mayor Pro Tem Thornton that prior to 7.1. being done, we have it in our Charter that we can't take action on items until the public has had a chance to speak. So, if there's no objections, I'll move 7.1. to after Public Comment.

Councilmember Robin Sutton:

I want to express condolences to the families who lost three young lives at the intersection of Chandler and 1660. It wasn't two months ago when we had a presentation about that intersection and how dangerous it is and before that, there was a meeting with TXDOT. It was on their radar and it was going to be a priority for them. I also express condolences to the families of the injured victims. There are other people that were injured too. I'm happy to hear that in an update that we received that TXDOT is moving this light at that intersection up in their priorities. It was already in the design phase so that we can see a light go in there within six to nine months and hopefully we can save some lives during this time. Anyway, I just want to say thank you to the team that reached out and is bridging the relationship with TXDOT for the City of Hutto and that we get to move forward in this and in other projects.

Councilmember Krystal Kinsey:

I'd like to take just a minute to take a moment of silence. This past week, as a nation, we still continue to struggle with racial inequality. Some tragedies that happened in both Buffalo, NY and then Laguna Woods, CA. So I would appreciate if we could just take a moment to reflect on some of those things that have happened and unfortunately continue to happen. (Moment of silence observed) Thank you for that, thank you guys. In light, not necessarily in light in that but I also wanted to mention what City Manager Turner said the Juneteenth Event will be happening on June 18th, 12:30 to 6 at Adam Orgain Park. They are actively looking for volunteers, so there's a sign up genius link. So, even if you don't necessarily--can't work the whole day, they need help setting up, closing down, wrapping up so it would be a really great event, especially to have a lot of different Hutto citizens out there to support. I will be there. I'm part of the helping to set up, so, I hope to see a lot of familiar faces there. I also wanted to acknowledge that this is Asian American and Pacific Islander Awareness Month as well, and I'm gonna

talk a little bit more about that in my Liaison Report. And I did also want the public to be aware that I have a trip planned to South Carolina for my university reunion, go back to my alma mater, so I will be absent at the June 2nd meeting. That was all.

Councilmember Randal Clark:

I just wanted to say thank you for the people that elected me to be up here, to be a servant, to serve the City of Hutto for next three years. I'm going to do my due diligence to do everything I can help Hutto grow and be the place it needs to be and do so in an honorable way. I also want to thank my opponent for the campaign that we ran against each other, Ida Weaver. I also want to thank my family for supporting me during this time and my wife to take the kids and the time to be able to serve in this capacity. So, thank you.

Mayor Mike Snyder:

I've got an item I'd like to add to the agenda. Coming up, I'll shoot the language over to the City Attorney. So, I guess it has been since first part of May, there were some concerns, I guess someone called disturbing regarding something that happened, so, I think we need to talk about it publicly, it sounds like-- we've spent a lot of legal dollars on it.

The second item entitled consideration, possible action regarding the IBCA Barbecue Cook Off, the Mayor's involvement in the process related to including, but not limited to, the emails, text messages and legal memorandum from and including the City Council, the City Staff and the City Attorney, and to possible interference with Administration, alleged interaction with members of the public, alleged interactions with the City Manager and to release all of the information, completely unredacted. So, I'll give you guys that and you can make sure it's wordsmith to be legal. I'll start off the new session.

7.2. City Council Liaison Reports

Councilmember Krystal Kinsey:

The D&I has scheduled apart from their regularly scheduled meeting (third Tuesday of each month) a special meeting on June 7th at 5:00 PM. They formed a website subcommittee. They also have a few proclamations and acknowledgments that they have put together over the past year. They also passed a code of Ethics for themselves and will be bringing it to Council soon. They have been researching training opportunities and use the \$1000.00.

Mayor Mike Snyder:

Members of the EDC (Director and two members of the board) will be attending a ICSC Convention in Las Vegas beginning Monday morning. On

May 26th, at 11:15 AM at Rio, the EDC has invited the entire commercial broker network in the City of Austin metro area. Austin Title Company will be paying for the lunch.

8. PUBLIC COMMENT

- *Rick Hudson*
- *James Weaver*

- 7.1. Election of Mayor Pro Tem (City Council) – *Peter Gordon was nominated as the Mayor Pro Tem.*

*Councilmember Krystal Kinsey nominated Peter Gordon
Councilmember Robin Sutton nominated Peter Gordon
Mayor Pro Tem Dan Thornton nominated himself
Councilmember Randal Clark nominated Peter Gordon
Mayor Mike Snyder nominated Dan Thornton
Councilmember Peter Gordon nominated himself
Councilmember Krystal Kinsey nominated Peter Gordon
Councilmember Amberley Kolar nominated Peter Gordon*

The vote was confirmed 7,0 for Peter Gordon as Mayor Pro Tem.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on Ordinance No. O-2022-019 amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Second Reading) (Angie Rios)
- 9.2. Consideration and possible action on Ordinance No. O-2022-018 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (Second Reading)(Angie Rios)
- 9.3. Consideration and possible action on Ordinance No. O-2022-021 amending Chapter 1, Article 1.07, Division 2, Part II, of the Code of Ordinances to provide for a completeness review period for special event permit applications. (Second Reading) (Cristian Rosas-Grillet, Kristi Robich)
- 9.4. Consideration and possible action on Resolution No. R-2022-047 approving an agreement for a Restroom at Hutto Community Park with Restroom Facilities LTD for an amount not to exceed \$93,616.00 through BuyBoard Contract No. 592-19; and authorizing the Interim City Manager to execute the Agreement. (Jeff White)
- 9.5. Discussion and possible action on Resolution No. R-2022-048 authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department,

to purchase forty-five sets of rifle-resistant body armor for Police Officers, with a total grant value of \$85,950. (Chief Jeff Yarbrough)

- 9.6. Consideration and possible action on Ordinance No. O-2022-022 granting to SiEnergy, its successors and assigns (“Company”), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading) (Legal)
- 9.7. Consideration and possible action on Ordinance No. O-2022-023 granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), its successors and assigns (“Company”), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading) (Legal)

Councilmember Sutton requested that city staff comment on Items 9.6. and 9.7. first. Matt Wojnowski, Assistant City Manager provided a brief presentation for items 9.6. and 9.7.

A motion was made by Councilmember Kinsey to approve all consent agenda items as presented. Councilmember Clark seconded the motion. The motion passed 7,0.

10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution R-2022-045 approving the Second Amendment to the Management Agreement with the YMCA of Greater Williamson County; authorizing the Interim City Manager to execute the Agreement. (Angie Rios)
- A motion was made by Mayor Pro Tem Gordon to approve as presented. Councilmember Sutton seconded the motion. The motion passed 7,0.*
- 10.2. Consideration and possible action on Resolution No. R-2022-046 amending the City Council Protocol Policy to establish and clarify procedures for appointments, reappointments and/or removals of members of City boards, committees, and commissions. (Councilmember Peter Gordon, Councilmember Krystal Kinsey)

A motion was made by Mayor Pro Tem Gordon to approve with the change under Item 13 changing City Secretary's Office to City Manager's Office. Councilmember Krystal Kinsey seconded the motion. The motion passed 7,0.

11. ORDINANCES

- 11.1. Hold a public hearing and consider action for the proposed Future Land Use Map revision request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from Commercial and High Density Residential to Light Industrial/Business Park. (First Reading) (Ashley Lumpkin)

Public Hearing Open – 8:03 PM, Closed – 8:03 PM

A motion was made by Councilmember Thornton, it was seconded by Mayor Pro Tem Gordon. The motion passed 7,0.

- 11.1. (a) Consideration and possible action on Ordinance No. O-2022-024 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

The second reading was dispensed by a motion made by Councilmember Kinsey, it was seconded by Councilmember Sutton. The motion passed 7,0.

- 11.2. Hold a public hearing and consider action on Ordinance No. O-2022-025 approving the proposed annexation request for the Ironwood tract, approximately 117.64 acres, more or less, of land, described as being out of the Martin Strouse Survey, Abstract No. 587, in Williamson County, Texas and to establish base zoning as General Commercial (B- 2) located off of Highway 79. (First Reading) (Ashley Lumpkin)

Public Hearing Open – 8:09 PM, Closed – 8:09 PM. A motion was made by Mayor Pro Tem Gordon, seconded by Councilmember Kolar. The motion passed 7,0.

- 11.2. (a) Consideration and possible action on Ordinance No. O-2022-025 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

The second reading was dispensed by a motion made by Councilmember Clark and seconded by Mayor Pro Tem Gordon. The motion passed 7,0.

- 11.3. Hold a public hearing and consider action for the zoning change request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from (ETJ) to LI (Light Industrial). (First Reading) (Ashley Lumpkin)

A presentation was given by Amanda Brown.

Public Hearing Open – 8:20 PM, Closed 8:21 PM. A motion was made by Councilmember Kinsey to approve as presented and seconded by Councilmember Kolar. The motion passed 7,0.

- 11.3. (a) Consideration and possible action on Ordinance No. O-2022-026 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

A motion was made by Councilmember Thornton to dispense of the second reading,

the motion was seconded by Councilmember Clark. The motion passed 7,0.

- 11.4. Hold a public hearing and consider action for UDC Amendment, amending the Code of Ordinances (2020 Edition, as amended), Chapter 4 Section 10.403.3 Lot Dimensions and Area and 10.406.3 Single household detached and two to four household residence design to amend requirements for garage door width and to add language for residential alleys. (First Reading) (Ashley Lumpkin)

Public Hearing Open – 8:30 PM, Closed 8:30 PM. A motion was made by Councilmember Thornton to accept the amendment to Chapter 4, section 10.406.3 as presented and not accept the other. The motion was seconded by Councilmember Clark. The motion passed 7,0.

- 11.4. (a) Consideration and possible action on Ordinance No. O-2022-027 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

A motion was made by Councilmember Sutton to dispense with the second reading. The motion was seconded by Councilmember Thornton. The vote passed 6,1. Mayor Snyder opposed.

- 11.5. Consideration and possible action on Ordinance No. O-2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Ashley Lumpkin)

A public comment was made by Bryan Byrd. Following the presentation, a motion was made by Councilmember Kinsey to approve 11.5. with the amendment of striking “and then only” and replacing with the word “or” in 14.03.003, paragraph 10. The motion was seconded by Councilmember Clark. The motion passed 7,0.

- 11.5. (a) Consideration and possible action on Ordinance No. O-2022-015 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

A motion was made by Councilmember Kinsey to waive the second reading. The motion was seconded by Councilmember Kolar. The motion passed 7,0.

- 11.6. Consideration and possible action on Ordinance No. O-2022-028 establishing an Outside Agency Funding Advisory Committee; and providing for related matters. (City Council)

A motion was made by Mayor Pro Tem Gordon. The motion was seconded by Councilmember Thornton. The motion passed 7,0. City staff will recommend process to Council.

- 11.6. (a) Consideration and possible action on Ordinance No. O-2022-028 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

No action in 11.6. (a)

12. OTHER BUSINESS

- 12.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment

Zone Boards, City Council Liaisons, and Area Government appointments.

The following appointments were made:

Councilmember Villarreal Salvo was removed from Cottonwood (Motion by Councilmember Clark, seconded by Councilmember Sutton. Vote 7,0)

Mayor Pro Tem Gordon was appointed to the Board of Directors for Cottonwood Creek LGC. (Motion by Councilmember Thornton, seconded by Mayor Snyder. Vote 7,0)

Councilmember Kolar was appointed as Council Liaison to the Parks and Advisory Board. (Motion by Councilmember Kolar, seconded by Councilmember Clark. Vote 7,0)

Councilmember Sutton appointed as Council Liaison to P&Z (Motion by Mayor Snyder, seconded by Mayor Pro Tem Gordon. Vote 7,0)

Mayor Pro Tem Gordon was appointed as Council Liaison to HPC (Motion by Mayor Pro Tem Gordon, seconded by Mayor Snyder. Vote 7,0)

Item 10.2. was recalled by Mayor Pro Tem Gordon, seconded by Councilmember Thornton. Mayor Pro Tem Gordon amended the City Council Protocols 1 F and G to remove the reference of LGCs. The motion was seconded by Councilmember Thornton. The motion passed 7,0.

*ADA Task Force – Chuck Springs
P&Z - Bart Hutchings*

- 12.2. Consideration and possible action to direct staff to amend the TIRZ 2 Project and Financing Plan. (Legal)

A motion was made by Councilmember Thornton directing staff to amend the TIRZ 2 Project and the Finance Plan. The motion was seconded by Councilmember Kolar. The motion passed 7,0.

13. EXECUTIVE SESSION –

A motion was made by Mayor Snyder to pull items 13.5. and 13.6. out of Executive Session. Councilmember Thornton seconded the motion. The motion failed 2,5. Councilmembers in favor: Councilmember Thornton and Mayor Snyder. Councilmembers opposed: Councilmember Kinsey, Councilmember Kolar, Councilmember Thornton, Mayor Pro Tem Gordon, Councilmember Sutton and Councilmember Clark.

Executive Session Entered 9:35 PM.

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Litigation/Consultation with

Attorney), 551.072 (Deliberations regarding real property), 551.073 (Deliberations regarding gifts and donations), 551.074 (Deliberations regarding personnel matters) or 551.076 (Deliberations regarding deployment/implementation of security personnel or devices) and 551.087 (Deliberations regarding Economic Development negotiations).

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.
- 13.3. Deliberate the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.
- 13.4. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to *Brooklands Partners, Ltd. v. City of Hutto*, Cause No. 22-0500-C425 pending in the 425th Judicial District Court in Williamson County, Texas.
- 13.5. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to releasing McGinnis Lochridge memorandums regarding the hiring of Larry Gonzales as a consultant for the City dated March 4 (x2), 6 (x2), April 1, July 30, 2019 and executed engagement letter March 6, 2019.
- 13.6. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to waiving the Attorney Client/Attorney Work Product Privilege relating to emails dated November 9 and 17, 2021 from former Council Member Villareal-Salvo to the City Attorney.
- 13.7. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate regarding economic development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

A motion was made by Mayor Snyder made a motion to release EEOC complaint by James Bryson. The motion was seconded by Councilmember Thornton. Motion passed 7,0.

- 14.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to *Brooklands Partners Ltd. v. City of Hutto*, Cause No. 22-0500-C425 pending in the 425th Judicial District Court in Williamson County, Texas.

Dottie Palumbo explained that Plaintiff sued the City of Hutto, and he later non-suited. Plaintiff asked for the order to be with prejudice, therefore it cannot be refiled.

- 14.3. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations regarding economic development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.

No action.

- 14.4. Consideration and possible action related to legal advice pursuant to Texas Government Code Section 551.071 relating to releasing McGinnis Lochridge memorandums regarding the hiring of Larry Gonzales as a consultant for the City dated March 4 (x2), 6 (x2), April 1, July 30, 2019 and executed engagement letter March 6, 2019.

A motion was made by Mayor Snyder to release the memos unredacted. The motion was seconded by Councilmember Sutton. The motion passed 5,2. Councilmember Kolar and Councilmember Kinsey opposed.

- 14.5. Consideration and possible action related to legal advice pursuant to Texas Government Code Section 551.071 relating to waiving the Attorney Client/Attorney Work Product Privilege relating to emails dated November 9 and 17, 2021 from former Council Member Villareal-Salvo to the City Attorney.

A motion was made by Mayor Snyder to release the memo unredacted. Councilmember Thornton seconded the motion. The motion failed 2:5. Councilmember Kinsey, Councilmember Kolar, Mayor Pro Tem Gordon, Councilmember Sutton and Councilmember Clark all opposed.

A motion was made by Councilmember Sutton directing Legal to compile the information and release with Attorney General's opinion upon receipt. The motion passed 7,0.

15. ADJOURNMENT – 12:01 AM

Mike Snyder, Mayor

Gracie Perez, Assistant City Secretary

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-053 accepting the infrastructure improvements for the subdivision known as Brooklands Section 4. (Matt Wojnowski)
Meeting: Thursday, June 16, 2022
Department: Public Works /
Staff Contact: Matt Wojnowski

BACKGROUND INFORMATION:

The City staff reviewed the close out documents and inspected the public infrastructure and deemed it to be complete. The infrastructure includes pavement, sidewalks and utilities.

SUMMARY OF REQUEST:

Brooklands Phase 4 subdivision is located east of CR 137 and south of FM 1660. The total construction cost of the subdivision is approximately \$1.8M that consists of streets, sidewalks, wastewater, water, storm sewer and drainage. The subdivision consists of 92 lots on approximately 16 acres. The contractor used for this project is DNT Construction and the Engineer that designed the public infrastructure is Miller Gray. The City staff conducted a final walk-thru on 5/20/22 for inspection and reviewed the final paperwork.

STAFF REVIEW:

FINANCIAL IMPACT:

No immediate financial impact is anticipated.

POLICY IMPLICATIONS:

ATTACHMENTS:

RESOLUTION NO. R-2022-053

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS BROOKLANDS SECTION 4 IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS; REPEALING ANY PRIOR INCONSISTENT RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Hutto (“City”) has been notified by Brooklands Partners (the “Developer”) that the infrastructure improvements for the Brooklands Section 4 Residential subdivision have been completed and have submitted those improvements for acceptance by the City; and

WHEREAS, a final inspection was conducted by the City’s Construction and Public Works staff of all of the infrastructure improvements, including roads, drainage, sidewalks, ADA ramps, lift station, water, and wastewater improvements in Brooklands Section 4; and

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

WHEREAS, the Developer submitted a warranty bond to cover the material and workmanship for two years; and

WHEREAS, City Staff had previously, during Brooklands Section 3 construction, adequately notified the Developer and Cornerstone Site Services, LLC (the “Contractor”) that the roads in Brooklands Section 1 and 2 were failing and did not meet the Construction Specifications that govern the requirements for construction, Georgetown Construction Manual (“GSM”); and

WHEREAS, on page 93, Section SD2.03 Construction Methods, Section C, the GSM states, “Soils with plasticity index (“PI”) of 20 or more shall be stabilized with an amount of lime adequate to reduce the PI to less than 20 and Type A Grade 1 base material may be used with a minimum ratio of 1 to 1, in lieu of lime;” and

WHEREAS, the pavement section that was used for Sections 1 and 2 did not meet those requirements, and based on the expert consultant reports the PI is generally over 20 and the selected pavement section does not use any subgrade stabilization and instead uses a Geogrid product, and the geogrid is not a suitable replacement for subgrade stabilization; and

WHEREAS, the defects described above are material and pose a direct threat to public health and safety due to deterioration of public rights-of-way; and

WHEREAS, Brooklands Section 1 and Section 2 have not been constructed according to engineering plans and City codes and standards and City Staff has requested that the Developer and/or Contractor provide a plan for correction of the Roads in Brooklands Sections 1 and 2 and developer and contractor did provide drawings and a method of correction of the defects in Sections 1 and 2 but neither the Developer nor Contractor have made any corrections despite demand being made by the City; and

WHEREAS, the City Council continues to make demand on the Developer and Contractor to repair defects in Brookland Sections 1 and 2.

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

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby accepts the infrastructure improvements for Brooklands Section 4.

SECTION 3. The City continues to make demand on the Developer to repair the defects in the roads in Brooklands Sections 1 and 2 and make repairs in accordance with the method of correction submitted as required by Resolution R-2020-133.

SECTION 4. The sections, paragraphs, sentences, phrases, clauses, and words of this Resolution are severable and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared invalid or unconstitutional by the valid and final judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation in this Resolution of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 5. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council, and upon approval, thereof, as prescribed by law.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the ____ day of _____, 2022.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Angela Watson, City Secretary

APPROVED AS TO FORM:

Cristian Rosas-Grillet
Assistant City Attorney

PROJECT CONTACTS

ENGINEER:	MILLER GRAY, LLC 7320 N MOPAC EXPY, STE 203 AUSTIN, TEXAS 78731 (512) 861-5300
SURVEYOR:	4WARD LAND SURVEYING, LLC 2201 WOODWARD STREET, SUITE 2201 AUSTIN, TEXAS 78744 (512) 537-2384
DEVELOPER:	BROOKLANDS PARTNERS, LTD PO BOX 670649 DALLAS, TEXAS 75367 (512) 964-9050

SURVEY

TREE & TOPOGRAPHIC SURVEY PREPARED BY 4WARD LAND SURVEYING, LLC, DATED 10/17/2018

BENCHMARKS

1. TBM #1, SQUARE CUT, ON TOP OF CONCRETE CURB ON THE EAST SIDE OF SWINDOLL LANE, ALSO BEING ±21' FROM THE APPROXIMATE CENTER SWINDOLL LANE, ALSO BEING ±118' FROM THE TERMINUS OF SWINDOLL LANE AND ±23' SOUTH OF THE SOUTH END OF A CONCRETE HEADWALL.
ELEVATION: 611.39'
2. TBM #2, COTTON GIN SPINDLE IN A POWER POLE ON THE WEST SIDE OF COUNTY ROAD 163, ±305' SOUTH OF A POWER POLE ON THE WEST SIDE OF COUNTY ROAD 163, ±1,272' NORTH OF THE EASTERNMOST SOUTH CORNER OF SUBJECT TRACT.
ELEVATION: 609.39'
3. TBM#3, SQUARE CUT ON TOP OF A CONCRETE CURB INLET ON THE EAST SIDE OF WIND ELM DRIVE, ±71' NORTHEAST OF THE INTERSECTION OF TIMBER BROOK DRIVE AND WIND ELM DRIVE.
ELEVATION: 606.55'

EDWARDS AQUIFER

THIS PROJECT DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE / CONTRIBUTING / TRANSITION ZONES, AS DEFINED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

FLOODPLAIN NOTE

THIS PROJECT DOES NOT LIE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN, AS DEPICTED ON FEMA FIRM PANEL NO.48491C0520F, DATED DECEMBER 20, 2019.

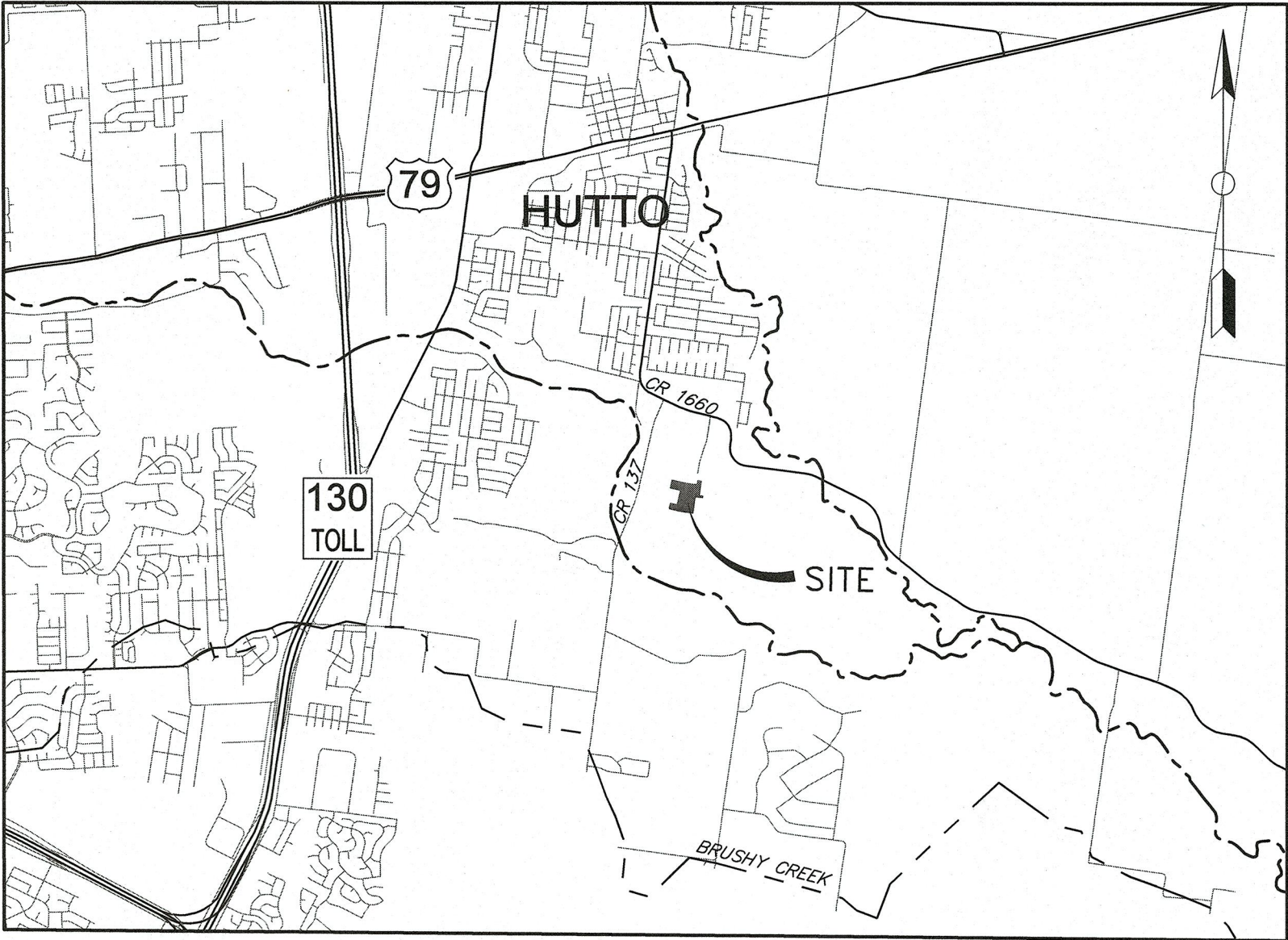
WATERSHED

THIS PROJECT IS LOCATED IN THE BRUSHY CREEK WATERSHED AND HAS DIRECT CONVEYANCE TO BRUSHY CREEK. STORMWATER DETENTION IS NOT REQUIRED FOR THIS PROJECT.

REVISION/CORRECTION

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO	TOTAL # SHEET IN PLAN SET	BY
R8	REVISED CURB RAMPS	24, 26, 28, 29, 30, 32, 33, 34	73	TW

CONSTRUCTION PLANS FOR BROOKLANDS SECTION FOUR HUTTO, WILLIAMSON COUNTY, TEXAS 78634



SITE LOCATION MAP
(NOT TO SCALE)

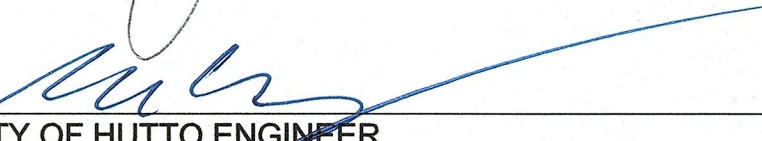
SUBMITTED BY:


J. TRAVIS WILSON, P.E.
1/25/2021
DATE
MillerGRAY
Consulting • Engineering • Infrastructure
TBPE FIRM REG NO. F-16302

I, J. TRAVIS WILSON, P.E., DO HEREBY CONFIRM THAT ANY NEW PUBLIC WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN, HAVE BEEN DESIGNED IN COMPLIANCE WITH THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK HEREIN SEALED BY THE DESIGN ENGINEER.

REVIEWED BY:


WILLIAMSON COUNTY ESD #3
2-8-21
DATE

CITY OF HUTTO ENGINEER
1-27-21
DATE

SHEET INDEX

NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES 1 OF 2
3	GENERAL NOTES 2 OF 2
4	PLAT 1 OF 3
5	PLAT 2 OF 3
6	PLAT 3 OF 3
7	EXISTING CONDITIONS & DEMOLITION PLAN
8	OVERALL DRAINAGE AREA MAP
9	ONSITE DRAINAGE AREA MAP
10	INLET DRAINAGE CALCULATIONS
11	EROSION & SEDIMENTATION CONTROL PLAN 1 OF 3
12	EROSION & SEDIMENTATION CONTROL PLAN 2 OF 3
13	EROSION & SEDIMENTATION CONTROL PLAN 3 OF 3
14	EROSION & SEDIMENTATION CONTROL PLAN DETAILS 1 OF 2
15	EROSION & SEDIMENTATION CONTROL PLAN DETAILS 2 OF 2
16	GRADING PLAN
17	LOT GRADING PLAN 1 OF 2
18	LOT GRADING PLAN 2 OF 2
19	LOT GRADING SCHEMES
20	CHANNEL 'A' PLAN & PROFILE (STA 1+00 TO 10+00)
21	CHANNEL 'A' PLAN & PROFILE (STA 10+00 TO 19+00)
22	CHANNEL 'A' PLAN & PROFILE (STA 19+00 TO END)
23	BROOKLANDS BOULEVARD PLAN & PROFILE (STA 21+26 TO 25+50)
24	BROOKLANDS BOULEVARD PLAN & PROFILE (STA 25+50 TO STA 29+37)
25	CLEARLAKE DRIVE PLAN & PROFILE (STA 22+65 TO 25+50)
26	CLEARLAKE DRIVE PLAN & PROFILE (STA 25+50 TO END)
27	TIMBER BROOK DRIVE PLAN & PROFILE (STA 17+78 TO 21+00)
28	TIMBER BROOK DRIVE PLAN & PROFILE (STA 21+00 TO END)
29	TOKALAUN DRIVE PLAN & PROFILE (STA 11+50 TO 15+50)
30	TOKALAUN DRIVE PLAN & PROFILE (STA 15+50 TO END)
31	EAGLE LAKE DRIVE PLAN & PROFILE (STA 19+59 TO END)
32	SWINDOLL LANE PLAN & PROFILE (STA 1+00 TO 5+50)
33	SWINDOLL LANE PLAN & PROFILE (STA 5+50 TO END)
34	WIND ELM DRIVE PLAN & PROFILE (STA 14+47 TO END)
35	ALLEY L1 PLAN & PROFILE (STA 10+00 TO 12+50)
36	ALLEY L1 PLAN & PROFILE (STA 12+50 TO END)
37	ALLEY M1 PLAN & PROFILE (STA 10+27 TO 13+00)
38	ALLEY M1 PLAN & PROFILE (STA 13+00 TO END)
39	ALLEY O1 PLAN & PROFILE (STA 1+00 TO 3+50)
40	ALLEY O1 PLAN & PROFILE (STA 3+50 TO END)
41	ALLEY O2 PLAN & PROFILE (STA 1+00 TO END)
42	OVERALL STORM DRAIN PLAN
43	SD 'A' PLAN & PROFILE
44	SD 'A' LATERALS
45	SD 'B' PLAN & PROFILE AND SD 'B' LATERALS
46	SD 'C' PLAN & PROFILE AND SD 'C' LATERALS
47	SD 'D' PLAN & PROFILE AND SD 'D' LATERALS
48	STORM DRAIN DETAILS 1 OF 2
49	STORM DRAIN DETAILS 2 OF 2
50	OVERALL WATER LINE PLAN
51	WL 'B' & WL 'C' PLAN
52	WL 'J' & WL 'N' PLAN
53	WL 'K' PLAN & PROFILE
54	WATER UTILITY DETAILS 1 OF 2
55	WATER UTILITY DETAILS 2 OF 2
56	OVERALL WASTEWATER LINE PLAN
57	WWL 'M' PLAN & PROFILE
58	WWL 'P' & WWL 'N' PLAN & PROFILE
59	WWL 'Q' PLAN & PROFILE
60	WWL 'R' PLAN & PROFILE
61	WWL 'S' PLAN & PROFILE (STA 1+00 TO 10+00)
62	WWL 'S' PLAN & PROFILE (STA 10+00 TO 18+00)
63	WWL 'S' PLAN & PROFILE (STA 18+00 TO END)
64	WWL 'T' PLAN & PROFILE
65	FORCE MAIN ADJUSTMENTS
66	WW SYSTEM QVD CALCULATIONS
67	WASTEWATER UTILITY DETAILS 1 OF 2
68	WASTEWATER UTILITY DETAILS 2 OF 2
69	SIGNAGE PLAN
70	LIGHTING PLAN
71	LIGHTING PLAN DETAILS
72	STANDARD DETAILS 1 OF 2
73	STANDARD DETAILS 2 OF 2

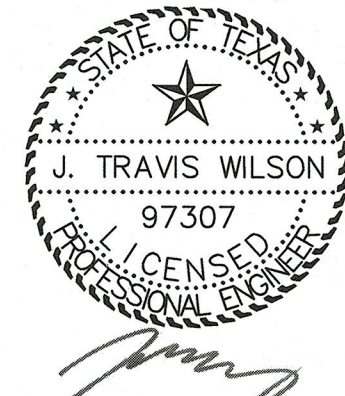


Know what's below.
Call before you dig.

CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO
VERIFY ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:			
PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
SHEET NO. 1 OF 73			
1701-ENG			

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1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

COVER SHEET

REVISIONS/CORRECTIONS		BY
NO.	DATE	DESCRIPTION

CITY OF HUTTO - GENERAL CONSTRUCTION NOTES - UPDATED MARCH 2019

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:
- | | |
|-----------|----------------|
| TEXAS 811 | 811 |
| LONE STAR | 1-800-669-8344 |
- FOR LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. PRIOR TO ANY CONSTRUCTION, THE DESIGN ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE. IF CONSTRUCTION IS NOT STARTED ON THE SITE WITHIN 30 CALENDAR DAYS AFTER THE PRE-CONSTRUCTION CONFERENCE, THE ENGINEER SHALL CONVENE A NEW PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, AND ALL THE ABOVE MENTIONED ENTITIES.
3. PRIOR TO ANY CHANGES TO THE CONSTRUCTION SITE, VIDEO OF THE SITE MUST BE TAKEN AND PROVIDED TO THE CITY BEFORE CONSTRUCTION COMMENCES.
4. ALL CONSTRUCTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL AND STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS. IF CITY OF HUTTO ENGINEERING MANUAL UNAVAILABLE, OR NOT APPLICABLE, REFER TO TxDOT AND/OR CITY OF GEORGETOWN MANUAL, STANDARDS AND/OR SPECIFICATIONS.
5. ALL STORM SEWER BENDS AND WYES SHALL BE PREFABRICATED.
6. ALL STORM SEWER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES.
7. ALL STORM SEWER MAINS TO BE VIDEO TAPED BY CAMERA NO SOONER THAN 30 DAYS AFTER TOTAL COMPLETION OF THE STORM SEWER LINES. TWO DIGITAL COPIES SHALL BE SUPPLIED TO THE CITY BEFORE CLOSOUT. ALL STORM SEWER CONDUITS WILL BE INSPECTED BY THE CITY BEFORE CITY ACCEPTANCE. VIDEO MUST SHOW DETAILS OF ALL IRREGULARITIES OR OFFSETS (MINIMUM 10 SECONDS OF VIDEO TIME).
8. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
9. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
10. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
12. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
13. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
14. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
16. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. ACCURATE "RECORD" DRAWINGS WILL BE PROVIDED TO THE CITY OF HUTTO, ALONG WITH A LETTER CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, STATING THAT SAID PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS, PRIOR TO THE OWNER BEING ISSUED A CERTIFICATION OF COMPLETION AND FINAL ACCEPTANCE. THESE "RECORD" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENTS PRIOR TO FINAL ACCEPTANCE.
17. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
18. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT 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.
19. 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.
20. 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.
21. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
22. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.
23. REVEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF GEORGETOWN CONSTRUCTION STANDARDS.
24. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
25. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
26. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION VERTICALLY AND HORIZONTALLY OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL NOTIFY THE ENGINEER AND THE CITY IF THE EXISTING UTILITY LOCATION AND DEPTHS ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLANS. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
27. ALL FIRE LINES SHALL BE DUCTILE IRON.
28. DETECTABLE TAPE SHALL BE USED FOR ALL UNDERGROUND UTILITIES. TAPE MUST BE 12" WIDE 5 MIL WITH APPLICABLE COLOR AND LABEL.
29. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY WHICH OCCURS AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER(S) FOR ALL COST RELATED TO DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

TYPICAL SEQUENCE OF CONSTRUCTION

1. HOLD PRE-CONSTRUCTION CONFERENCE.
2. NO CLEARING OR ROUGH GRADING MAY BE DONE UNTIL THE APPROVED EROSION AND SEDIMENTATION CONTROLS ARE IN PLACE.
3. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND STABILIZATION CONSTRUCTION ENTRANCE, IF REQUIRED, IN THE APPROVED PLANS.
4. ROUGH GRADE STREETS.
5. INSTALL ALL UTILITIES IN RIGHT-OF-WAY.
6. RE-GRADE AND COMPACT SUBGRADE. MEET WITH CITY INSPECTOR AND DESIGN ENGINEER TO DETERMINE AREAS OF DIFFERING STREET SECTION THICKNESS OR SUBGRADE PREPARATION IF CALLED FOR IN THE GEOTECHNICAL REPORT.
7. ENSURE ALL UNDERGROUND UTILITY CROSSINGS ARE IN PLACE INCLUDING SLEEVES FOR DRY UTILITIES AND INSTALL FIRST COURSE OF BASE.
8. INSTALL CURBS, RIP-RAP AND MISCELLANEOUS CONCRETE.
9. INSTALL SECOND COURSE OF BASE.
10. LAY ASPHALT.
11. FINAL GRADE ANY DITCHES AND PARKWAYS.
12. REVEGETATE ALL DISTURBED AREAS. DISPOSE OF SPOIL IN AN APPROVED MANNER.
13. SCHEDULE A FINAL INSPECTION WITH CITY.
14. AFTER ACCEPTANCE OF CONSTRUCTION, TEMPORARY EROSION CONTROLS MAY BE REMOVED.

CITY OF HUTTO - EROSION, SEDIMENTATION & TREE PROTECTION NOTES - UPDATED AUGUST 2018

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL PLANTING SHALL BE DONE BETWEEN MAY 1ST AND SEPTEMBER 15TH EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATE SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 LBS/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, CLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
4. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
5. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR INCHES (4"). THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF ONE HALF AND INCH (1/2") OR GREATER TO POSTPONE THE WATER SCHEDULE ONE WEEK.
6. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST ONE AND ONE HALF INCHES (1.5") HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN TWENTY-FIVE SQUARE FEET EXIST.
7. A MINIMUM OF FOUR INCHES (4") OF TOPSOIL TO BE PLACE IN ALL AREA DISTURBED BY CONSTRUCTION.
8. THE CONTRACTOR TO HYDRO MULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
9. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINE.
10. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIP LINE AREA.
11. WHERE A FENCE IS CLOSER THAN FOUR FEET (4') TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT FEET (8'), OR THE LIMITS OF LOWER BRANCHING, IN ADDITION TO THE FENCING.
12. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
13. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREA WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
14. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURE, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
15. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING ONE-QUARTER INCH (1/4") TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
16. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEHIND THE AREA IN QUESTION.
17. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
18. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNER'S EXPENSE.
19. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

WCESD #3 FIRE PROTECTION NOTES

1. NO OVERHEAD OBSTRUCTIONS SHALL BE LOWER THAN 13 FEET 6 INCHES.
2. ALL APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS
3. NO CONSTRUCTION INVOLVING COMBUSTIBLE MATERIALS SHALL TAKE PLACE UNTIL FIRE APPARATUS ACCESS ROADS AND FIRE HYDRANTS ARE INSTALLED AND OPERATIONAL.
4. ALL FIRE HYDRANTS MUST HAVE A MINIMUM OF 3 FOOT TO 6 FOOT SETBACK FROM THE CURB OR BE PROTECTED FROM VEHICLE IMPACT WITH BOLLARDS.

CITY OF HUTTO - WATER NOTES - UPDATED MARCH 2019

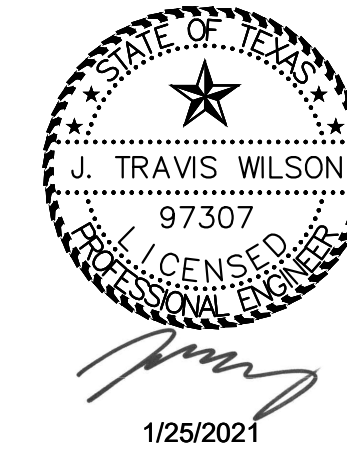
1. WATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. FIRE HYDRANTS ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLY WRAP BAG AND TAPED INTO PLACE. THE POLY WRAP SHALL BE REMOVED WHEN THE MAINS ARE ACCEPTED AND BROUGHT INTO SERVICE. ALL FIRE LINES SHALL BE DUCTILE IRON.
3. ALL WATER SERVICE, WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS: A. WATER SERVICE "W" ON TOP OF CURB B. VALVE "V" ON TOP OF CURB OR VALVE SIGN AS INSTRUCTED BY CITY ENGINEER
- A. WATER SERVICE "W" ON TOP OF CURB
- B. VALVE "V" ON TOP OF CURB OR VALVE SIGN AS INSTRUCTED BY CITY ENGINEER
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WATER.
7. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
8. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C900/C905, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). WATER SERVICES (2" OR SMALLER) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
9. ALL DUCTILE IRON PIPE (D.I.P) SHALL BE WRAPPED WITH EIGHT (8) MIL, BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA C105/A21.5.
10. ALL D.I.P. SHALL BE LINED WITH VIRGIN POLYETHYLENE CONFORMING TO ASTM D-1248; 40 MIL THICKNESS (NOMINAL), 35 MILS (MINIMUM). LINER TO BE POLYBOND OR EQUAL. AT ANY POINT WHERE D.I.P. CANNOT BE WRAPPED IN POLYETHYLENE, COAT THE EXTERIOR WITH POLYBOND OR APPROVED EQUAL.
11. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
12. ALL POTABLE WATERLINES AND SANITARY SEWER FACILITIES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
- A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
- I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
- II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
- III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
- IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
- B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
- I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
- a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
- b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE. C. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
- IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
- II. THE CONTRACTOR MUST OBTAIN A TEMPORARY WATER METER FROM THE CITY OF HUTTO UTILITY BILLING DEPARTMENT FOR ALL WATER USED DURING CONSTRUCTION.
14. CONTRACTOR TO SCHEDULE WATER VALVE CLOSURE THROUGH CITY OF HUTTO: DEPARTMENT OF PUBLIC WORKS – UTILITY DIVISION WITH ADVANCE NOTICE OF 7 DAYS. CONTRACTOR TO CONTACT PUBLIC WORKS AT PHONE #512-759-4016 AND NOTIFY CONSTRUCTION INSPECTOR. WATER VALVE CLOSURE WILL ONLY BE SCHEDULED FOR TUESDAY THROUGH THURSDAY. CONTRACTOR TO NOTIFY ALL BUSINESSES AND RESIDENTS AFFECTED BY VALVE CLOSURES. CLOSURES MUST BE COORDINATED TO MINIMIZE EFFECTS ON EXISTING CUSTOMERS WITH CONSIDERATIONS GIVEN TO BUSINESSES THAT REQUIRE WATER TO MAINTAIN OPERATIONS.
15. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE CITY OF HUTTO. CONTRACTOR WILL BE RESPONSIBLE FOR TRACKING THE AMOUNT OF WATER USED DURING FLUSHING AND BE REQUIRED TO REIMBURSE THE CITY FOR WATER USE, IF NOT ALREADY METEDED.
16. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES AND SHALL PROVIDE ALL EQUIPMENT NECESSARY (INCLUDING TEST GAGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTION MATERIAL) AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY THE ENGINEER AND A CITY OF HUTTO CONSTRUCTION INSPECTOR. WATER SAMPLES WILL BE COLLECTED TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM.
17. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING. PAGE 3 OF 3
18. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
19. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
20. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
21. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
22. ALL FIRE LINES SHALL BE DUCTILE IRON PIPE (AWWA C-100, CLASS 200).
23. ALL FIRE HYDRANTS SHALL BE SILVER IN COLOR INCLUDING BONNET AND INSTALLED PER CITY OF HUTTO STANDARD DETAIL.
24. ALL WATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
25. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
26. ALONG STATE HIGHWAYS, WATER LINES ARE REQUIRED ON BOTH SIDES OF THE ROADWAY. NEW WATER LINES CROSSING EXISTING STREETS SHALL BE PLACED BY BORING. A STEEL CASING SHALL BE REQUIRED UNDER MAJOR AND MINOR COLLECTOR ROADWAYS, ARTERIAL ROADWAYS AND STATE HIGHWAY. OPEN CUT EXCAVATION WILL NOT BE ALLOWED TO CROSS EXISTING STREETS, UNLESS APPROVED BY THE CITY ENGINEER.
27. ALL NEW WATER PIPES MUST HAVE DETECTABLE TAPE PER CITY OF HUTTO STANDARD DETAIL.
28. ALL AUTOMATIC FLUSH VALVES MUST USE A METER TO MEASURE WATER LOSS.
29. TRACER WIRE WILL BE TESTED AND MUST WORK CORRECTLY BEFORE CITY ACCEPTANCE OF INFRASTRUCTURE. TRACER WIRER MUST BE ENCASED IN PIPE. 30 ALL REDUCED SIZE TAPS SHALL BE MADE USING AN EPOXY COATED FABRICATED STEEL TAPPING SLEEVE WITH STAINLESS STEEL BOLTS, OR A STAINLESS STEEL FULL CIRCLE TAPPING SLEEVE WITH DUCTILE IRON FLANGE.

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

GENERAL NOTES 1 OF 2

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE:
1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
2 OF 73

1701-ENG

Know what's below.
Call before you dig.

CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO
VERIFY ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

CITY OF HUTTO - WASTEWATER NOTES - UPDATED MARCH 2019

1. WASTEWATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING DESIGN MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. NO CURVILINEAR WASTEWATER DESIGN/LAYOUT IS PERMITTED.
3. ALL WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
- A. WASTEWATER SERVICE "S" ON TOP OF CURB
- B. VALVE "V" ON TOP OF CURB
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. MANDREL TESTING WILL BE REQUIRED ON ALL WASTEWATER PIPE AS PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
7. ALL GRAVITY WASTEWATER MAINS TO BE FIELD-TESTED FOR WATER TIGHTNESS AND VIDEO TAPED BY CAMERA SO SOONER THAN 30-DAYS AFTER TOTAL COMPLETION OF WASTEWATER LINES. TWO DIGITAL COPIES SHALL BE PROVIDED TO THE CITY BEFORE CLOSEOUT.
8. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WASTEWATER.
9. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE SEPARATELY AND INDEPENDENTLY OF WASTEWATER LINES BY HYDROSTATIC EXFILTRATION TESTING OR OTHER CITY APPROVED METHOD PER CITY OF HUTTO CONSTRUCTION SPECIFICATIONS.
10. EXISTING MANHOLES SHALL BE TESTED FOR LEAKAGE PRIOR TO CORING OR ADJUSTMENT.
11. EXISTING MANHOLES SHALL HAVE ALL CONCRETE SURFACES CLEANED AND COATED PER CITY OF HUTTO WASTEWATER DETAILS AFTER CORING OR ADJUSTMENT.
12. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE / NATIONAL SANITATION FOUNDATION STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
13. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C900, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). DUCTILE IRON FOR PRESSURE WASTEWATER MAINS SHALL HAVE A CORROSION RESISTANT INTERIOR LINING ACCEPTABLE TO OWNER. PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC SDR-26, ASTM D-3034.
14. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
15. ALL SANITARY SEWER FACILITIES AND POTABLE WATERLINES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
- A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
- I. A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
- II. VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
- III. HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
- IV. COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
- B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
- I. IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
- a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
- b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
- c. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
- IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
- II. PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
16. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
17. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
18. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
19. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
20. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
21. ALL WASTEWATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
22. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

TCEQ WATER DISTRIBUTION SYSTEM - GENERAL CONSTRUCTION NOTES

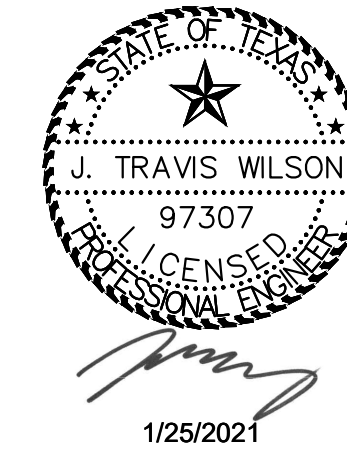
1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].
3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].
5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].
11. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.
- THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
- $$Q=(LD\cdot P)/148,000$$
- WHERE:
- Q= THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
 - L= THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
 - D= THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 - P= THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
- THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
- $$L=(LD\cdot P)/148,000$$
- WHERE:
- L= THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
 - S= THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
 - D= THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 - P= THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].
14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

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TBPE FIRM REG. NO. F-16302



BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

GENERAL NOTES 2 OF 2

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
3 OF 73

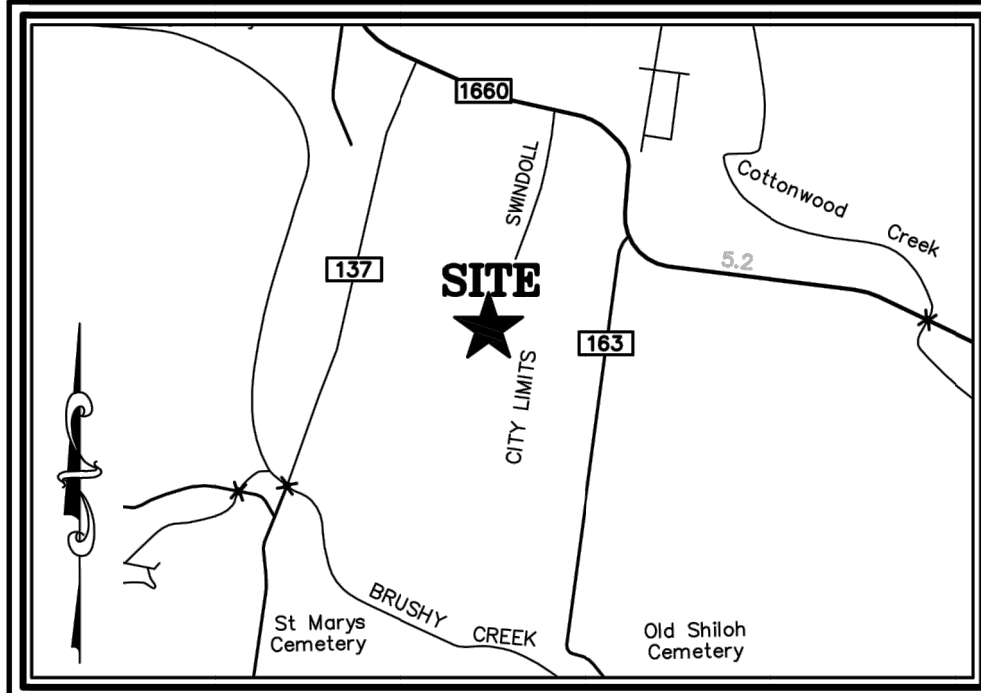
1701-ENG



CAUTION!

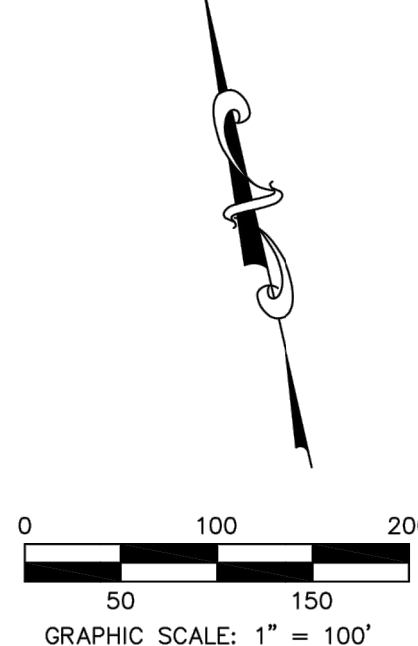
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CITY OF HUTTO APPROVAL:

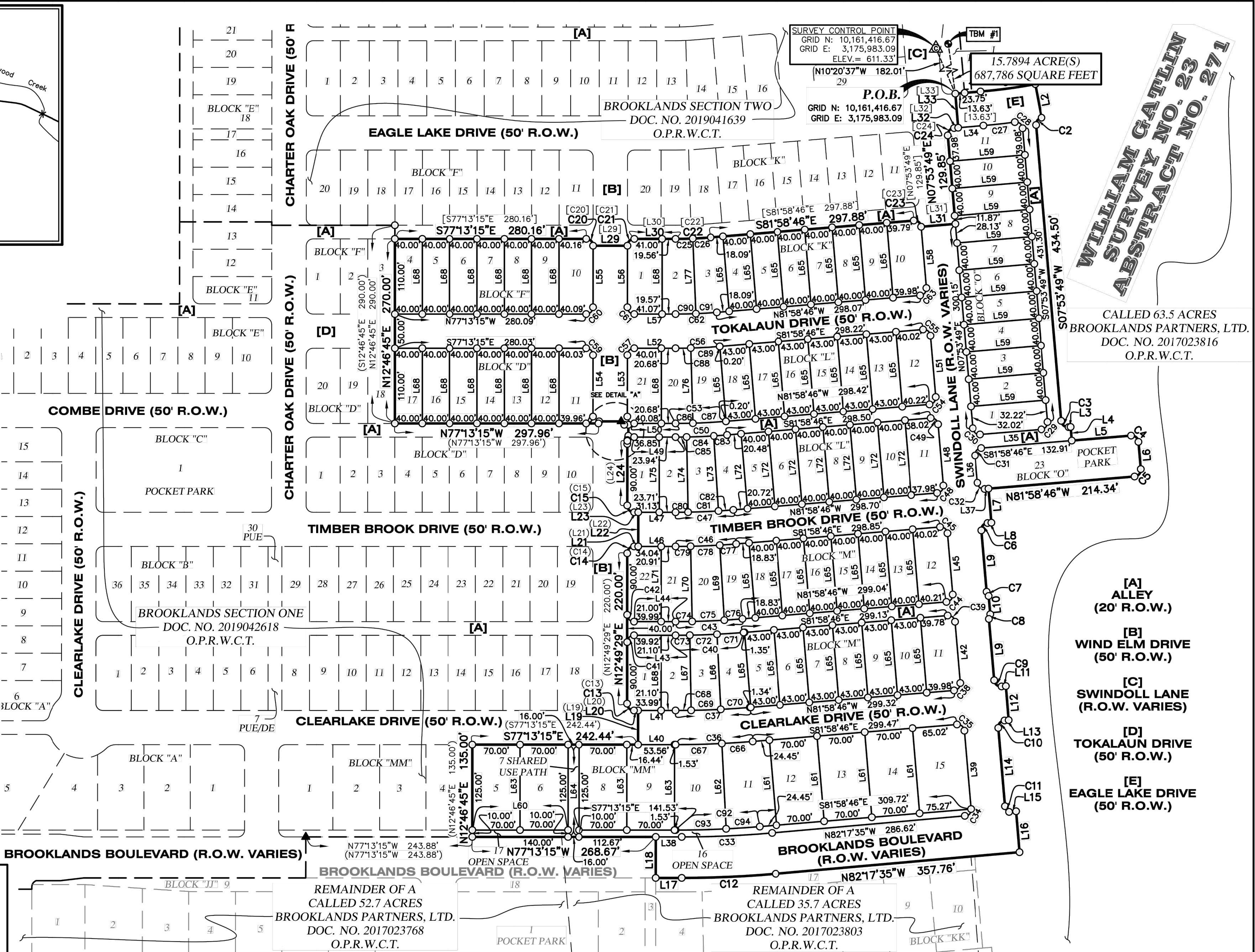
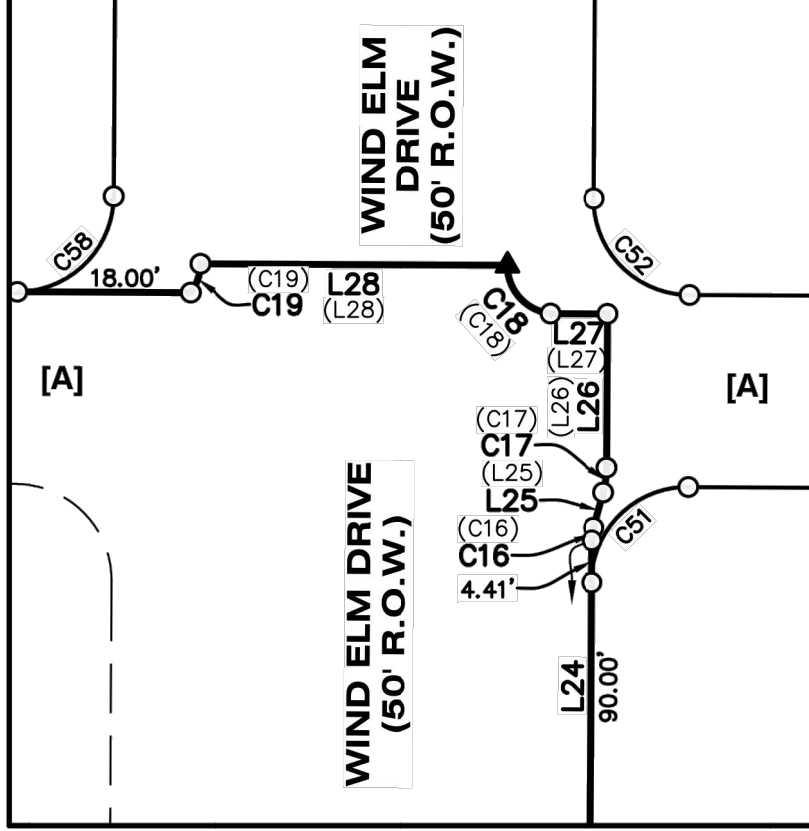


VICINITY MAP
SCALE: 1" = 2000'

LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	1/2" IRON ROD WITH "WARD" BOUNDARY CAP SET
	BENCHMARK
	SURVEY CONTROL POINT
	RIGHT-OF-WAY
	DOC. NO.
	O.P.R.W.C.T.
	RECORD INFORMATION PER DOC. NO. 2019042618
	RECORD INFORMATION PER DOC. NO. 2019041639



DETAIL "A"
1" = 20'



BROOKLANDS SECTION FOUR
City of Hutto,
Williamson County, Texas

ACREAGE: 15.7894
PATENT SURVEY: WILLIAM GATLIN SURVEY 23, ABSTRACT 271
NUMBER OF BLOCKS: 7
NUMBER OF LOTS: 92
SINGLE FAMILY/RESIDENTIAL LOTS: 88
SINGLE FAMILY/RESIDENTIAL LOTS (TOTAL ACREAGE): 10.4323
ACCESS EASEMENT LOT: 1
OPEN SPACE/LANDSCAPE LOTS: 2
POCKET PARK LOTS: 1
LINEAR FEET OF NEW STREET: 5,332.00'

OWNER:
BROOKLANDS PARTNERS, LTD.
P.O. BOX 670649
DALLAS, TEXAS 75367

ENGINEER:
MILLER GRAY, L.L.C.
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731

SURVEYOR:
4WARD LAND SURVEYING
2201 WOODWARD STREET
AUSTIN, TEXAS 78745

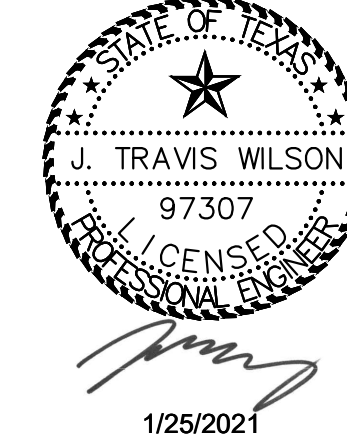
Transect	T3	T4
Principal Building	24 ft. min	20 ft. max
Front Setback Principal	20 ft. max	12 ft. max
Front Setback Secondary	18 ft. min, total	0 ft. min, 8 ft. total max
Side Setback	24 ft. min	3 ft. min
Rear Setback	50% min	70%
Frontage Buildout		
Secondary Building		
Front Setback	20 ft. min, + bldg, setback	20 ft. min + bldg, setback
Side Setback	3 ft. or 6 ft.	0 ft. min or 3 ft.
Rear Setback	3 ft. min.	3 ft.

4WARD
Land Surveying
A United Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/29/2020
Project:	00569
Scale:	1" = 100'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	FEB. 2017
Sheet:	1 OF 3

P:\00569\00569\00569_Plat_Sec_4.dwg

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

PLAT 1 OF 3

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTJ
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SHEET NO.
4 OF 73

1701-ENG



CAUTION!

IT IS THE CONTRACTORS RESPONSIBILITY TO
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HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	80.52'	775.00'	5°57'11"	S84°57'22"E	80.49'
C2	14.69'	10.00'	84°10'11"	S49°58'57"W	13.40'
C3	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C4	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C5	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C6	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C7	7.10'	10.00'	40°41'27"	S12°27'17"E	6.95'
C8	7.24'	10.00'	41°28'05"	S28°38'13"W	7.08'
C9	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C10	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C11	10.78'	10.00'	61°44'40"	S22°58'31"E	10.26'
C12	137.66'	1,555.00'	5°04'20"	N79°45'25"W	137.61'
C13	15.72'	10.00'	90°02'33"	N32°11'55"W	14.15'
C14	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
C15	15.72'	10.00'	90°02'19"	N32°11'58"W	14.15'
C16	1.31'	5.00'	15°00'00"	N20°19'28"E	1.31'
C17	2.62'	10.00'	15°00'00"	N20°19'28"E	2.61'
C18	7.37'	5.03'	84°01'29"	N29°11'16"W	6.73'
C19	3.21'	5.03'	36°35'02"	S31°06'59"W	3.16'
C20	15.72'	10.00'	90°02'43"	S32°11'53"E	14.15'
C21	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
C22	51.49'	620.00'	4°45'31"	S79°36'01"E	51.48'
C23	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C24	15.73'	10.00'	90°07'34"	N52°57'32"E	14.16'
C25	25.12'	620.00'	2°19'17"	S78°22'54"E	25.12'
C26	26.37'	620.00'	2°26'14"	S80°45'39"E	26.37'
C27	46.08'	825.00'	3°12'00"	S83°34'46"E	46.07'
C28	16.24'	10.00'	93°04'35"	S38°38'28"E	14.52'
C29	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C30	15.69'	10.00'	89°52'35"	N37°02'28"W	14.13'
C31	15.73'	10.00'	90°07'25"	N52°57'32"E	14.16'
C32	15.69'	10.00'	89°52'35"	N37°02'28"W	14.13'
C33	132.35'	1,495.00'	5°04'20"	N79°45'25"W	132.30'
C34	11.56'	10.00'	66°15'40"	S41°09'04"W	10.93'
C35	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C36	112.95'	1,360.00'	4°45'31"	S79°36'01"E	112.92'
C37	108.80'	1,310.00'	4°45'31"	N79°36'01"W	108.77'
C38	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C39	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C40	99.66'	1,200.00'	4°45'31"	S79°36'01"E	99.64'
C41	15.70'	10.00'	89°57'16"	N57°48'07"E	14.14'
C42	15.72'	10.00'	90°02'44"	N32°11'53"W	14.15'
C43	98.00'	1,180.00'	4°45'31"	N79°36'01"W	97.98'
C44	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C45	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C46	88.87'	1,070.00'	4°45'31"	S79°36'01"E	88.84'
C47	84.72'	1,020.00'	4°45'31"	N79°36'01"W	84.69'
C48	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C49	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C50	75.58'	910.00'	4°45'31"	S79°36'01"E	75.56'
C51	15.70'	10.00'	89°57'15"	N57°48'07"E	14.14'
C52	15.72'	10.00'	90°02'43"	S32°11'53"E	14.15'
C53	73.92'	890.00'	4°45'31"	N79°36'01"W	73.90'
C54	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C55	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C56	64.78'	780.00'	4°45'31"	S79°36'01"E	64.76'
C57	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
C58	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
C59	15.72'	10.00'	90°02'43"	S32°11'53"E	14.15'
C60	15.70'	10.00'	89°57'17"	S57°48'07"W	14.14'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C61	15.72'	10.00'	90°02'43"	N32°11'53"W	14.15'
C62	60.63'	730.00'	4°45'31"	N79°36'01"W	60.61'
C63	15.73'	10.00'	90°07'25"	S52°57'32"W	14.16'
C66	45.01'	1,360.00'	1°53'47"	S81°01'53"E	45.01'
C67	67.94'	1,360.00'	2°51'45"	S78°39'07"E	67.94'
C68	22.65'	1,310.00'	0°59'26"	S77°42'58"E	22.65'
C69	43.75'	1,310.00'	1°54'48"	S79°10'05"E	43.75'
C70	42.41'	1,310.00'	1°51'17"	S81°03'08"E	42.40'
C71	38.85'	1,200.00'	1°51'17"	S81°03'08"E	38.84'
C72	40.08'	1,200.00'	1°54'48"	S79°10'05"E	40.07'
C73	20.74'	1,200.00'	0°59'26"	S77°42'58"E	20.74'
C74	24.19'	1,180.00'	1°10'28"	N77°48'29"W	24.19'
C75	47.32'	1,180.00'	2°17'52"	N79°32'39"W	47.32'
C76	26.49'	1,180.00'	1°17'11"	N81°20'11"W	26.49'
C77	24.02'	1,070.00'	1°17'11"	S81°20'11"E	24.02'
C78	42.91'	1,070.00'	2°17'52"	S79°32'39"E	42.91'
C79	21.93'	1,070.00'	1°10'28"	S77°48'29"E	21.93'
C80	18.24'	1,020.00'	1°01'28"	S77°43'59"E	18.24'
C81	44.84'	1,020.00'	2°31'07"	S79°30'16"E	44.83'
C82	21.64'	1,020.00'	1°12'56"	S81°22'18"E	21.64'
C83	19.52'	910.00'	1°13'44"	S81°21'54"E	19.52'
C84	40.00'	910.00'	2°31'07"	S79°29'29"E	40.00'
C85	16.06'	910.00'	1°00'40"	S77°43'35"E	16.06'
C86	25.27'	890.00'	1°37'36"	S78°02'03"E	25.27'
C87	48.65'	890.00'	3°07'55"	S80°24'49"E	48.64'
C88	22.14'	780.00'	1°37'36"	S78°02'03"E	22.14'
C89	42.64'	780.00'	3°07'55"	S80°24'49"E	42.63'
C90	29.58'	730.00'	2°19'17"	N78°22'54"W	29.58'
C91	31.05'	730.00'	2°26'14"	N80°45'39"W	31.05'
C92	123.34'	1,485.00'	4°45'31"	S79°36'01"E	123.30'
C93	74.19'	1,485.00'	2°51'45"	S78°39'07"E	74.18'
C94	49.15'	1,485.00'	1°53'47"	S81°01'53"E	49.15'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C13)	15.72'	10.00'	90°02'33"	N32°11'55"W	14.15'
(C14)	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
(C15)	15.72'	10.00'	90°02'19"	N32°11'58"W	14.15'
(C16)	1.31'	5.00'	15°00'00"	N20°19'28"E	1.31'
(C17)	2.62'	10.00'	15°00'00"	N20°19'28"E	2.61'
(C18)	7.37'	5.03'	84°01'29"	N29°11'16"W	6.73'
(C19)	3.21'	5.03'	36°35'02"	S31°06'59"W	3.16'
[C20]	15.72'	10.00'	90°02'43"	S32°11'53"E	14.15'
[C21]	15.70'	10.00'	89°57'17"	N57°48'07"E	14.14'
[C22]	51.49'	620.00'	4°45'31"	S79°36'01"E	51.48'
[C23]	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
[C24]	15.73'	10.00'	90°07'34"	N52°57'32"E	14.16'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S81°58'46"E	37.38'
L2	S02°04'02"W	50.00'
L3	S81°58'46"E	2.99'
L4	S08°01'14"W	20.00'
L5	S81°58'46"E	87.09'
L6	S07°53'49"W	40.00'
L7	S08°01'14"W	50.00'
L8	N81°58'48"W	5.51'
L9	S07°53'49"W	90.00'
L10	S07°42'25"W	26.86'
L11	S81°58'46"E	6.17'
L12	S08°01'14"W	50.00'
L13	N81°58'46"W	6.02'
L14	S07°53'49"W	115.00'
L15	S82°17'35"E	10.21'
L16	S08°01'14"W	60.00'
L17	N77°13'15"W	37.89'
L18	N12°49'28"E	60.00'
L19	N12°46'45"E	50.00'
L20	N77°13'15"W	6.00'
L21	S77°13'15"E	5.97'
L22	N12°54'36"E	50.00'
L23	N77°13'15"W	6.03'
L24	N12°49'29"E	94.41'
L25	N27°49'28"E	3.82'
L26	N12°49'28"E	16.01'
L27	N77°13'15"W	6.00'
L28	N77°14'06"W	32.00'
L29	S77°14'20"E	50.00'
L30	S77°13'15"E	60.56'
L31	S82°06'11"E	50.00'
L32	S81°58'46"E	6.01'
L33	N08°01'14"E	50.00'
L34	S81°58'46"E	37.38'
L35	N81°58'46"W	90.00'
L36	N07°53'49"E	40.00'
L37	N81°58'46"W	5.66'
L38	N77°13'15"W	37.84'
L39	S07°53'49"W	115.02'
L40	S77°13'15"E	55.09'
L41	N77°13'15"W	55.09'
L42	S07°53'49"W	90.00'
L43	S77°13'15"E	61.02'
L44	N77°13'15"W	60.99'
L45	S07°53'49"W	90.00'
L46	S77°13'15"E	54.95'
L47	N77°13'15"W	54.84'
L48	S07°53'49"W	90.00'
L49	S77°13'15"E	60.79'
L50	N77°13'15"W	60.76'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S07°53'49"W	90.00'
L52	S77°13'15"E	60.69'
L53	N12°49'28"E	90.00'
L54	S12°49'28"W	90.00'
L55	S12°49'28"W	90.00'
L56	N12°49'28"E	90.00'
L57	N77°13'15"W	60.64'
L58	S07°53'49"W	90.00'
L59	S82°06'11"E	110.00'
L60	S77°13'15"E	140.00'
L61	N08°01'14"E	125.00'
L62	N09°55'00"E	125.00'
L63	N12°46'45"E	125.00'
L64	N12°46'45"E	135.00'
L65	N08°01'14"E	110.00'
L66	N09°52'31"E	110.00'
L67	N11°47'19"E	110.00'
L68	N12°46'45"E	110.00'
L69	N09°18'25"E	110.00'
L70	N11°36'17"E	110.00'
L71	N12°49'28"E	110.00'
L72	N07°53'49"E	110.00'
L73	N09°07'34"E	110.00'
L74	N11°38'40"E	110.00'
L75	N12°39'20"E	110.00'
L76	N11°09'09"E	110.00'
L77	N10°27'28"E	110.00'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L19)	N12°46'45"E	50.00'
(L20)	N77°13'15"W	6.00'
(L21)	S77°13'15"E	5.97'
(L22)	N12°54'36"E	50.00'
(L23)	N77°13'15"W	6.03'
(L24)	N12°49'29"E	94.41'
(L25)	N27°49'28"E	3.82'
(L26)	N12°49'28"E	16.01'
(L27)	N77°13'15"W	6.00'
(L28)	N77°14'06"W	32.00'
[L29]	S77°14'20"E	50.00'
[L30]	S77°13'15"E	60.56'
[L31]	S82°06'11"E	50.00'
[L32]	S81°58'46"E	6.01'
[L33]	N08°01'14"E	50.00'

BROOKLANDS SECTION FOUR
City of Hutto,
Williamson County, Texas



Date:	9/29/2020
Project:	00569
Scale:	1" = 100'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	FEB. 2017
Sheet:	2 OF 3

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Know what's below.
Call before you dig.

CAUTION!

IT IS THE CONTRACTORS RESPONSIBILITY TO
VERIFY ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

MillerGRAY
Consulting • Engineering • Infrastructure
7320 N. MoPac Expressway, Suite 203
Austin, Texas 78731
Phone (512) 861-5300
www.miller-gray.com
TBPE FIRM REG. NO. F-16302



1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

PLAT 2 OF 3

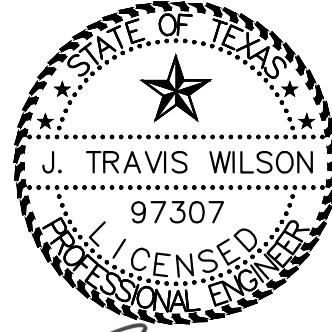
REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE:
1/25/2021

DESIGNED: K



1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

PLAT 3 OF 3

REVISIONS/CORRECTIONS

PROJECT NUMBER
00135-003

DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
6 OF 73

1701-ENG



CAUTION!

IT IS THE CONTRACTORS RESPONSIBILITY TO
VERIFY ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

STATE OF TEXAS {
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS

THAT MARIANNE PLANCEK, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD, BEING THE OWNER OF 15.7894 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 52.7 ACRE TRACT, A PORTION OF A CALLED 35.7 ACRE TRACT, AND A PORTION OF A CALLED 53.5 ACRE TRACT, ALL CONVEYED TO BROOKLANDS PARTNERS, LTD, IN DOCUMENT NOS. 2017023768, 2017023863 AND 2017023816 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT LAND, AND DO HEREBY SUBDIVIDE 15.7894 ACRES OUT OF THE SAID 151.9 ACRES AS SHOWN HEREON, TO BE KNOWN AS

"BROOKLANDS SECTION FOUR"

AND DO CONSENT TO ALL PLAT REQUIREMENTS SHOWN HEREON, AND HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES

WITNESS MY HAND THIS ____ DAY OF _____, 20____

BY: _____
BROOKLANDS PARTNERS, LTD
INTERMANDECO GP, LLC, ITS GENERAL PARTNER
BY: MARIANNE PLANCEK, MANAGER
P.O. BOX 870649
DALLAS, TEXAS 75367

STATE OF TEXAS {
COUNTY OF _____ }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE ____ DAY OF _____, 20____

BY, MARIANNE PLANCEK, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD., WITNESS MY

HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____, 20____

NOTARY PUBLIC, THE STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

STATE OF TEXAS {
COUNTY OF WILLIAMSON }

I, STEVEN M. DUARTE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF HUTTO, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. LOT CORNERS WILL BE SET AFTER THE PLAT IS RECORDED AND SITE GRADING IS COMPLETE.

PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE

9/29/2020

STEVEN M. DUARTE, R.P.L.S. NO. 5940
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78744
512-537-2384

STATE OF TEXAS {
COUNTY OF WILLIAMSON }

THAT I, J. TRAVIS WILSON, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION IS NOT LOCATED WITHIN ZONE "X". AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520F, WILLIAMSON COUNTY, TEXAS DATED DECEMBER 20, 2019.

I, J. TRAVIS WILSON, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

J. TRAVIS WILSON, P.E. DATE _____
REGISTERED PROFESSIONAL ENGINEER NO. 97307
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731

STREET NAMES APPROVED

WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, 4203, NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011448862.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS (NAVD88) SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS (PROCESSED BY O.P.U.S.) ON DATE FEBRUARY 16, 2017, 4WARD CONTROL POINT WAS CHECKED TO LORA MON 8465, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10,161,482.63, E 3,179,254.828, ELEV. 598.3088'.



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174330

Date: 9/29/2020
Project: 00569
Scale: 1" = 100'
Reviewer: PRB
Tach: BAP
Field Crew: TF/SR
Survey Date: FEB. 2017
Sheet: 3 OF 3

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LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 15.7894 ACRES (687,788 SQUARE FEET) OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 52.7 ACRE AND THE REMAINDER OF A CALLED 35.7 ACRE TRACT, BOTH CONVEYED TO BROOKLANDS PARTNERS, LTD, IN DOCUMENT NOS. 2017023768 AND 2017023863 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING A PORTION OF THE REMAINDER OF A CALLED 53.5 ACRE TRACT CONVEYED TO BROOKLANDS PARTNERS, LTD IN DOCUMENT NO. 2017023816 OF THE (O.P.R.W.C.T.), SAID 15.7894 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET IN THE SOUTH LINE OF LOT 1, BLOCK 'Q' BROOKLANDS SECTION TWO, A SUBDIVISION RECORDED IN DOCUMENT NO. 2019041638 (O.P.R.W.C.T.), BEING IN THE NORTH RIGHT-OF-WAY LINE OF EAGLE LAKE DRIVE (50' RIGHT-OF-WAY), AND BEING THE MOST NORTHERLY NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EAGLE LAKE DRIVE, IN PART WITH THE SOUTH LINE OF SAID LOT 1, BLOCK 'Q', S81°58'46"E, A DISTANCE OF 13.63 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 'Q';

THENCE, LEAVING THE EAST LINE OF SAID LOT 1, BLOCK 'Q', OVER AND ACROSS SAID REMAINDER OF BROOKLANDS 63.5 ACRES TRACT, SAID REMAINDER OF BROOKLANDS 35.7 ACRES TRACT AND SAID REMAINDER OF BROOKLANDS 52.7 ACRES TRACT THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:

- 1) S81°58'46"E, A DISTANCE OF 23.75 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 775.00 FEET, WHOSE ARC LENGTH IS 80.52 FEET AND WHOSE CHORD BEARS S84°57'22"E, A DISTANCE OF 80.49 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR THE NORTHEAST CORNER HEREOF,
- 3) S02°04'02"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
- 4) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 14.69 FEET AND WHOSE CHORD BEARS S49°58'57"W, A DISTANCE OF 13.40 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 5) S07°53'49"W, A DISTANCE OF 434.50 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 6) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.69 FEET AND WHOSE CHORD BEARS S37°02'28"E, A DISTANCE OF 14.13 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 7) S81°58'46"E, A DISTANCE OF 2.99 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 8) S08°01'14"W, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 9) S81°58'46"E, A DISTANCE OF 87.08 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.69 FEET AND WHOSE CHORD BEARS S37°02'28"E, A DISTANCE OF 14.13 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 11) S07°53'49"W, A DISTANCE OF 40.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.73 FEET AND WHOSE CHORD BEARS S52°57'32"W, A DISTANCE OF 14.16 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 13) N81°58'46"W, A DISTANCE OF 24.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 14) S08°01'14"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 15) N81°58'46"W, A DISTANCE OF 5.51 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 16) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.73 FEET AND WHOSE CHORD BEARS S52°57'32"W, A DISTANCE OF 14.16 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 17) S07°53'49"W, A DISTANCE OF 80.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 18) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 7.10 FEET AND WHOSE CHORD BEARS S12°27'17"E, A DISTANCE OF 6.95 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 19) S07°42'25"W, A DISTANCE OF 26.88 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
- 20) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 7.24 FEET AND WHOSE CHORD BEARS S28°38'13"W, A DISTANCE OF 7.08 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 21) S07°53'49"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 22) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.69 FEET AND WHOSE CHORD BEARS S37°02'28"E, A DISTANCE OF 14.13 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 23) S81°58'46"E, A DISTANCE OF 5.17 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 24) S08°01'14"W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 25) N81°58'46"W, A DISTANCE OF 6.02 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 26) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.73 FEET AND WHOSE CHORD BEARS S52°57'32"W, A DISTANCE OF 14.16 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 27) S07°53'49"W, A DISTANCE OF 115.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 28) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 10.78 FEET AND WHOSE CHORD BEARS S22°58'31"E, A DISTANCE OF 10.28 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 29) S82°17'35"E, A DISTANCE OF 10.21 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 30) S08°01'14"W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR THE SOUTHEAST CORNER HEREOF,
- 31) N82°17'35"W, A DISTANCE OF 357.76 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 32) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1555.00 FEET, WHOSE ARC LENGTH IS 137.66 FEET AND WHOSE CHORD BEARS N79°45'25"W, A DISTANCE OF 137.61 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 33) N77°13'15"W, A DISTANCE OF 37.88 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 34) N12°49'28"E, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 35) N77°13'15"W, A DISTANCE OF 288.67 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR THE SOUTHWEST CORNER HEREOF, BEING THE SOUTHEAST CORNER OF LOT 17, BLOCK 'MM' BROOKLANDS SECTION ONE, A SUBDIVISION RECORDED IN DOCUMENT NO. 2019042816 (O.P.R.W.C.T.);

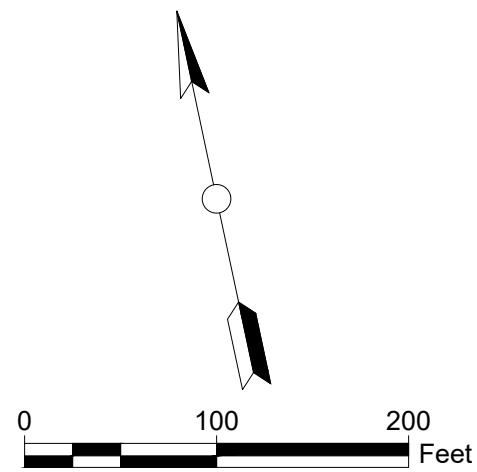
THENCE, WITH THE EAST LINE OF SAID BROOKLANDS SECTION ONE IN PART WITH THE WEST LINE OF SAID REMAINDER OF BROOKLANDS 35.7 ACRES TRACT, AND IN PART WITH THE EAST LINE OF SAID REMAINDER OF BROOKLANDS 52.7 ACRES TRACT THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES:

- 1) N12°46'45"E, A DISTANCE OF 135.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 2) S77°13'15"E, A DISTANCE OF 242.44 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 3) N12°46'45"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 4) N77°13'15"W, A DISTANCE OF 6.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 5) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.72 FEET AND WHOSE CHORD BEARS N32°11'56"W, A DISTANCE OF 14.15 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 6) N12°46'28"E, A DISTANCE OF 220.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 7) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.70 FEET AND WHOSE CHORD BEARS N57°48'07"E, A DISTANCE OF 14.14 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 8) S77°13'15"E, A DISTANCE OF 5.97 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 9) N12°54'36"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 10) N77°13'15"W, A DISTANCE OF 6.03 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 11) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.72 FEET AND WHOSE CHORD BEARS N32°11'56"W, A DISTANCE OF 14.15 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 12) N12°49'28"E, A DISTANCE OF 94.41 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 13) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 5.00 FEET, WHOSE ARC LENGTH IS 1.31 FEET AND WHOSE CHORD BEARS N20°19'28"E, A DISTANCE OF 1.31 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 14) N27°49'28"E, A DISTANCE OF 3.82 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 15) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 2.62 FEET AND WHOSE CHORD BEARS N20°19'28"E, A DISTANCE OF 2.61 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 16) N12°49'28"E, A DISTANCE OF 16.01 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 17) N77°13'15"W, A DISTANCE OF 6.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
- 18) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 5.03 FEET, WHOSE ARC LENGTH IS 7.37 FEET AND WHOSE CHORD BEARS N28°11'16"W, A DISTANCE OF 6.73 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 19) N77°14'06"W, A DISTANCE OF 32.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
- 20) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 5.03 FEET, WHOSE ARC LENGTH IS 3.21 FEET AND WHOSE CHORD BEARS S31°08'59"W, A DISTANCE OF 3.18 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 21) N77°13'15"W, A DISTANCE OF 297.96 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 22) N12°46'45"E, A DISTANCE OF 270.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR THE MOST SOUTHERLY NORTHWEST CORNER HEREOF, BEING THE NORTHEAST CORNER OF LOT 3, BLOCK 'F' OF SAID BROOKLANDS SECTION ONE, AND BEING IN THE SOUTH RIGHT-OF-WAY OF AN ALLEY (20' RIGHT-OF-WAY), AND BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID BROOKLANDS SECTION TWO;

THENCE, WITH THE SOUTH LINE OF SAID BROOKLANDS SECTION TWO AND THE NORTH LINE OF SAID REMAINDER OF BROOKLANDS 35.7 ACRES TRACT, AND WITH THE NORTH LINE OF SAID REMAINDER OF BROOKLANDS 63.5 ACRES TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- 1) S77°13'15"E, A DISTANCE OF 280.16 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.72 FEET AND WHOSE CHORD BEARS S32°11'53"E, A DISTANCE OF 14.15 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 3) S77°14'20"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A NON-TANGENT POINT OF CURVATURE HEREOF,
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.70 FEET AND WHOSE CHORD BEARS N57°48'07"E, A DISTANCE OF 14.14 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 5) S77°13'15"E, A DISTANCE OF 60.58 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 6) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 620.00 FEET, WHOSE ARC LENGTH IS 51.49 FEET AND WHOSE CHORD BEARS S79°36'01"E, A DISTANCE OF 51.48 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 7) S81°58'46"E, A DISTANCE OF 297.88 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.69 FEET AND WHOSE CHORD BEARS S37°02'28"E, A DISTANCE OF 14.13 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 9) S82°08'11"E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 10) N07°53'49"E, A DISTANCE OF 129.85 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
- 11) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.73 FEET AND WHOSE CHORD BEARS N52°57'32"E, A DISTANCE OF 14.16 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
- 12) S81°58'46"E, A DISTANCE OF 6.01 FEET TO A 1/2-INCH IRON ROD WITH *WARD-BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
- 13) N08°01'14"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.7894 ACRES (687,788 SQUARE FEET) OF LAND, MORE OR LESS.

STREET TABLE		
STREET NAME	DESIGN SPEED	LENGTH OF STREET
BROOKLANDS BOULEVARD	35	530.75'
CLEAR LAKE DRIVE	30	541.46'
TIMBER BROOK DRIVE	30	516.04'
TOKALAIN DRIVE	30	806.57'
WILD ELM DRIVE	30	257.00'
EAGLE LAKE DRIVE	30	120.50'
SWINDOLL LANE	30	895.08'
ALLEYS (COMBINED)	15	1,664.60'



LEGEND

- SUBJECT TRACT PROPERTY LINE
- ADJOINER TRACT PROPERTY LINE
- GUY ANCHOR
- INLET
- POWER POLE
- OVERHEAD POWER LINE
- WOOD & METAL FENCE
- CORRUGATED METAL PIPE
- FLOWLINE
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD FOUND CAPPED
- 1/2" IRON ROD SET CAPPED
- BOLT FOUND
- RECORD
- POINT OF BEGINNING
- EXISTING CONCRETE
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- EXISTING TREE TO BE REMOVED

TREE LIST

NUMBER	DESCRIPTION
5001	HACKBERRY
5002	HACKBERRY
5003	HACKBERRY
5004	HACKBERRY
5005	HACKBERRY



CAUTION!

IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CITY OF HUTTO APPROVAL:

MillerGRAY
Consulting • Engineering • Infrastructure
7320 N. MoPac Expressway, Suite 203
Austin, Texas 78731
Phone (512) 861-5300
www.miller-gray.com
TBPE FIRM REG. NO. F-16302



1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLAMSON COUNTY, TEXAS 78634

**EXISTING CONDITIONS &
DEMOLITION PLAN**

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

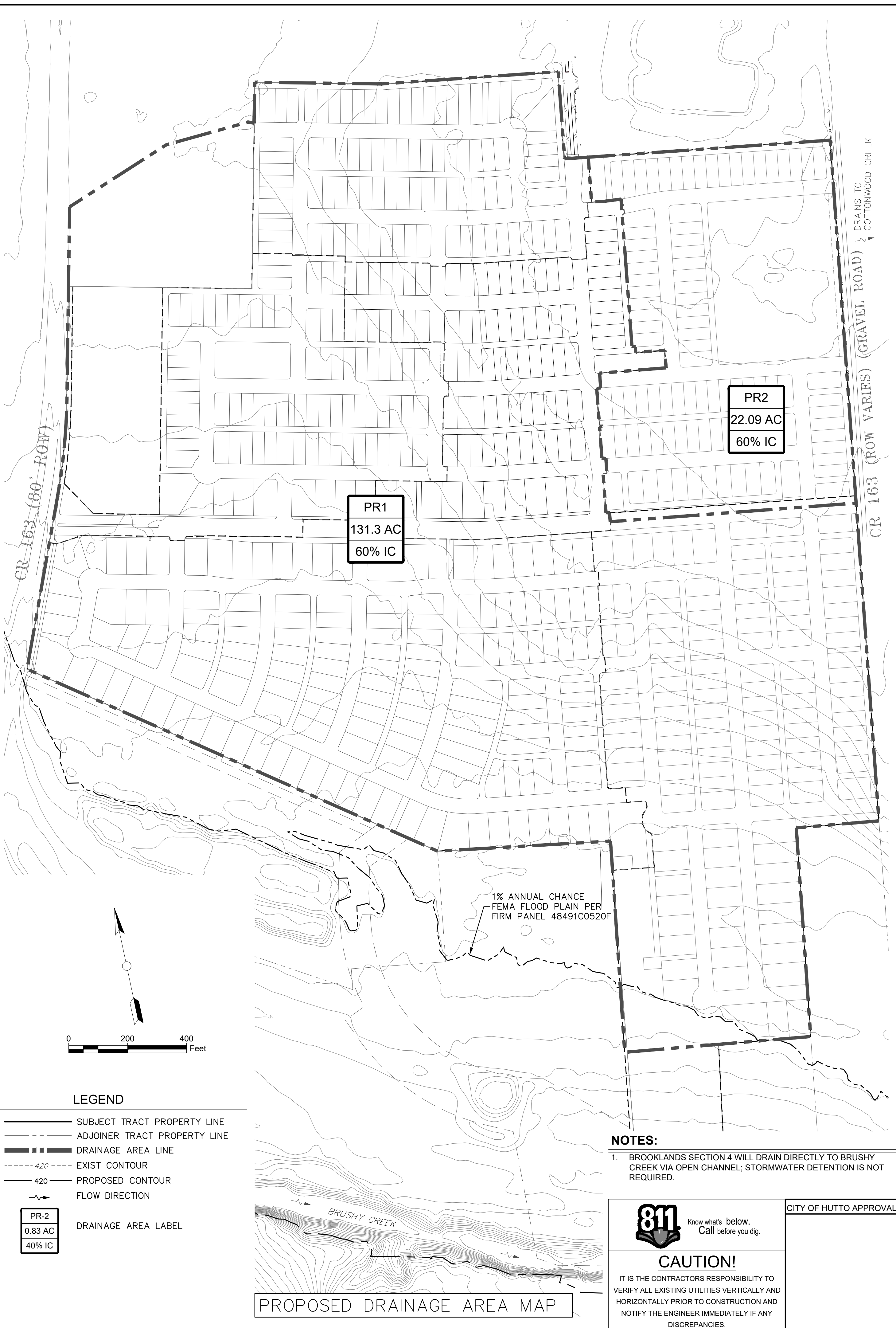
DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTJW

SHEET NO.
7 OF 73

1701-ENG



		Consulting • Engineering • Infrastructure 7320 N. MoPac Expressway, Suite 203 Austin, Texas 78731 Phone (512) 861-5300 www.miller-gray.com TBPE FIRM REG. NO. F-16302	
		1/25/2021	
BROOKLANDS SECTION 4 HUTTO, WILLIAMSON COUNTY, TEXAS 78634		OVERALL DRAINAGE AREA MAP	
PROJECT NUMBER 00135-003		REVISIONS / CORRECTIONS	
NO.	DATE	DESCRIPTION	BY
	1/25/2021		
DATE: 1/25/2021			
DESIGNED: KKE			
CHECKED: JTW			
SHEET NO. 8 OF 73			
1701-ENG			



REPLACEMENT SHEET

NOTES:

- 1. PRIMARY DISCHARGE LOCATION FOR SECTION 4 OUTFALLS INTO OPEN CHANNEL, WHICH CONVEYS RUNOFF DIRECTLY TO BRUSHY CREEK.

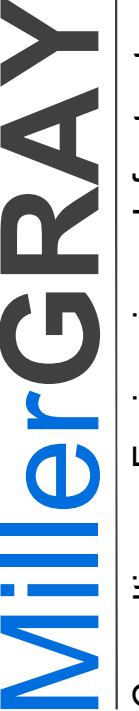


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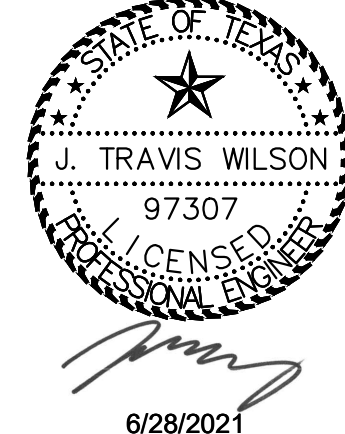
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6/28/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

ONSITE DRAINAGE AREA MAP

REVISIONS/CORRECTIONS		BY
NO.	DATE	DESCRIPTION
R7	6/16/21	REISSUED W/ UPDATED DRAINAGE AREAS (RFI-003)

PROJECT NUMBER 00135-003	DATE: 6/28/2021	DESIGNED: KKE	CHECKED: JTW
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SHEET NO.

9 OF 74

1701-ENG

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
INLET NUMBER	DRAINAGE AREA NO.	Q (CFS)	Q PASS (CFS)	Q TOTAL (Qa)(CFS)	SLOPE (%)	a (IN.)	y _o (FT.)	PONDED WIDTH (FT.)	R.F. (%)	Qa/La	La (FT.)	LENGTH (FT.)	L/La	a/y _o	Q/Qa	Q (CFS)	Q pass (CFS)	REMARK
A01	A01	11.2	0	11.2	0.005	5	0.38	18.8	0%	0.832	13.5	20	1.5	1.11	1.0	11.2	0.0	
A02	A02	7.9	0	7.9	0.005	5	0.33	16.5	0%	0.788	10.0	20	2.0	1.25	1.0	7.9	0.0	
A04	A04	3.6	0	3.6	0.005	5	0.24	12.2	0%	0.694	5.1	10	1.9	1.72	1.0	3.6	0.0	
A05	A05	3.6	0	3.6	0.005	5	0.24	12.3	0%	0.694	5.2	10	1.9	1.72	1.0	3.6	0.0	
A06	A06	4.3	0	4.3	0.005	5	0.27	13.1	0%	0.719	6.0	10	1.7	1.56	1.0	4.3	0.0	
A07	A07	3.7	0	3.7	0.005	5	0.25	12.4	0%	0.702	5.3	10	1.9	1.67	1.0	3.7	0.0	
A08	A08	3.3	0.8	4.1	0.005	5	0.26	12.8	0%	0.711	5.7	10	1.8	1.61	0.8	4.1	0.0	
A08A	A08A	6.6	0	6.6	0.005	5	0.20	10.0	0%	0.653	10.1	10	1.0	2.08	1.0	6.6	0.0	
A09	A09	1.5	0	1.5	0.005	5	0.18	8.8	0%	0.629	2.4	10	4.2	2.38	1.0	1.5	0.0	
A10	A10	1.9	0.6	2.5	0.005	5	0.19	9.6	0%	0.645	3.8	10	2.6	2.17	0.8	2.5	0.0	
A11	A11	1.6	0	1.6	0.005	5	0.18	9.0	0%	0.637	2.5	10	4.0	2.27	1.0	1.6	0.0	
A12	A12	1.2	0	1.2	0.005	5	0.16	8.0	0%	0.613	1.9	10	5.3	2.63	1.0	1.2	0.0	
B01	B01	4.1	0	4.1	0.005	5	0.26	12.9	0%	0.711	5.7	10	1.7	1.61	1.0	4.1	0.0	
B02	B02	4.3	0	4.3	0.005	5	0.27	13.1	0%	0.719	6.0	10	1.7	1.56	1.0	4.3	0.0	
B03	B03	3.2	0	3.2	0.005	5	0.23	11.8	0%	0.686	4.7	10	2.1	1.79	1.0	3.2	0.0	
B04	B04	4.1	0	4.1	0.005	5	0.26	12.8	0%	0.711	5.7	10	1.8	1.61	1.0	4.1	0.0	
C01	C01	4.4	0	4.4	0.005	5	0.27	13.2	0%	0.719	6.1	10	1.6	1.56	1.0	4.4	0.0	
C02	C02	4.5	0	4.5	0.005	5	0.27	13.4	0%	0.719	6.3	10	1.6	1.56	1.0	4.5	0.0	
C03	C03	4.2	0	4.2	0.005	5	0.26	13.0	0%	0.711	5.9	10	1.7	1.61	1.0	4.2	0.0	
C04	C04	4.1	0	4.1	0.005	5	0.26	12.9	0%	0.711	5.8	10	1.7	1.61	1.0	4.1	0.0	
D01	D01	4.2	0	4.2	0.005	5	0.26	13.0	0%	0.711	6.0	10	1.7	1.61	1.0	4.2	0.0	
D02	D02	5.6	0	5.6	0.005	5	0.29	14.5	0%	0.745	7.5	10	1.3	1.43	1.0	5.6	0.0	
D03	D03	4.3	0	4.3	0.005	5	0.26	13.1	0%	0.711	6.0	10	1.7	1.61	1.0	4.3	0.0	

REPLACEMENT SHEET



Know what's below.
Call before you dig.

CAUTION!

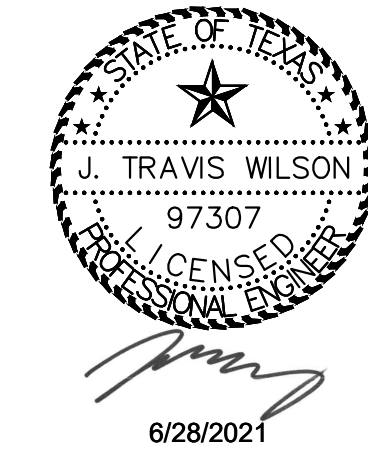
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DISCREPANCIES.

CITY OF HUTTO APPROVAL:

PROJECT NUMBER 00135-003	NO.	DATE	REVISIONS/CORRECTIONS	
	R2	4/26/21	DESCRIPTION REISSUED W/ UPDATED CALCULATIONS (RP-002)	BY JTW
DATE: 6/28/2021				
DESIGNED: KKE				
CHECKED: JTW				
SHEET NO. 10 OF 74				
1701-ENG				

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

INLET DRAINAGE CALCULATIONS

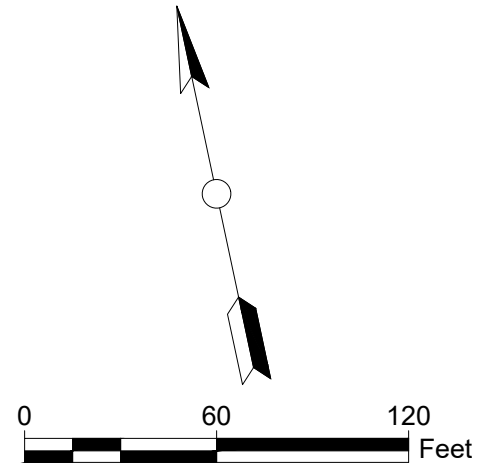


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- LEGEND**
- PROPERTY LINE
 - LOC — LIMITS OF CONSTRUCTION
 - SF — SILT FENCE
 - LOC/SF — LIMITS OF CONSTRUCTION/SILT FENCE
 - T — TREE PROTECTION
 - 72.3 --- EXISTING MINOR CONTOUR LINE
 - 72.5 --- EXISTING MAJOR CONTOUR LINE
 - 72.3 — PROPOSED MINOR CONTOUR LINE
 - 72.5 — PROPOSED MAJOR CONTOUR LINE
 - STAGING/SPOILS AREA
 - CONSTRUCTION ENTRANCE/EXIT
 - RB — TEMPORARY ROCK BERM
 - IP — INLET PROTECTION



- NOTES:**
1. LIMITS OF CONSTRUCTION ARE DEPICTED FOR GRAPHICAL PURPOSES ONLY.
 2. IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATTING.
 3. ALL DISTURBED AREAS SHALL BE PERMANENTLY REVEGETATED PRIOR TO ACCEPTANCE OF PROJECT.
 4. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS.
 5. THE CONTRACTOR WILL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
 6. CONSTRUCTION ACCESS FROM ADJACENT STREETS (SECTION NOS. 1 AND 2) OTHER THAN BROOKLANDS BLVD. IS PROHIBITED. CONTRACTOR SHALL PLACE BARRIERS AT OTHER STREET CONNECTION TO PREVENT UNAUTHORIZED ACCESS TO THE PROJECT.

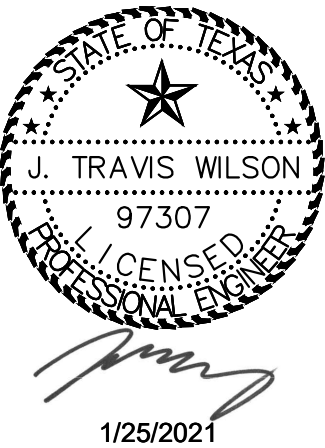


CAUTION!

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BROOKLANDS SECTION 4
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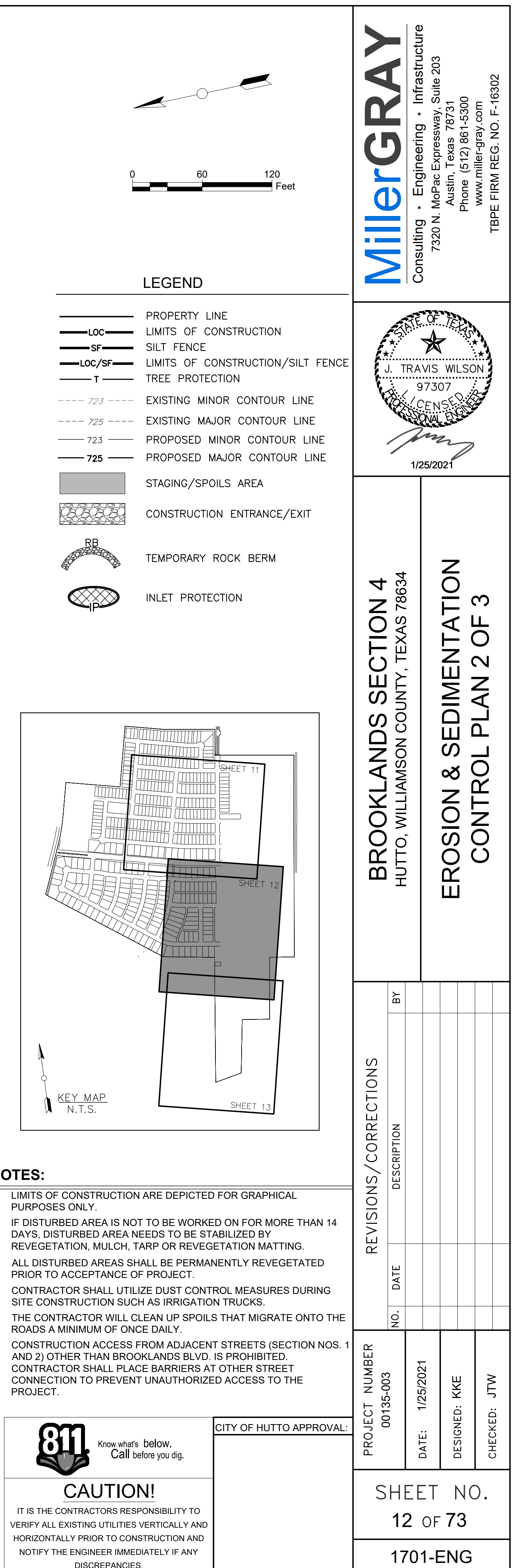
EROSION & SEDIMENTATION
CONTROL PLAN 1 OF 3

REVISIONS/CORRECTIONS		BY	
NO.	DATE	DESCRIPTION	

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
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SHEET NO.
11 OF 73

1701-ENG





- NOTES:**
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811 Know what's below. Call before you dig.

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CITY OF HUTTO APPROVAL:

LEGEND

- PROPERTY LINE
- LOC LIMITS OF CONSTRUCTION
- SF SILT FENCE
- LOC/SF LIMITS OF CONSTRUCTION/SILT FENCE
- T TREE PROTECTION
- 72.3 EXISTING MINOR CONTOUR LINE
- 725 EXISTING MAJOR CONTOUR LINE
- 723 PROPOSED MINOR CONTOUR LINE
- 725 PROPOSED MAJOR CONTOUR LINE
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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

EROSION & SEDIMENTATION
CONTROL PLAN 3 OF 3

REVISIONS/CORRECTIONS		BY	
NO.	DATE	DESCRIPTION	

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
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SHEET NO.
13 OF 73

1701-ENG

GUIDELINES FOR DESIGN AND INSTALLATION OF
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE
SILT FENCE	N/A	2 ACRES	0 – 10%
	200 FEET	2 ACRES	10 – 20%
	100 FEET	1 ACRE	20 – 30%
	50 FEET	1/2 ACRE	> 30%
TRIANGLE FILTER DIKE	100 FEET	1/2 ACRE	< 30% SLOPE
	50 FEET	1/4 ACRE	> 30% SLOPE
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.

** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.

The Architect/Engineer assumes
responsibility for appropriate
use of this standard.

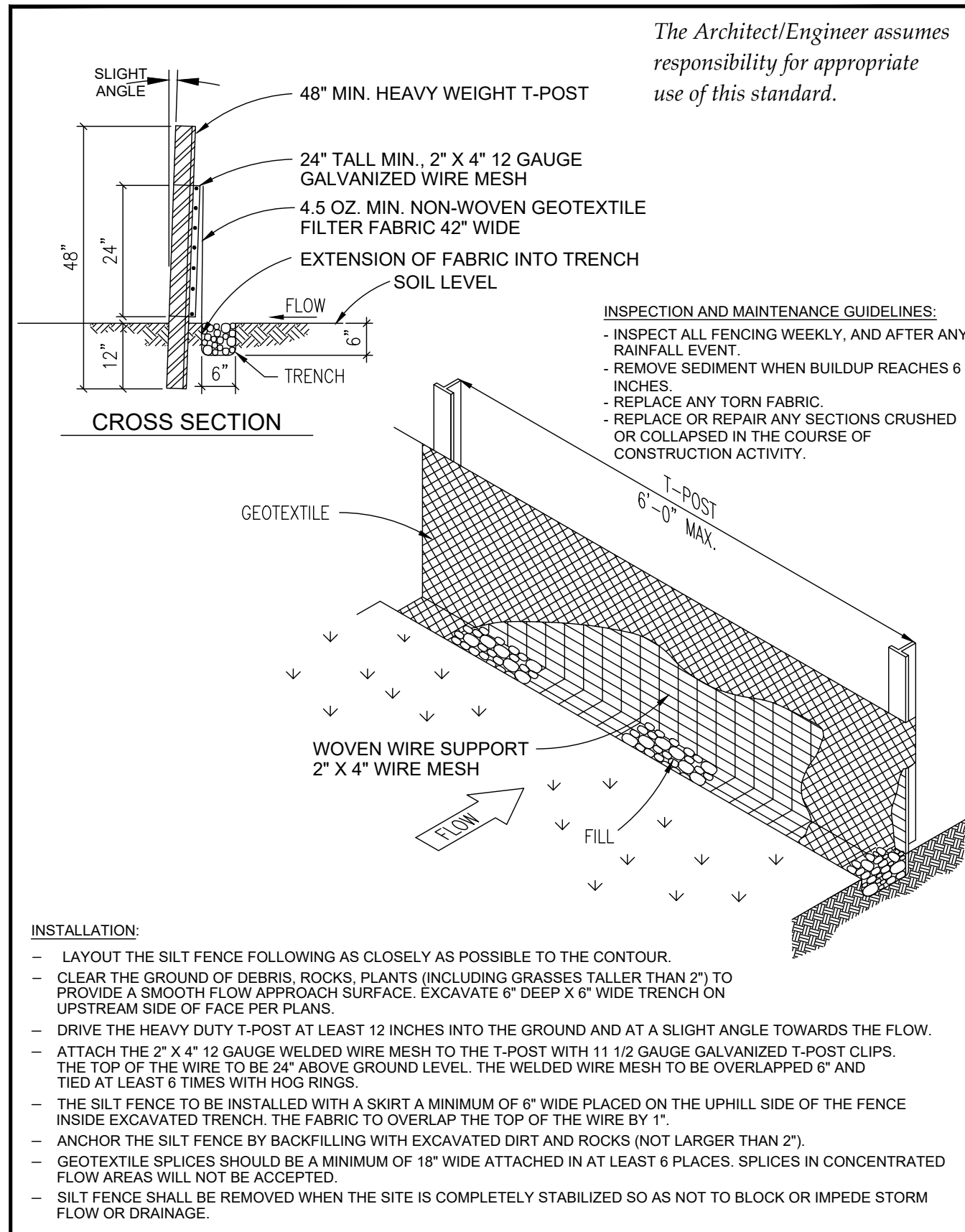
CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES		REVISION DATE: ADOPTED 6/21/2006
DESIGN NAME: EC01	DATE: 1/2/2003	DESIGNED BY: MRS
APPROVED BY: TRB	DATE: 1/2/2003	DESIGNED BY: MRS

NOTE: THIS SECTION IS INTENDED TO ASSIST THOSE PERSONS PREPARING WATER POLLUTION ABATEMENT PLANS (WPAP) OR STORM WATER POLLUTION PREVENTION PLANS (SWPP) THAT COMPLY WITH FEDERAL, STATE AND/OR LOCAL STORM WATER REGULATIONS.

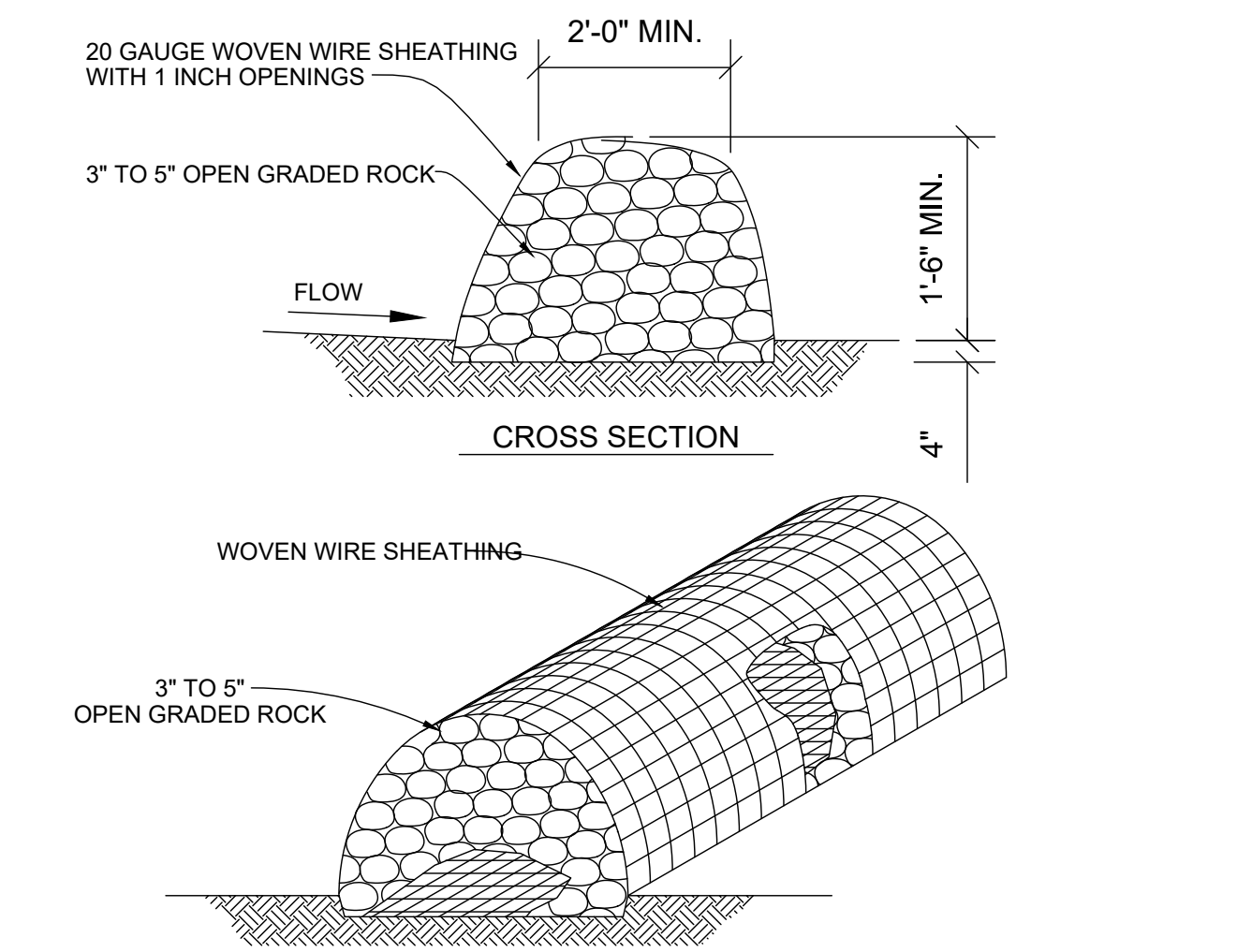
- THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
- ALL PROJECTS WITHIN THE RECHARGE ZONE OF THE EDWARD'S AQUIFER SHALL SUBMIT A BEST MANAGEMENT PRACTICES AND WATER POLLUTION AND ABATEMENT PLAN TO THE TNRC FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
- THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- ALL PLANTING SHALL BE DONE BETWEEN MAY 1 AND SEPTEMBER 15 EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATES SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100#/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE 'A' RECENT CROP, RECLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
- ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
- THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
- RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
- A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
- EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
- TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
- WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
- THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
- WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEHIND THE AREA IN QUESTION.
- NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
- IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
- INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

The Architect/Engineer assumes
responsibility for appropriate
use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES		REVISION DATE: ADOPTED 6/21/2006
DESIGN NAME: EC01	DATE: 1/2/2003	DESIGNED BY: MRS
APPROVED BY: TRB	DATE: 1/2/2003	DESIGNED BY: MRS



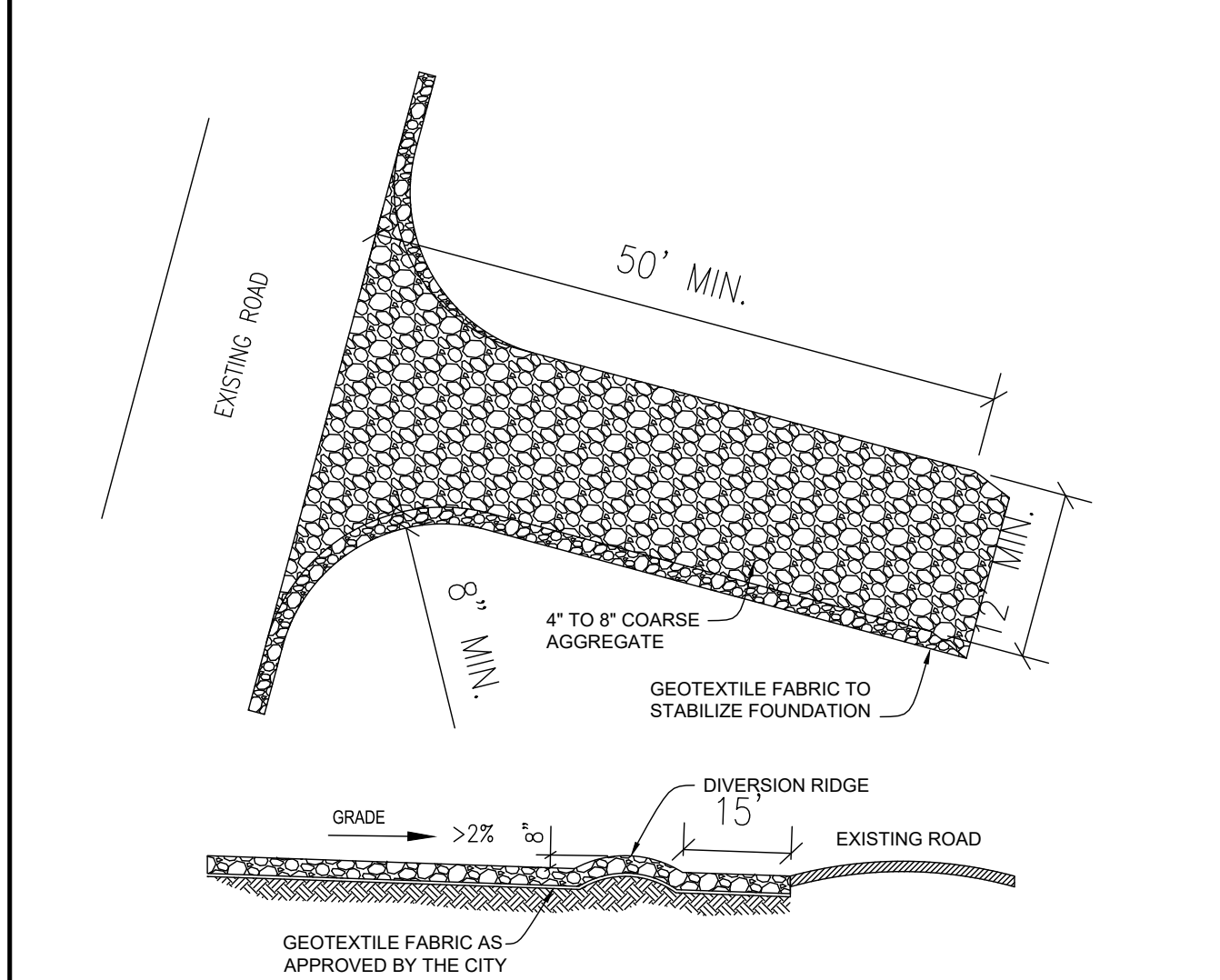
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- INSTALLATION:
- LAYOUT THE ROCK BERM FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOUR.
 - CLEAR THE GROUND OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
 - PLACE WOVEN WIRE FABRIC ON THE GROUND ALONG THE PROPOSED INSTALLATION WITH ENOUGH OVERLAP TO COMPLETELY ENCASE THE FINISHED SIZE OF THE BERM.
 - PLACE THE ROCK ALONG THE CENTER OF THE WIRE TO THE DESIGNATED HEIGHT.
 - WRAP THE STRUCTURE WITH THE PREVIOUSLY PLACED WIRE MESH SECURE ENOUGH SO THAT WHEN WALKED ACROSS THE STRUCTURE RETAINS ITS SHAPE.
 - SECURE WITH TIE WIRE.
 - THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROX. 4 INCHES DEEP TO PREVENT FAILURE OF THE CONTROL.
 - THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SILT REMOVED.
- INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL EVENT BY THE RESPONSIBLE PARTY. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
 - REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES AND DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER.
 - REPAIR ANY LOOSE WIRE SHEATHING.
 - THE BERM SHOULD BE RESHAPED AS NEEDED DURING INSPECTION.
 - THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

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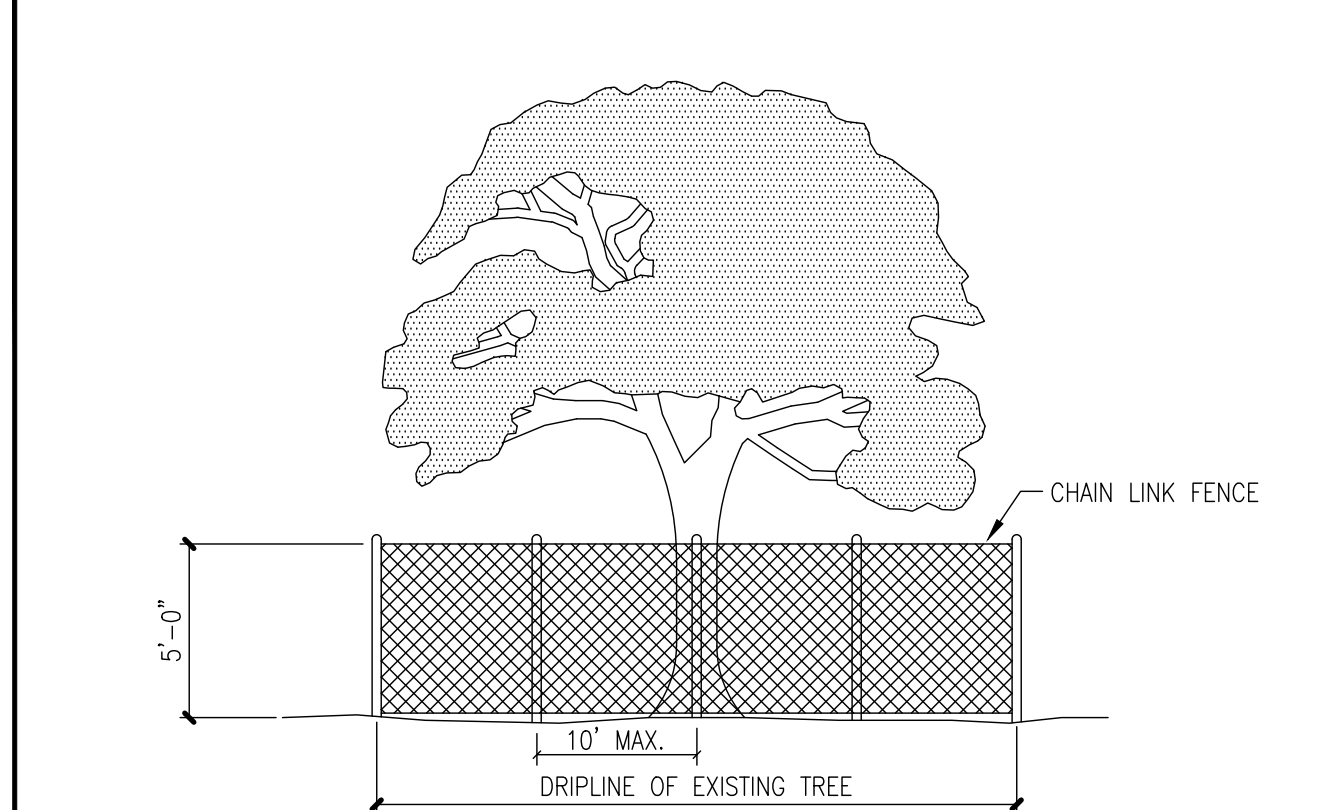
CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES		REVISION DATE: ADOPTED 6/21/2006
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APPROVED BY: TRB	DATE: 1/2/2003	DESIGNED BY: MRS



- INSTALLATION:
- CLEAR THE AREA OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
 - GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE STABILIZED CONSTRUCTION.
 - PLACE GEOTEXTILE FABRIC AS APPROVED BY THE CITY.
 - PLACE ROCK AS APPROVED BY THE CITY.
- INSPECTIONS AND MAINTENANCE GUIDELINES:
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR OF ANY CLEARCUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 - ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.
 - WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
 - WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 - ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

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- NOTES:
- TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
 - FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES, WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
 - WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
 - OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING AND FIRE.
 - EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN SIX FEET (6'-0") TO BUILDING.

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CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES		REVISION DATE: ADOPTED 6/21/2006
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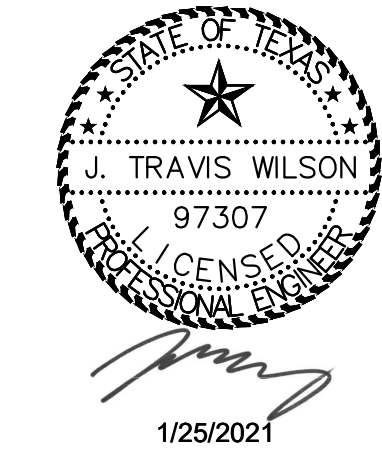


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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634
EROSION & SEDIMENTATION
CONTROL PLAN DETAILS 1 OF 2

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

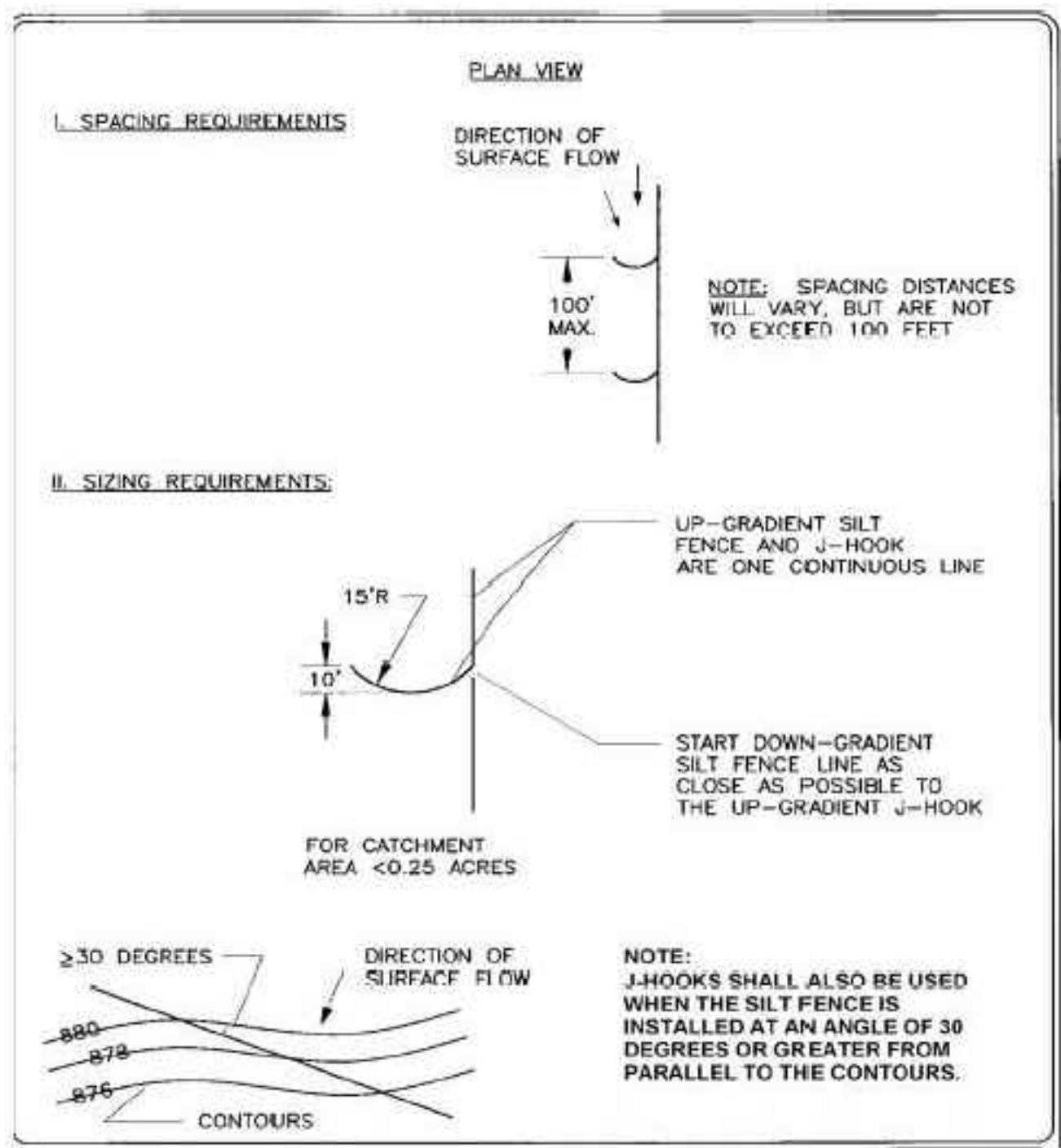
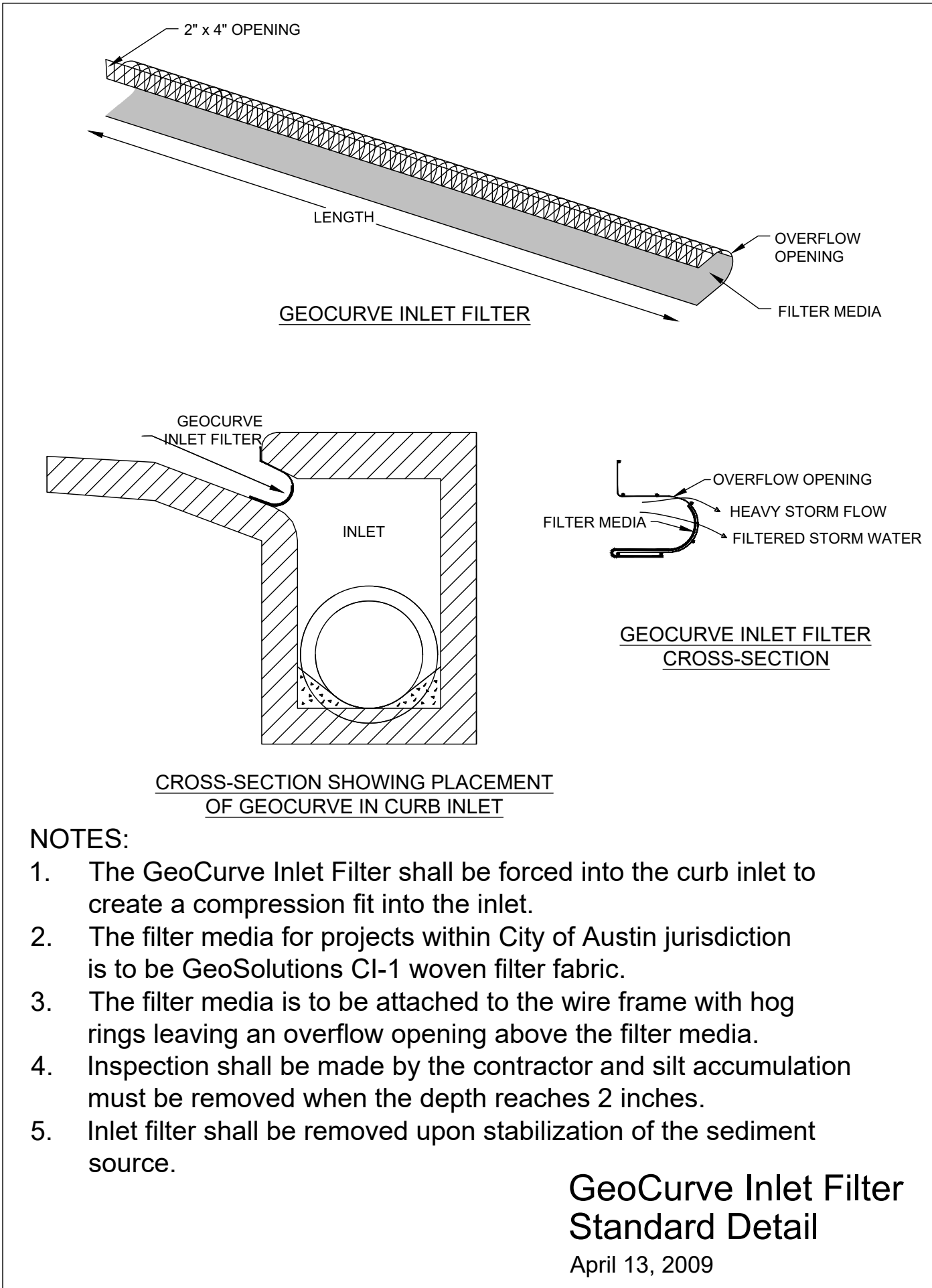
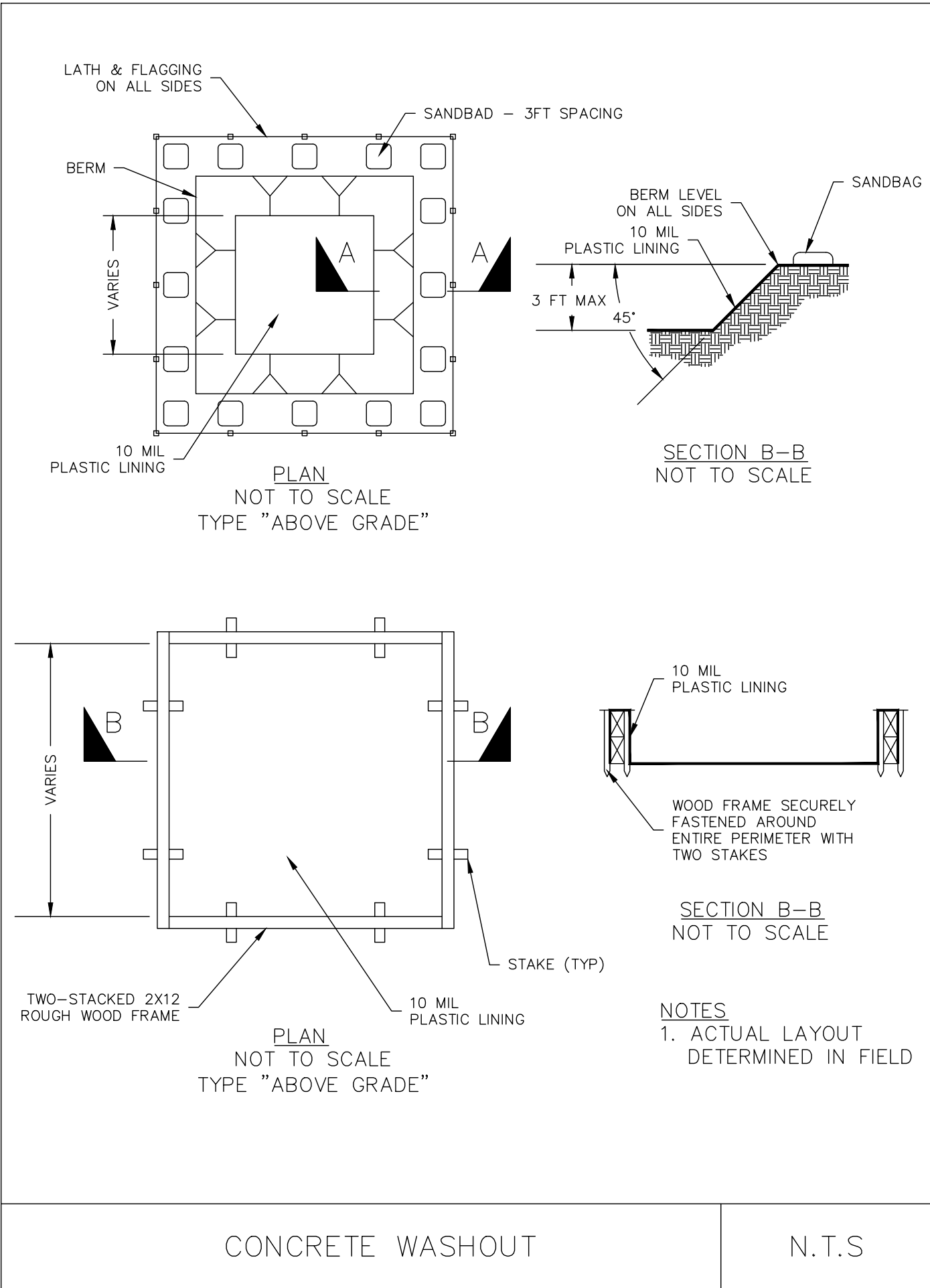
DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
14 OF 73

1701-ENG



811

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PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
SHEET NO. 15 OF 73			
1701-ENG			

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TBPE FIRM REG. NO. F-16302

STATE OF TEXAS

J. TRAVIS WILSON

97307

REGISTERED PROFESSIONAL ENGINEER

1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

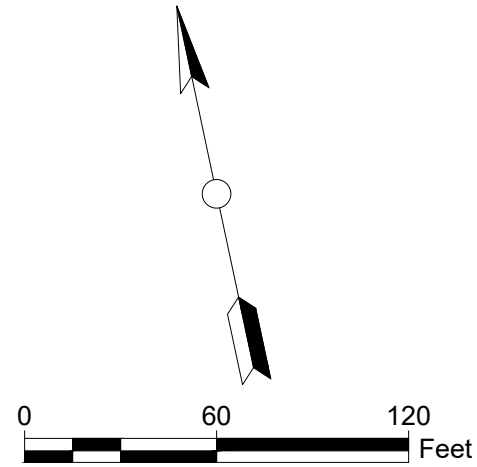
EROSION & SEDIMENTATION
CONTROL PLAN DETAILS 1 OF 2

REVISIONS/CORRECTIONS			
NO.	DATE	DESCRIPTION	BY

AS-BUILT SET ISSUED 1/07/2022

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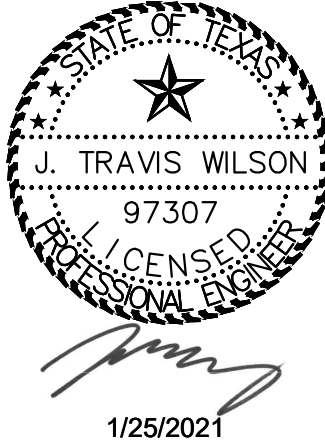
Page 42 of 179



LEGEND

- PROPERTY LINE
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- PROPOSED CONTOUR (MAJOR)
- PROPOSED CONTOUR (MINOR)
- PROPOSED SPOT ELEVATION
- FLOW ARROW

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

GRADING PLAN

REVISIONS/CORRECTIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTJW
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SHEET NO.
16 OF 73

1701-ENG



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HORIZONTALLY PRIOR TO CONSTRUCTION AND
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DISCREPANCIES.

CITY OF HUTTO APPROVAL:



LEGEND

- | | |
|---|--------------------------|
|  | PROPERTY LINE |
|  520 | EXISTING CONTOUR (MAJOR) |
|  519 | EXISTING CONTOUR (MINOR) |
| 520 | PROPOSED CONTOUR (MAJOR) |
| 519 | PROPOSED CONTOUR (MINOR) |
| 521.2 | PROPOSED SPOT ELEVATION |
|  | FLOW ARROW |

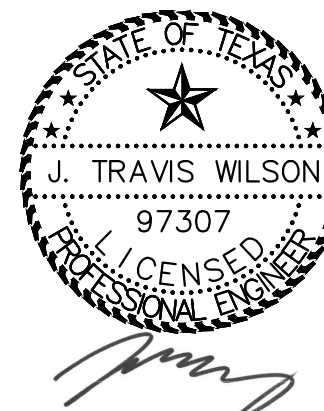
NOTES:

- (A)** BEGIN/END CONCRETE RETAINING WALL.
ELEV = 710.0. MAX WALL HEIGHT = 2'-5".
SEE DETAIL SHEET 73
- (B)** BLOCK O, LOTS 1-11:
CONTRACTOR TO INSTALL STAIR STEPS FOR ACCESS
MAX RISER HEIGHT = 7"; MAX TREAD DEPTH = 11".

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TBPE FIRM REG. NO. F-16302



1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

LOT GRADING PLAN 1 OF 2

PROJECT NUMBER 00135-003	REVISIONS/CORRECTIONS		
	NO.	DATE	DESCRIPTION
DATE:	1/25/2021		
DESIGNED:	KKE		
CHECKED:	JTW		
SHEET NO. 17 OF 73 1701-ENG			

SHEET NO.
17 OF 73

1701-ENG

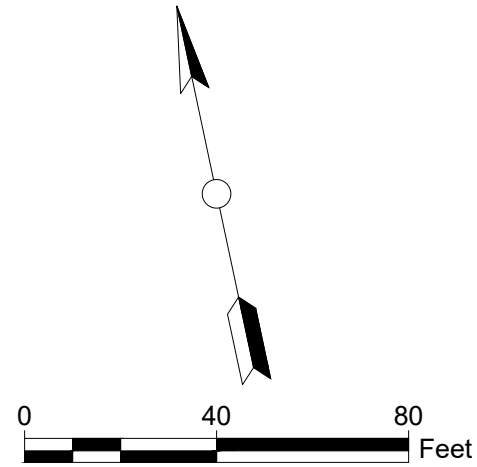
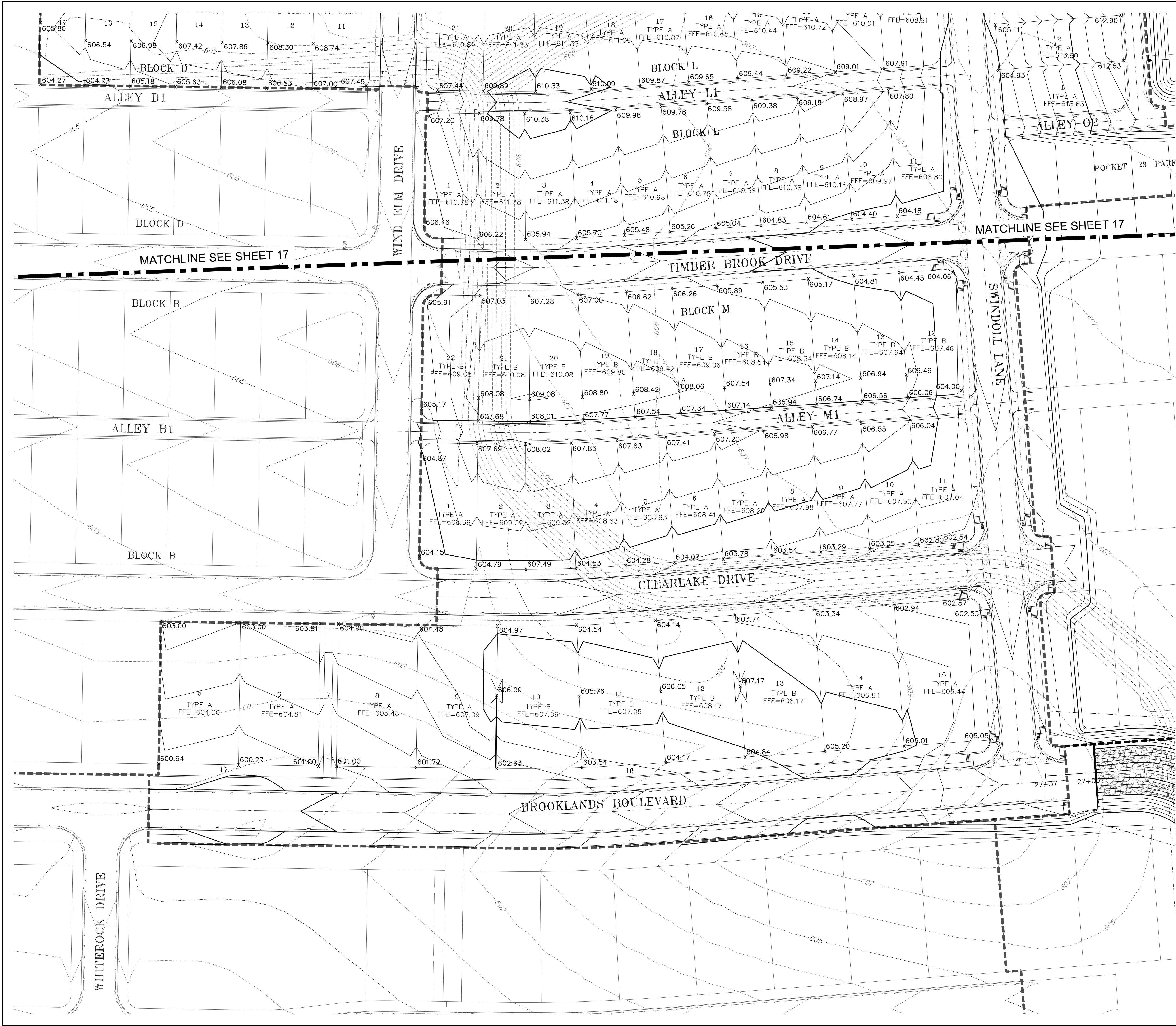


Know what's below.
Call before you dig.

CAUTION!

IT IS THE CONTRACTORS RESPONSIBILITY TO
VERIFY ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION AND
NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

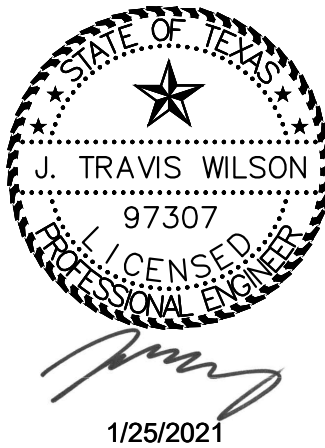
CITY OF HUTTO APPROVAL:



LEGEND

- PROPERTY LINE
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- PROPOSED CONTOUR (MAJOR)
- PROPOSED CONTOUR (MINOR)
- PROPOSED SPOT ELEVATION
- FLOW ARROW

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BROOKLANDS SECTION 4
HUTTO, WILLAMSON COUNTY, TEXAS 78634

LOT GRADING PLAN 2 OF 2

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
18 OF 73

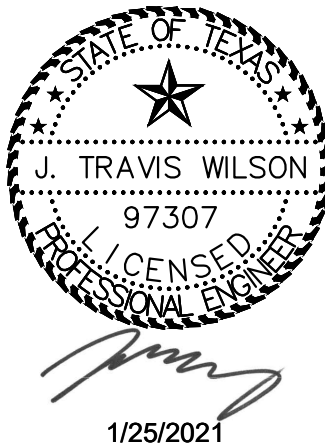
1701-ENG



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CITY OF HUTTO APPROVAL:



BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

LOT GRADING SCHEMES

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTJW

SHEET NO.
19 OF 73

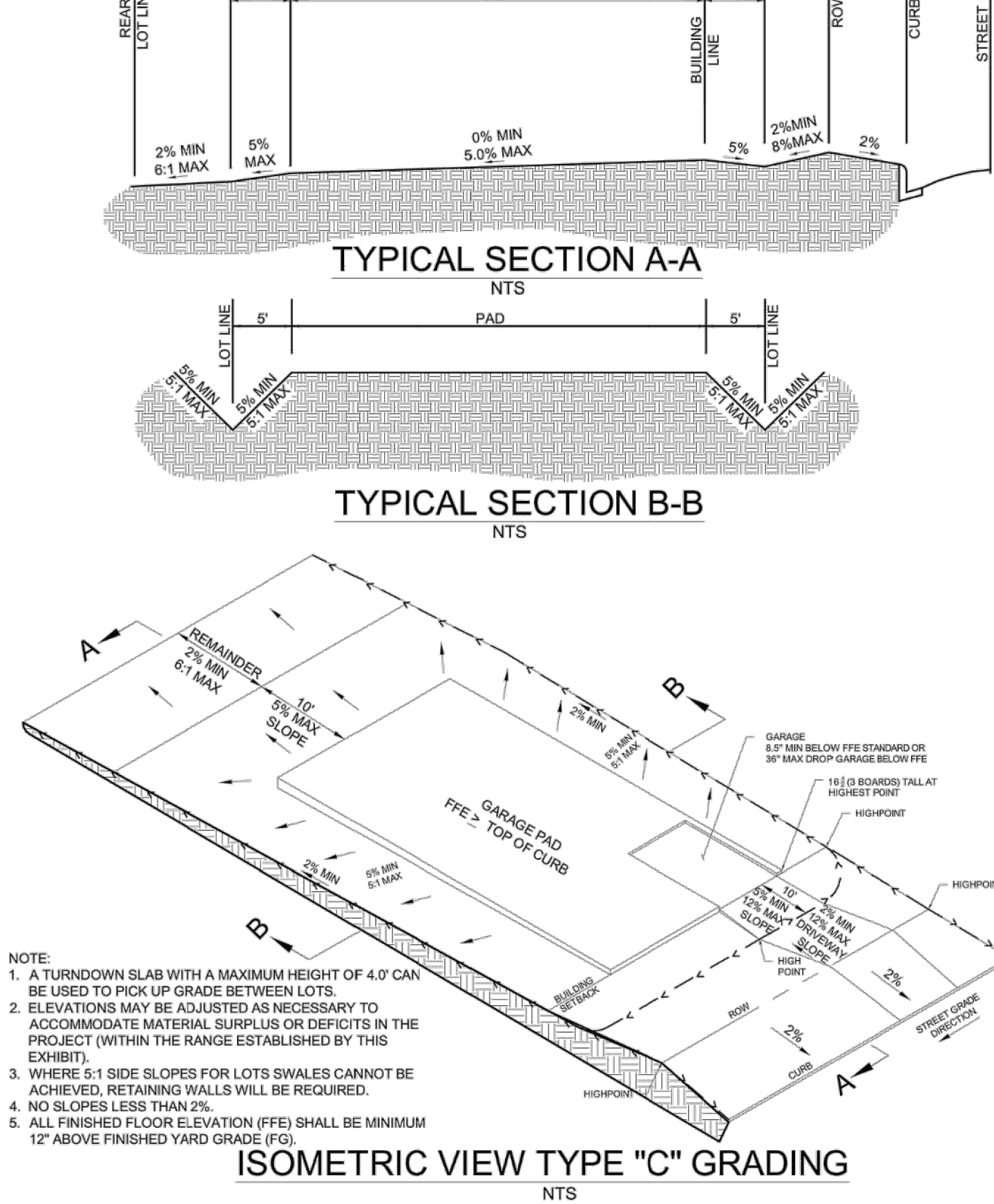
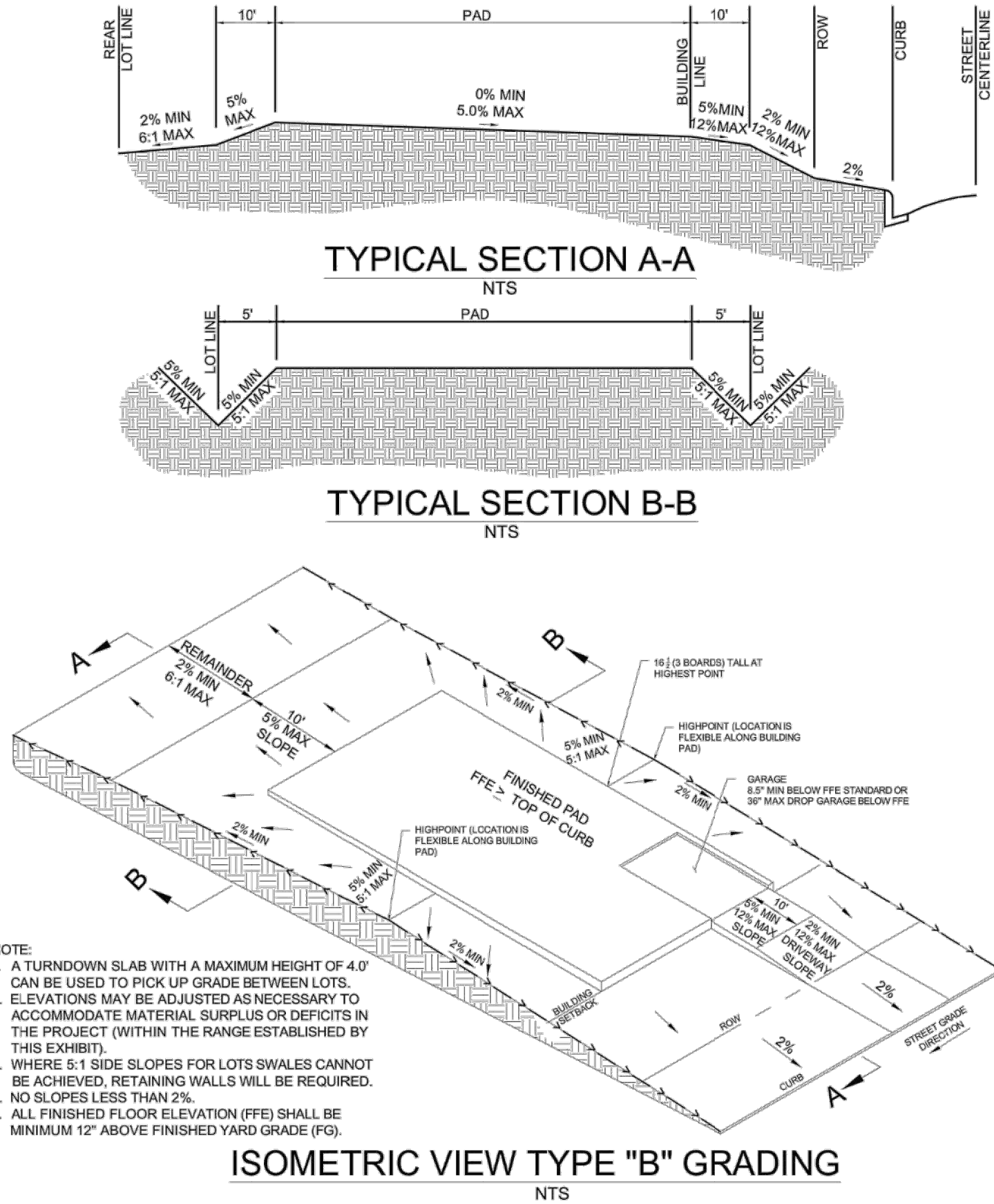
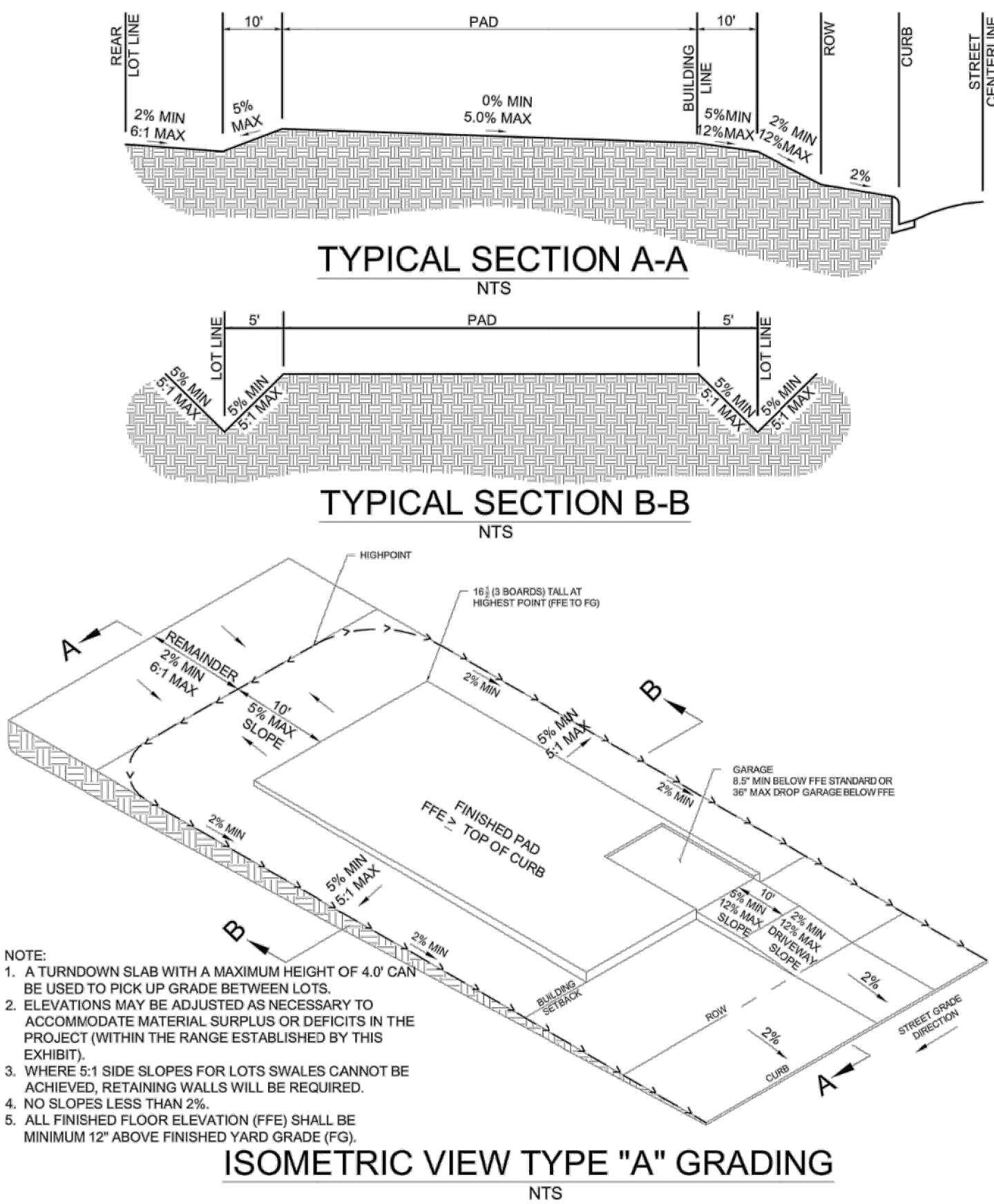
1701-ENG

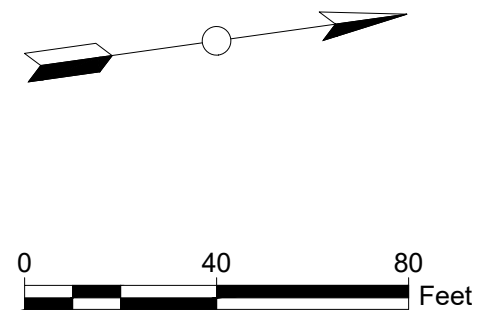
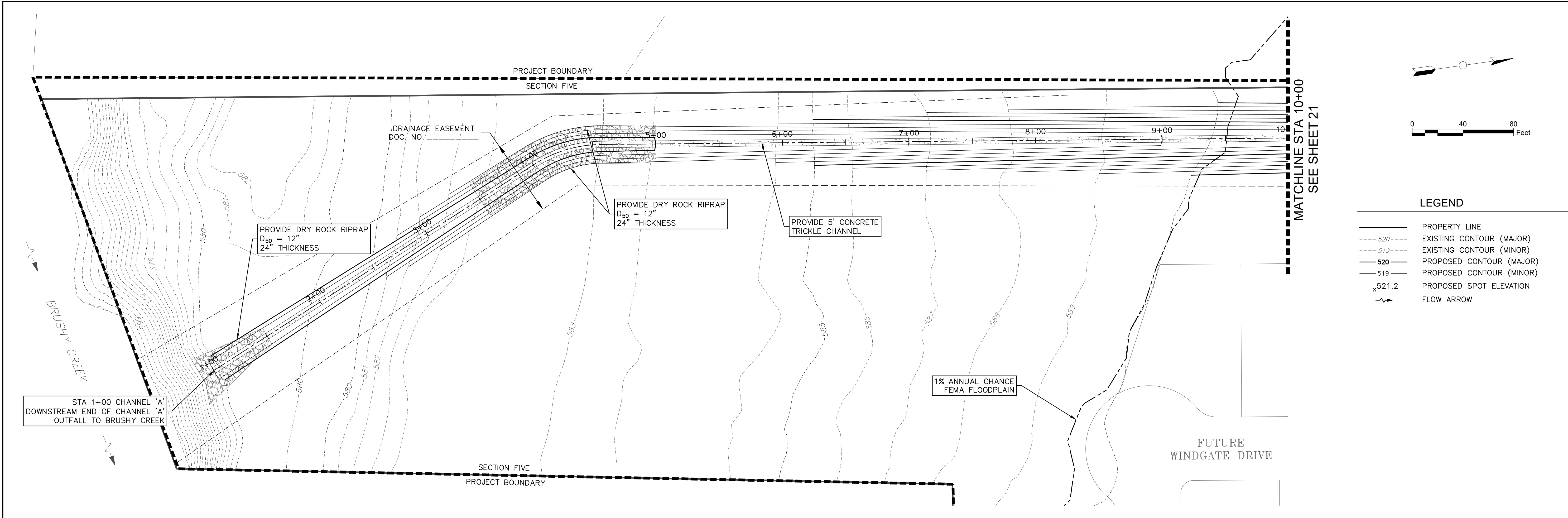


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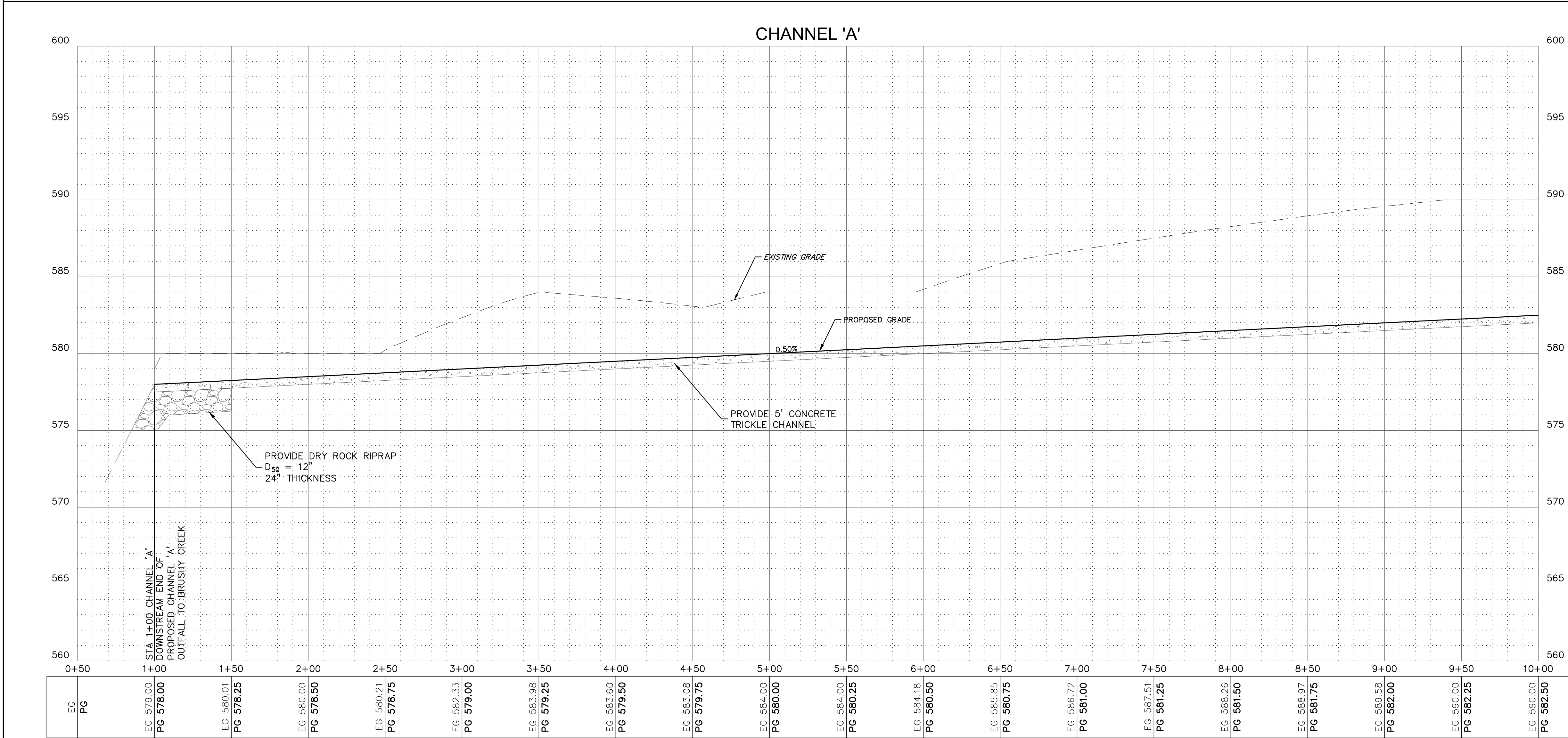
CITY OF HUTTO APPROVAL:





LEGEND

- PROPERTY LINE
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- PROPOSED CONTOUR (MAJOR)
- PROPOSED CONTOUR (MINOR)
- PROPOSED SPOT ELEVATION
- FLOW ARROW



PROFILE SCALE
1"=40' HORIZONTAL
1"= 4' VERTICAL

RETURN PERIOD	Q(cfs)	V(fps)	d(ft)
2-YR	60.1	3.58	1.23
25-YR	127.6	4.47	1.84
100-YR	174.5	4.89	2.17



CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

CHANNEL 'A' PLAN & PROFILE
(STA 1+00 TO 10+00)

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

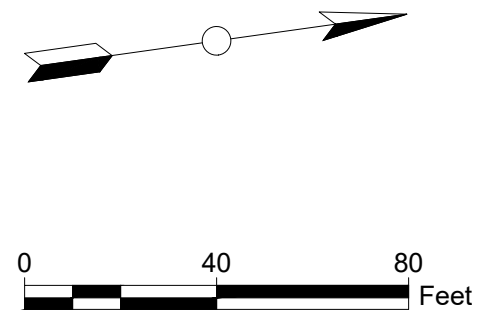
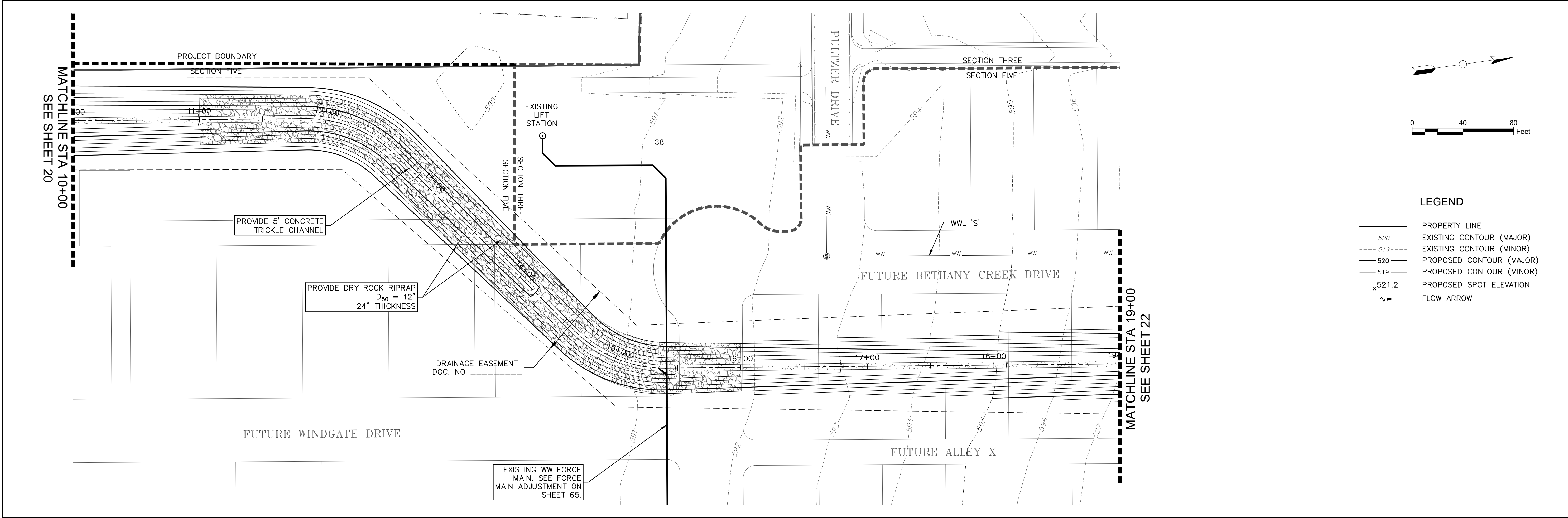
DATE: 1/25/2021

DESIGNED: RRM

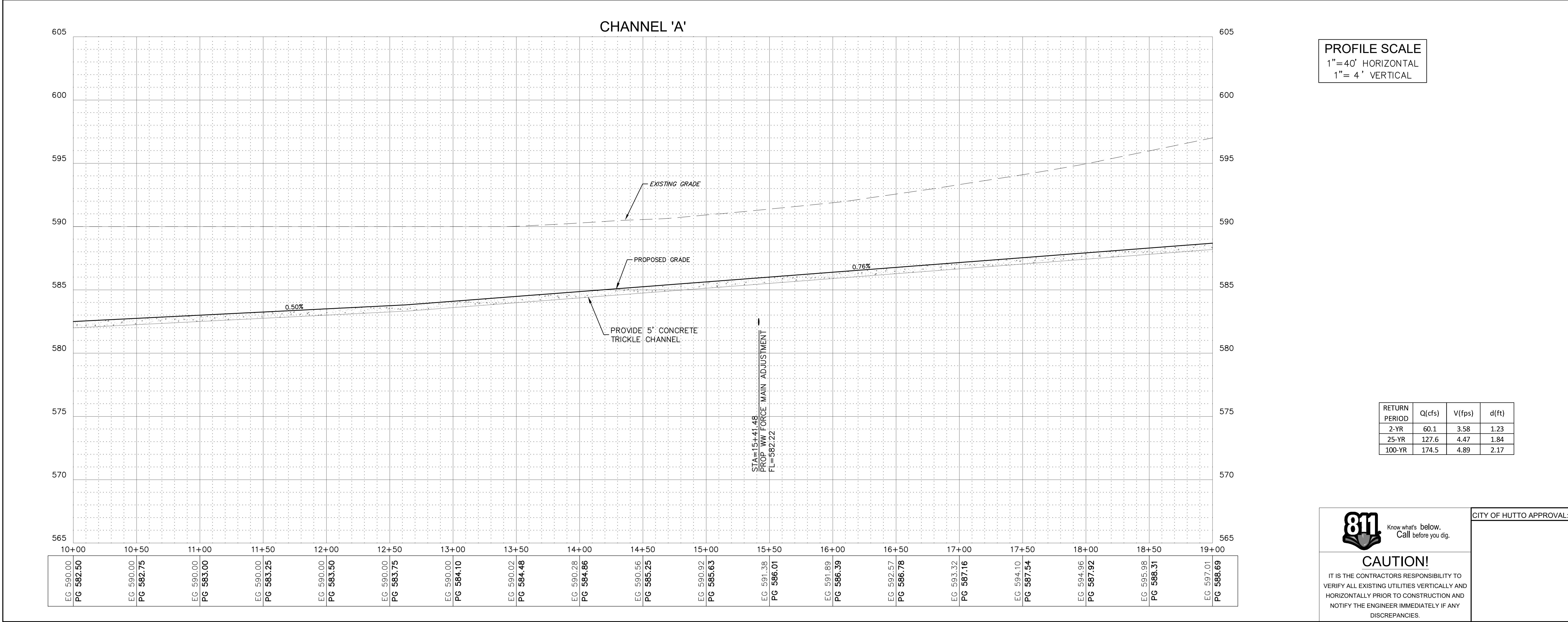
CHECKED: JTW

SHEET NO.
20 OF 73

1701-ENG



- LEGEND
- PROPERTY LINE
 - EXISTING CONTOUR (MAJOR)
 - EXISTING CONTOUR (MINOR)
 - PROPOSED CONTOUR (MAJOR)
 - PROPOSED CONTOUR (MINOR)
 - PROPOSED SPOT ELEVATION
 - FLOW ARROW



PROFILE SCALE
1"=40' HORIZONTAL
1"= 4' VERTICAL

RETURN PERIOD	Q(cfs)	V(fps)	d(ft)
2-YR	60.1	3.58	1.23
25-YR	127.6	4.47	1.84
100-YR	174.5	4.89	2.17



Know what's below.
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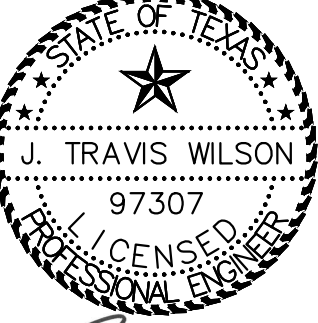
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1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

CHANNEL 'A' PLAN & PROFILE
(STA 10+00 TO 19+00)

REVISIONS/CORRECTIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

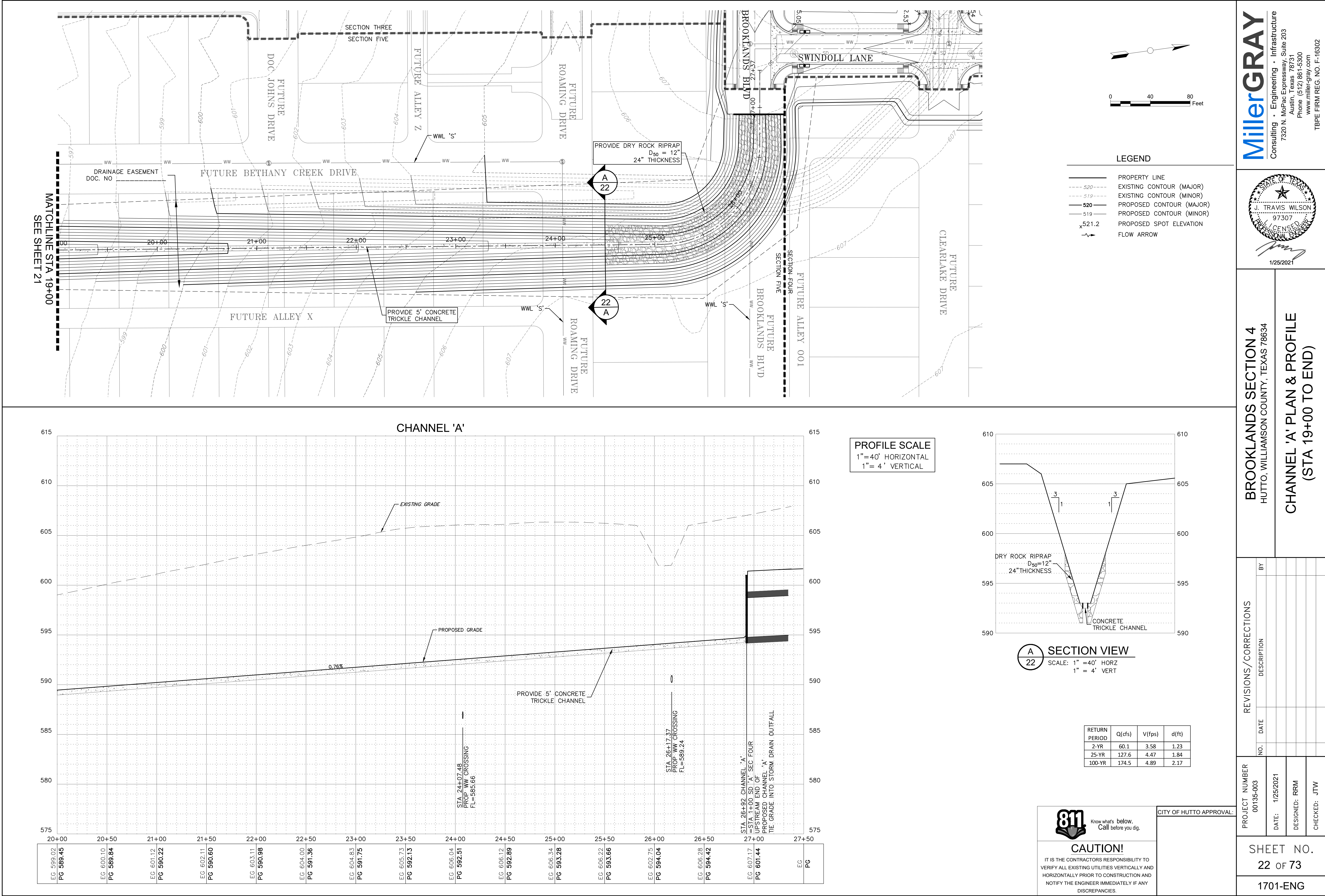
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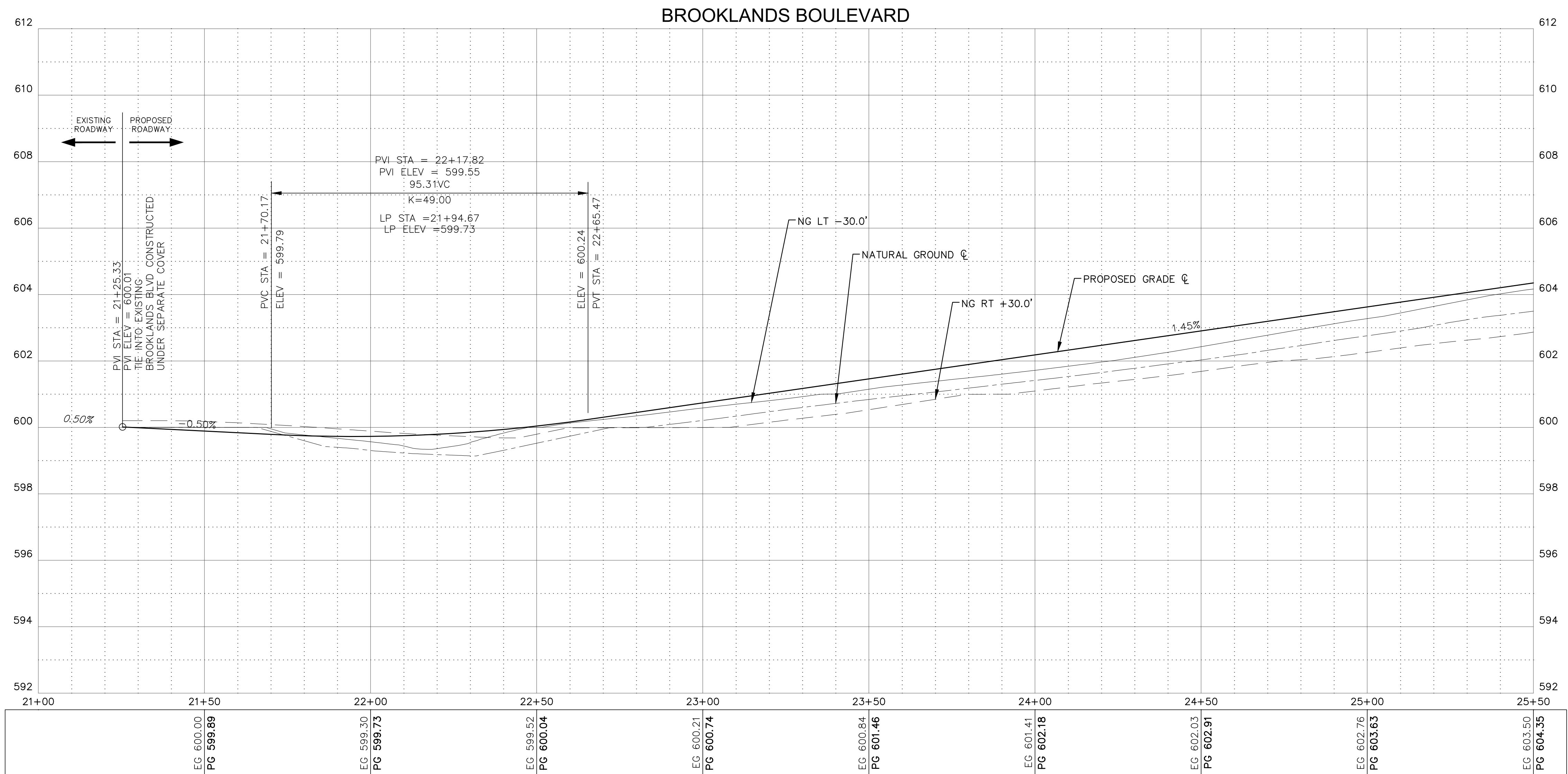
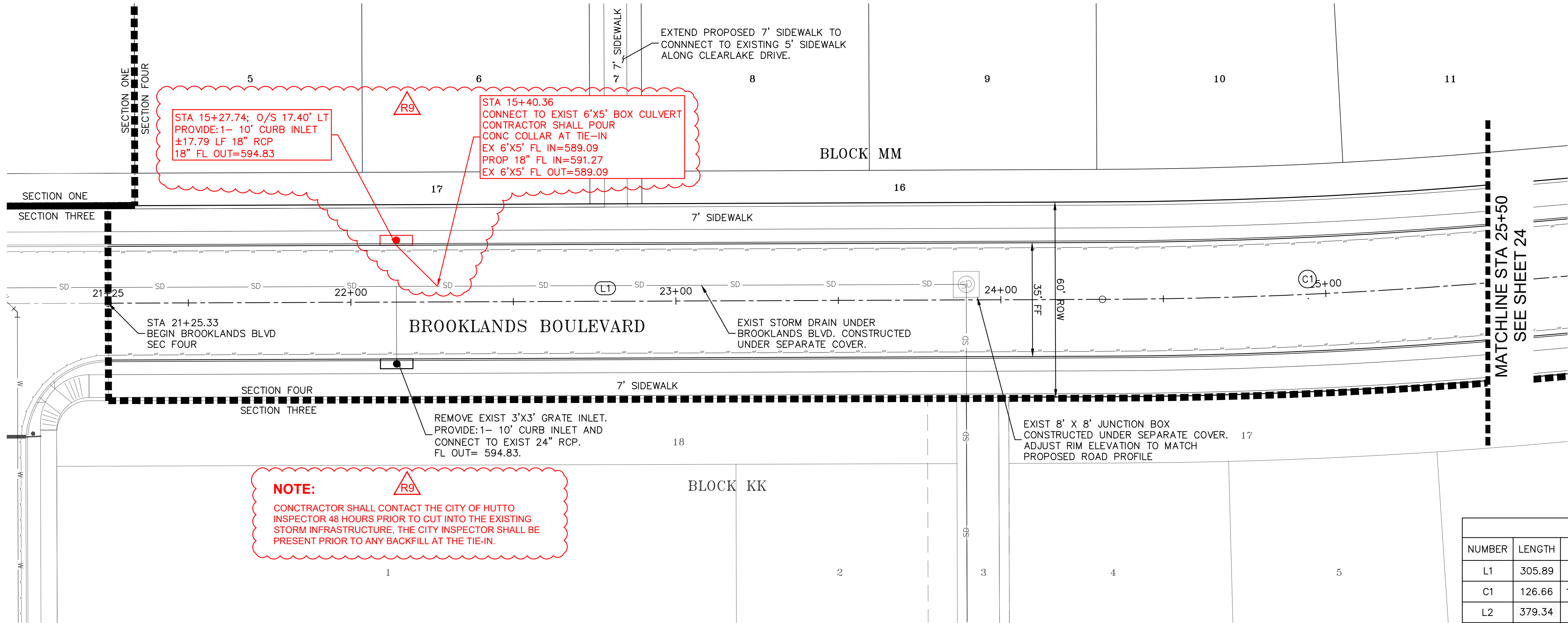
DESIGNED: RRM

CHECKED: JTW

SHEET NO.
21 OF 73

1701-ENG





PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

- ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
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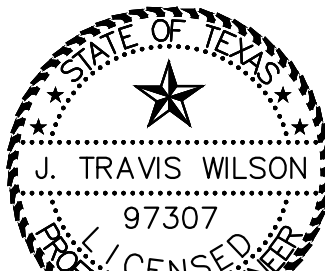


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9/10/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

BROOKLANDS BOULEVARD PLAN & PROFILE (STA 21+26 TO 25+50)

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY
01	09/10/21	ADD INLET AND TIE-IN TO EXIST BOX CULVERT	JTW

PROJECT NUMBER
00135-003

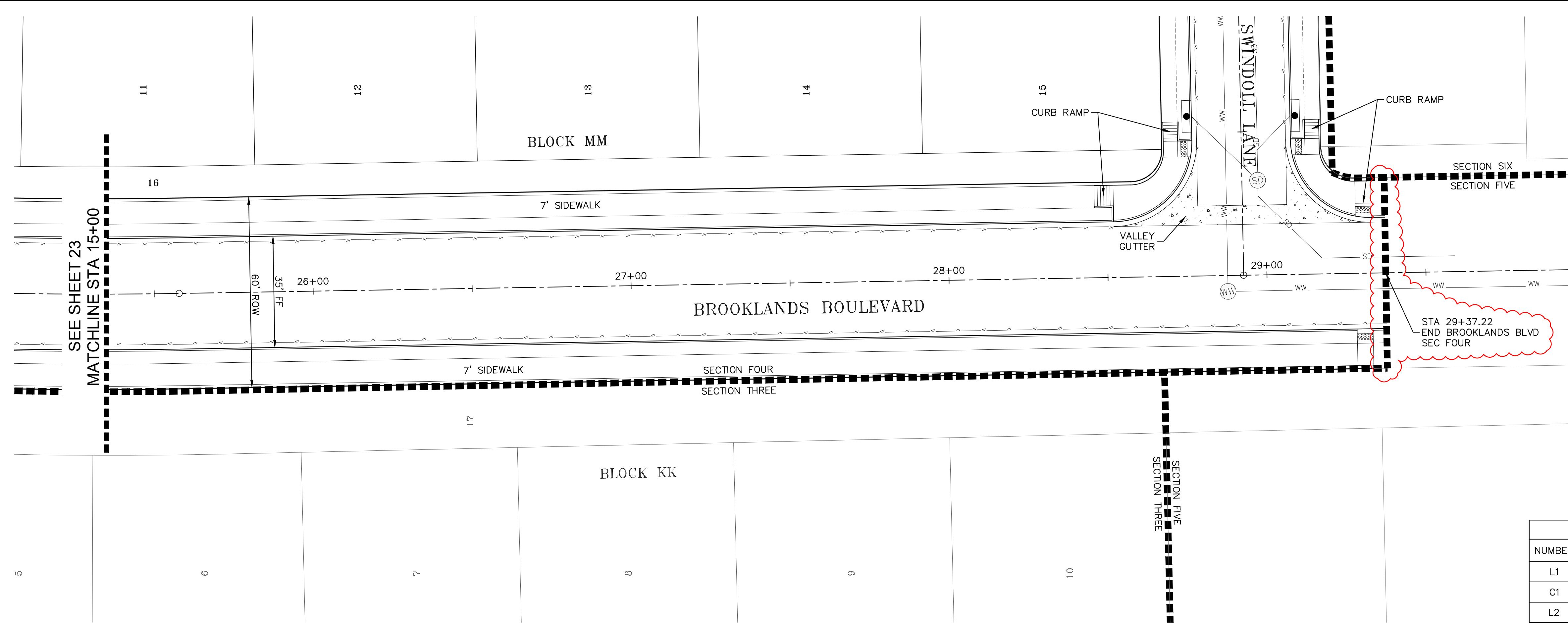
DATE: 9/10/2021

DESIGNED: RRM/KKE

CHECKED: JTW

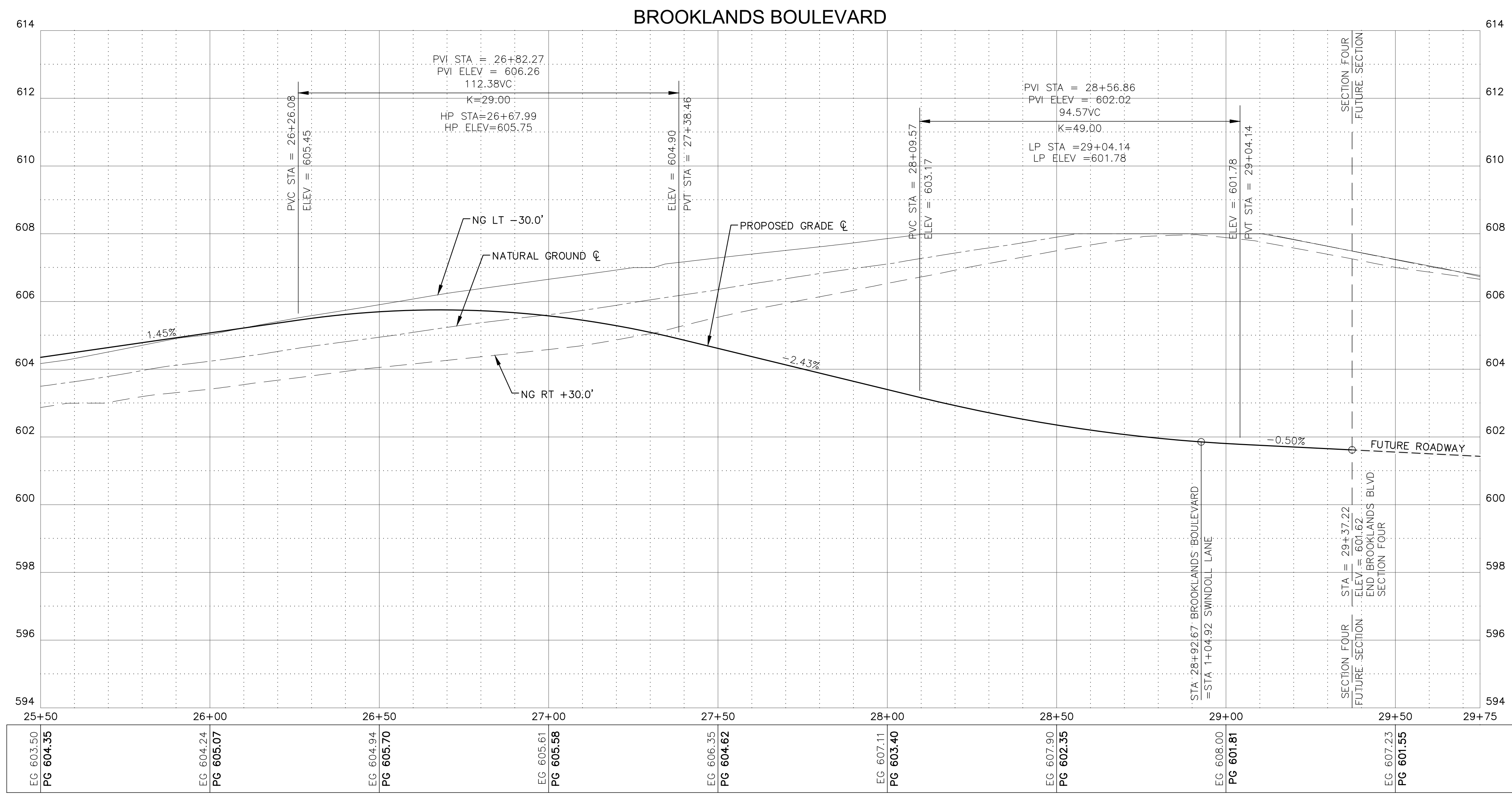
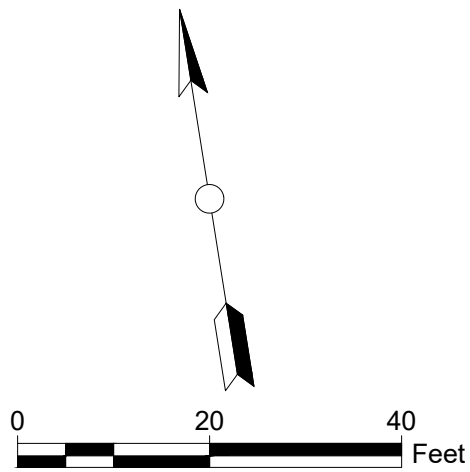
SHEET NO.
23 OF 74

1701-ENG



BROOKLANDS BOULEVARD					
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA
L1	305.89			S77° 13' 15.07"E	21+25.33
C1	126.66	1525.00	4.76	S79° 36' 00.62"E	24+31.22
L2	379.34			S81° 58' 46.17"E	25+57.88
					29+37.22

- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORMDRAIN LINE



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

- NOTES:
- ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
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 - WHERE ALLEYS INTERSECT ROADS, CONTRACTOR SHALL CONSTRUCT A RESIDENTIAL DRIVEWAY. REFER TO SHEET 73 FOR DETAIL.



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Call before you dig.

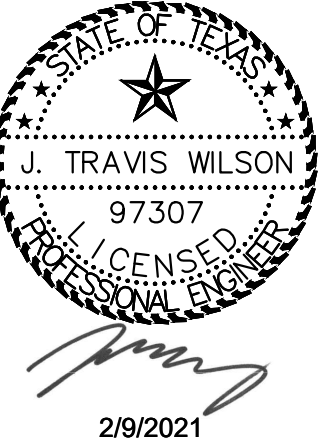
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2/9/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

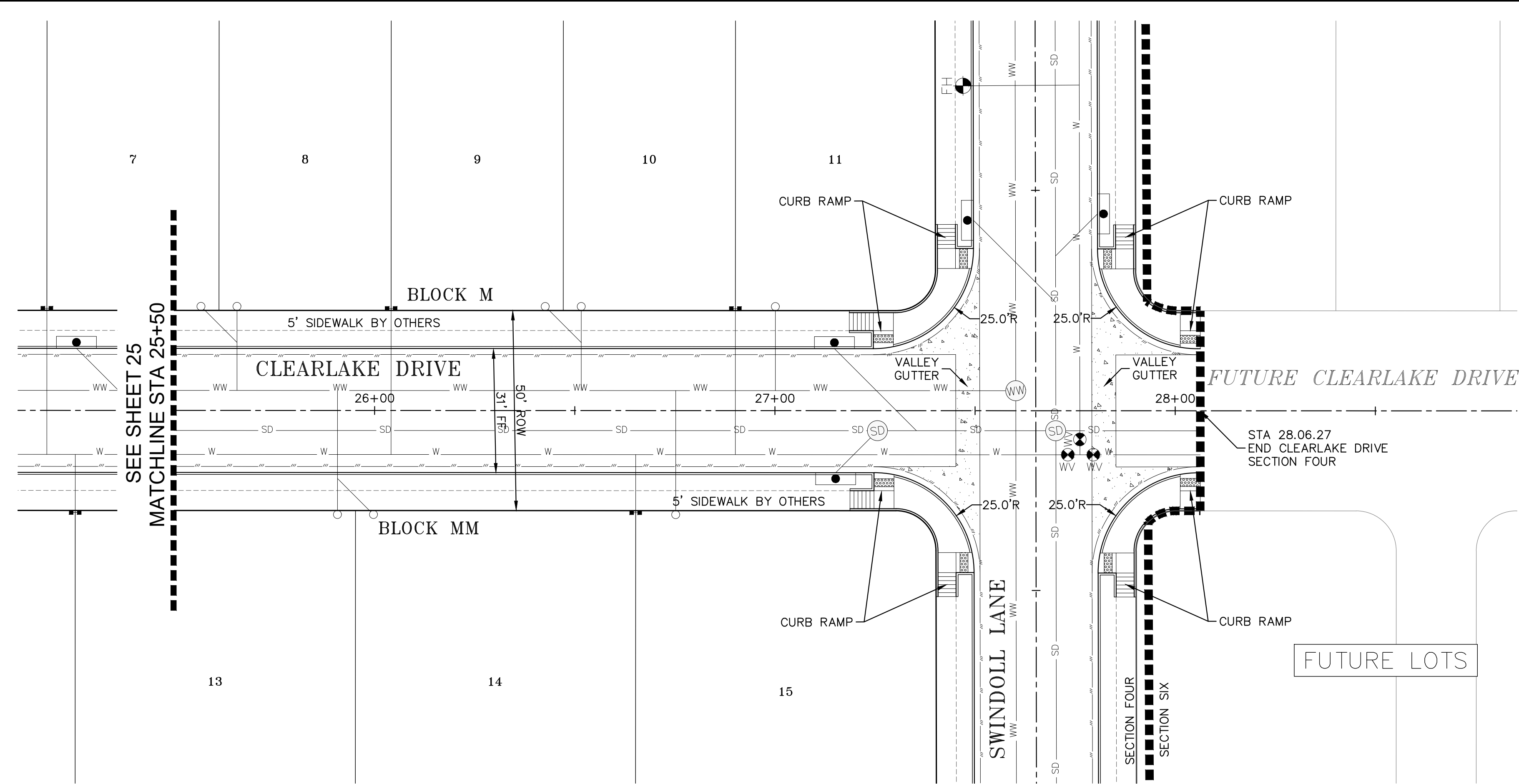
BROOKLANDS BOULEVARD PLAN & PROFILE (STA 25+50 TO STA 29+37)

REVISIONS/CORRECTIONS		NO.	DATE	DESCRIPTION	BY
1	2/09/2021	1	2/09/2021	REISSUED W/CORRECTED END STA (RFI 001)	TW

PROJECT NUMBER 00135-003	DATE: 2/9/2021	DESIGNED: RRM/KKE	CHECKED: JTW
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SHEET NO.
24 OF 73

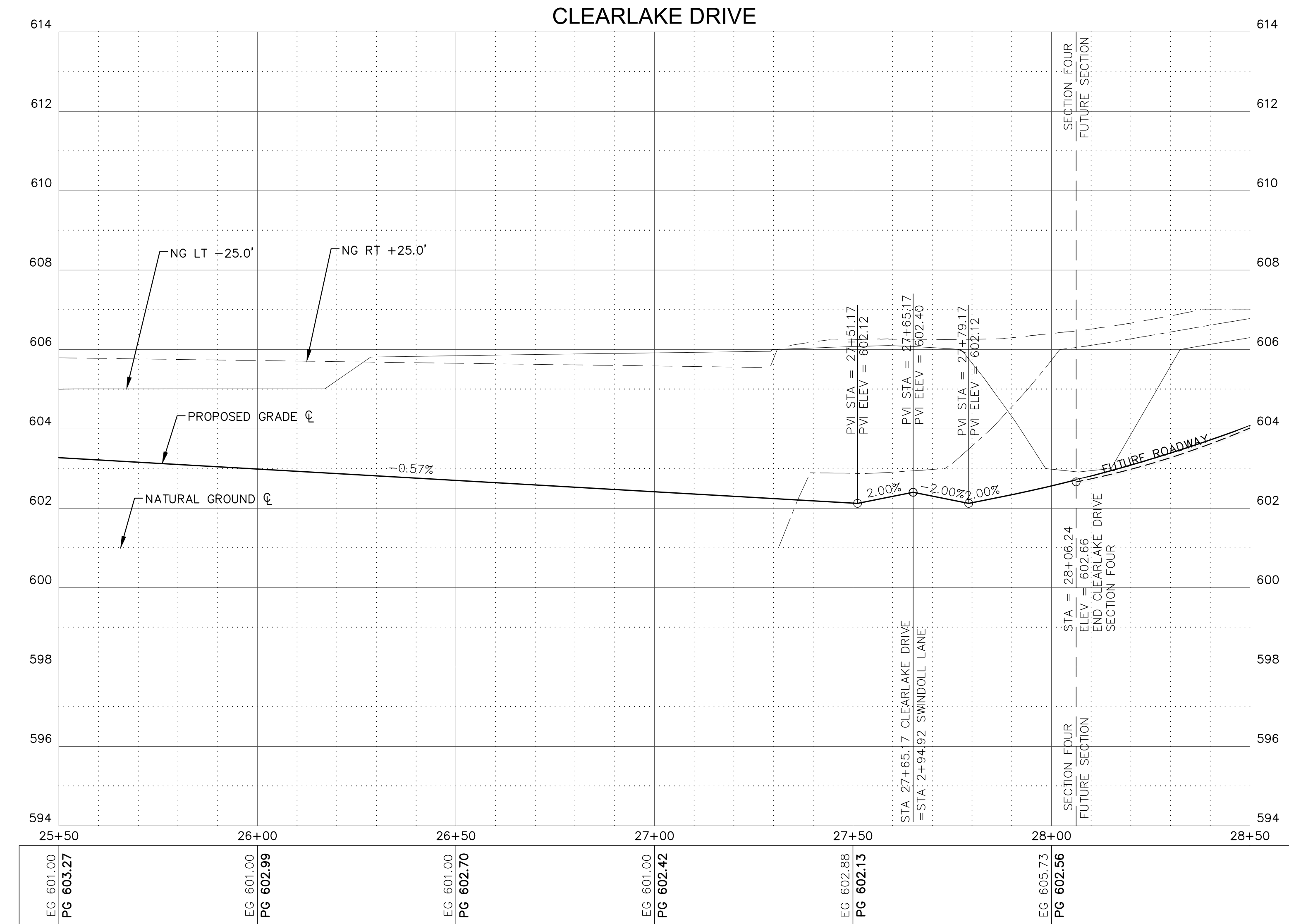
1701-ENG



LEGEND

- SUBJECT TRACT PROPERTY LINE
- FUTURE LOTS
- ADJACENT TRACTS
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED STORMDRAIN LINE

CLEARLAKE DRIVE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L4	55.59			S77° 13' 15.07"E	22+64.31	23+19.90
C2	110.88	1335.00	4.76	S79° 36' 00.62"E	23+19.90	24+30.78
L5	375.49			S81° 58' 46.17"E	24+30.78	28+06.27



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

- NOTES:
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CITY OF HUTTO APPROVAL:

PROJECT NUMBER	00135-003
DATE:	1/25/2021
DESIGNED:	RRM/KKE
CHECKED:	JTW

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

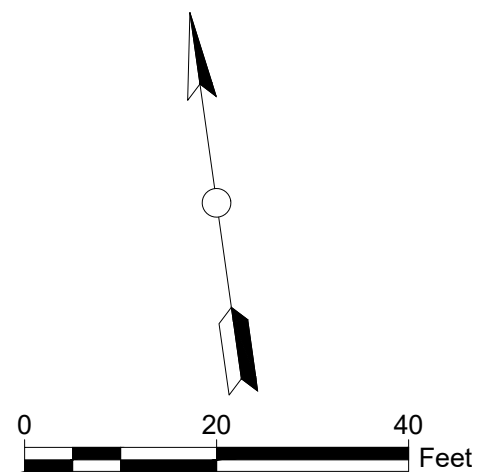
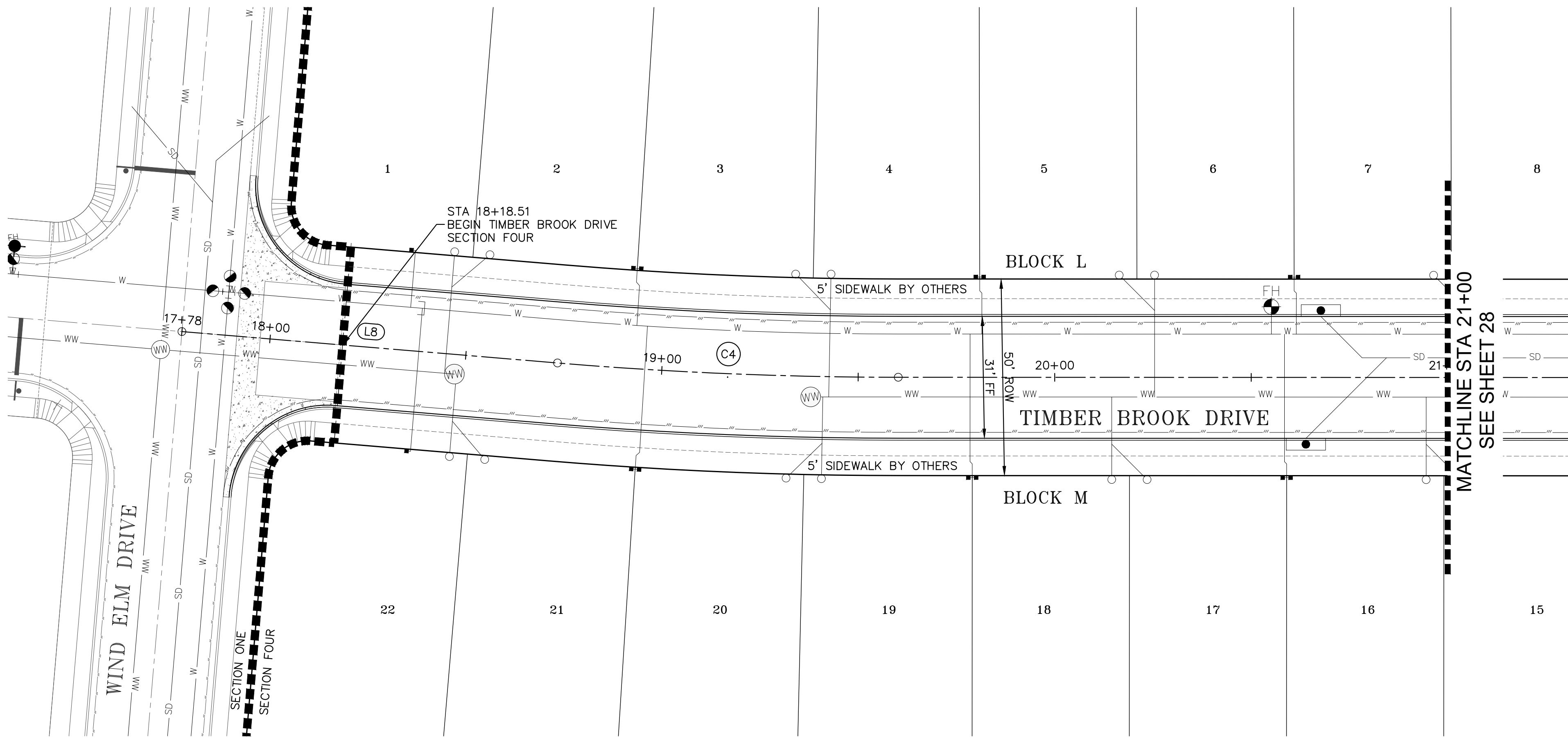
CLEARLAKE DRIVE PLAN & PROFILE
(STA 25+50 TO END)

REVISIONS/CORRECTIONS	BY
NO.	DATE

SHEET NO.

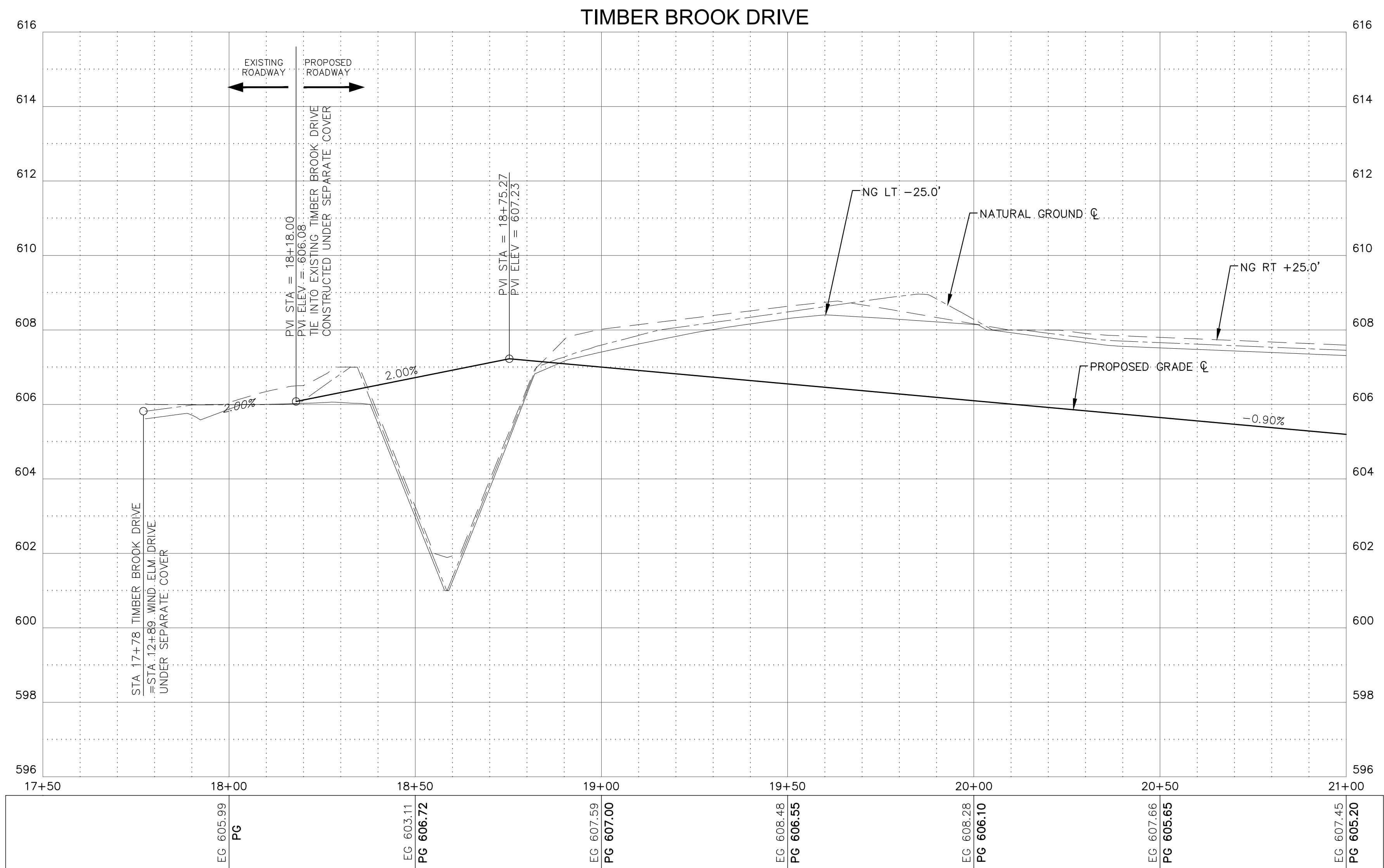
26 OF 73

1701-ENG



LEGEND	
	SUBJECT TRACT PROPERTY LINE
	FUTURE LOTS
	ADJACENT TRACTS
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED STORMDRAIN LINE

TIMBER BROOK DRIVE					
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA END STA
L8	55.41			S77° 13' 15.07"E	18+18.00 18+73.41
C4	86.79	1045.00	4.76	S79° 36' 00.62"E	18+73.41 19+60.20
L9	428.21			S81° 58' 46.17"E	19+60.20 23+88.41



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

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CITY OF HUTTO APPROVAL:

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

TIMBER BROOK DRIVE PLAN &
PROFILE (STA 17+78 TO 21+00)

REVISIONS/CORRECTIONS

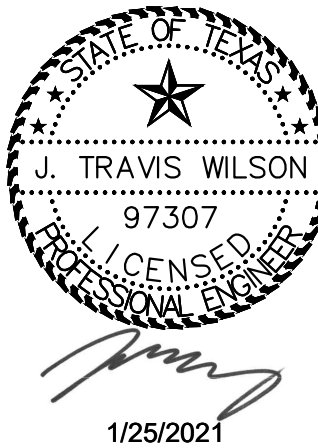
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		BY	

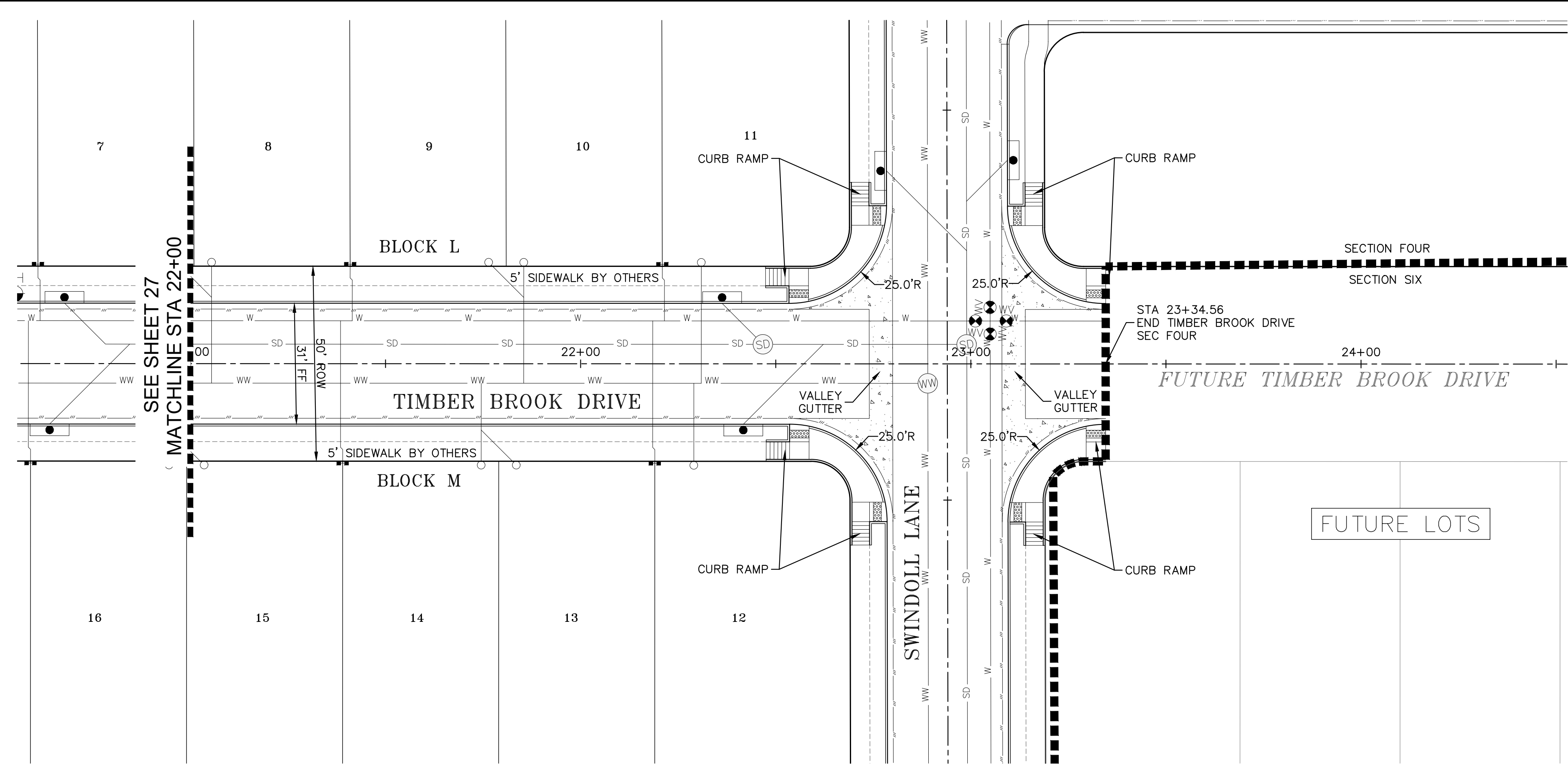
PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: RRM/KKE	CHECKED: JTW
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SHEET NO.
27 OF 73

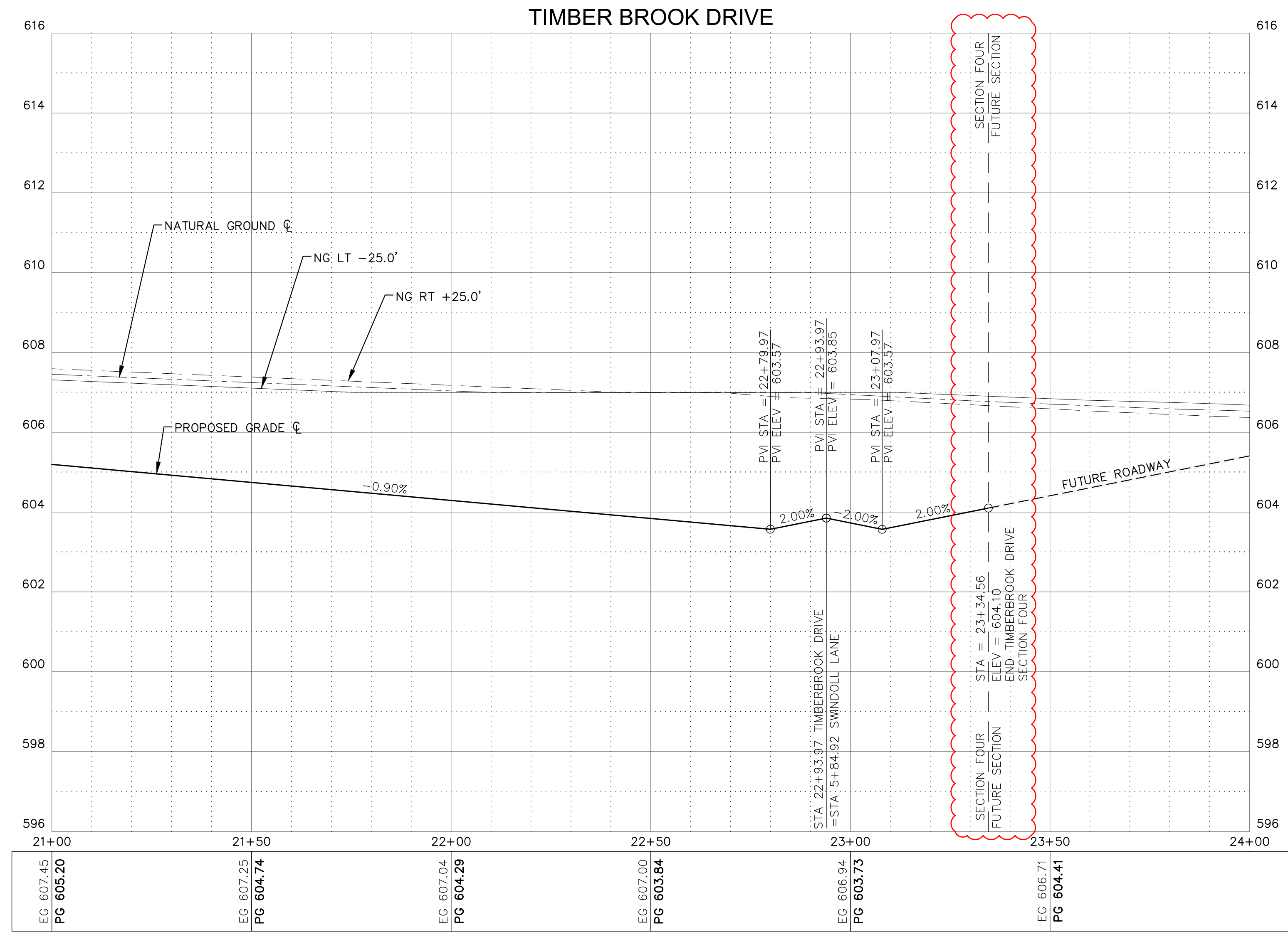
1701-ENG

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TIMBER BROOK DRIVE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L8	55.41			S77° 13' 15.07"E	18+18.00	18+73.41
C4	86.79	1045.00	4.76	S79° 36' 00.62"E	18+73.41	19+60.20
L9	428.21			S81° 58' 46.17"E	19+60.20	23+88.41



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

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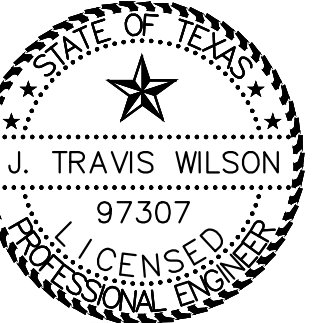
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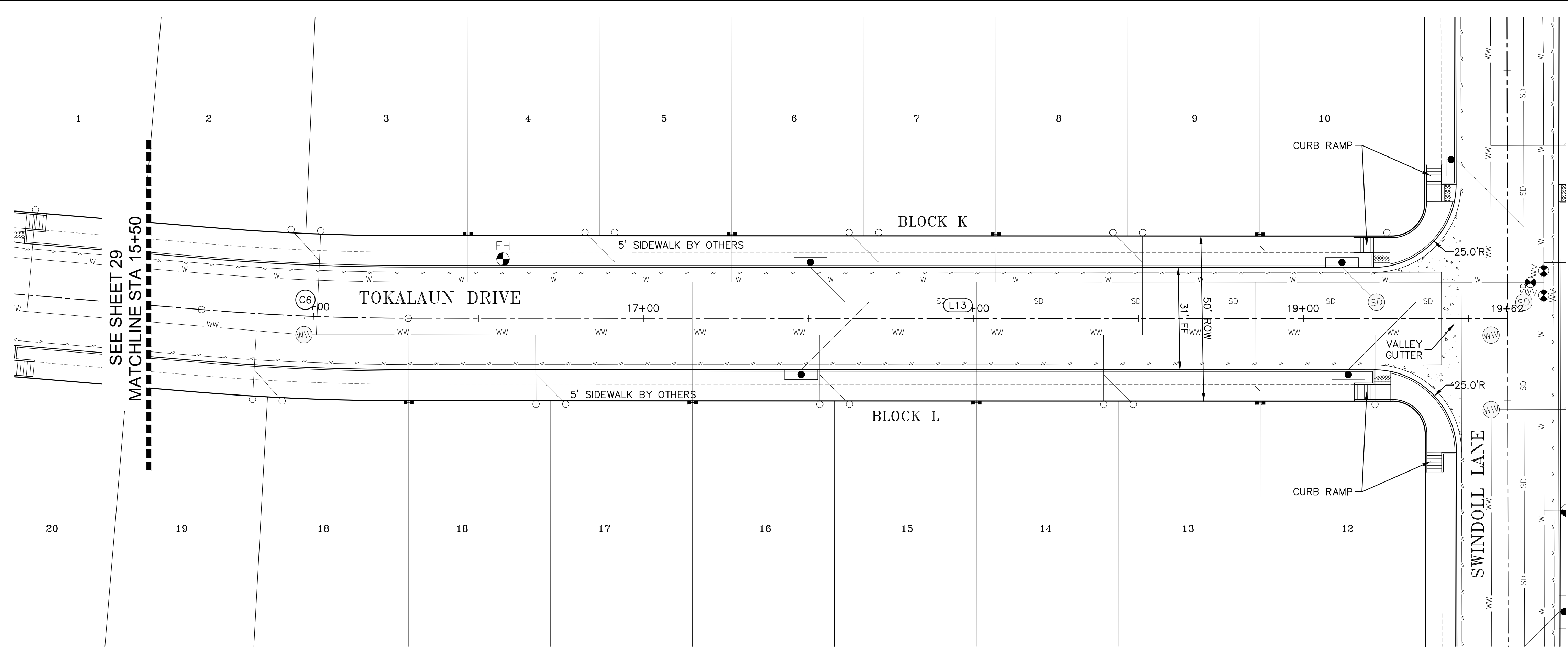


J. TRAVIS WILSON
97307
2/9/2021

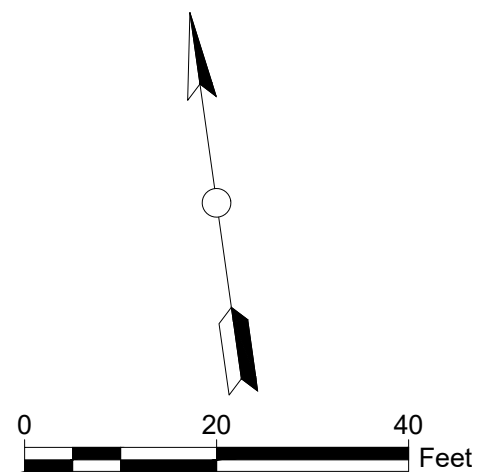
BROOKLANDS SECTION 4
HUTTO, WILLAMSON COUNTY, TEXAS 78634

TIMBER BROOK DRIVE PLAN & PROFILE (STA 21+00 TO END)

REVISIONS/CORRECTIONS				PROJECT NUMBER 00135-003	DATE: 2/9/2021	DESIGNED: RRM/KKE	CHECKED: JTW
NO.	DATE	DESCRIPTION	BY				
1	2/09/2021	REISSUED W/CORRECTED END STA (RFI 001)	TW				
				SHEET NO. 28 OF 73			
				1701-ENG			



TOKALAUN DRIVE					
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA
L12	410.95			S77° 13' 15.07"E	11+55.10
C6	62.71	755.00	4.76	S79° 36' 00.62"E	15+66.05
L13	333.15			S81° 58' 46.17"E	16+28.75



LEGEND	
	SUBJECT TRACT PROPERTY LINE
	FUTURE LOTS
	ADJACENT TRACTS
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED STORMDRAIN LINE

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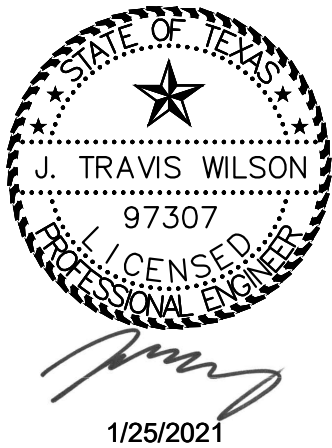
7320 N. MoPac Expressway, Suite 203

Austin, Texas 78731

Phone (512) 861-5300

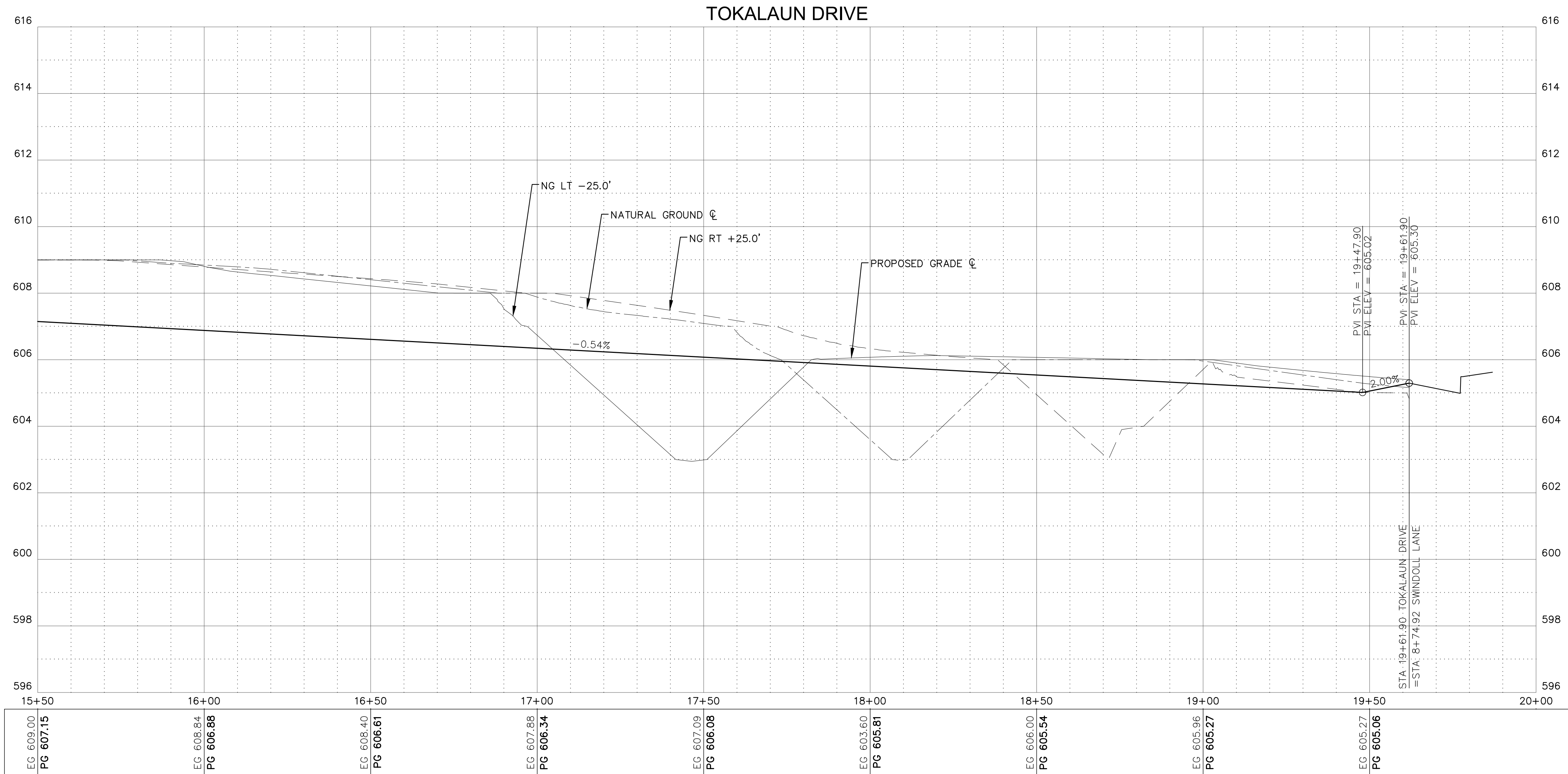
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TBPE FIRM REG. NO. F-16302



BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

TOKALAUN DRIVE PLAN & PROFILE
(STA 15+50 TO END)



PROFILE SCALE
1"= 20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

- ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
- REFERENCE TERRADYNE GEOTECHNICAL REPORT DATED MARCH 3, 2020, FOR PAVING RECOMMENDATION ALTERNATIVE #2.
- ALL CURB RAMPS AND SIDEWALKS LOCATED IN COMMON AREAS AND INTERSECTIONS ARE TO BE CONSTRUCTED WITH STREET CONSTRUCTION. ALL OTHER SIDEWALKS ARE TO BE CONSTRUCTED BY THE HOME BUILDER.
- WHERE ALLEYS INTERSECT ROADS, CONTRACTOR SHALL CONSTRUCT A RESIDENTIAL DRIVEWAY. REFER TO SHEET 73 FOR DETAIL.



CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CITY OF HUTTO APPROVAL:

REVISIONS/CORRECTIONS

NO.		DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

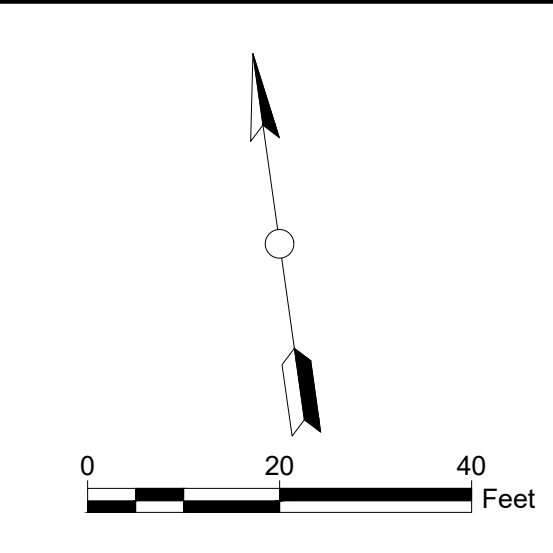
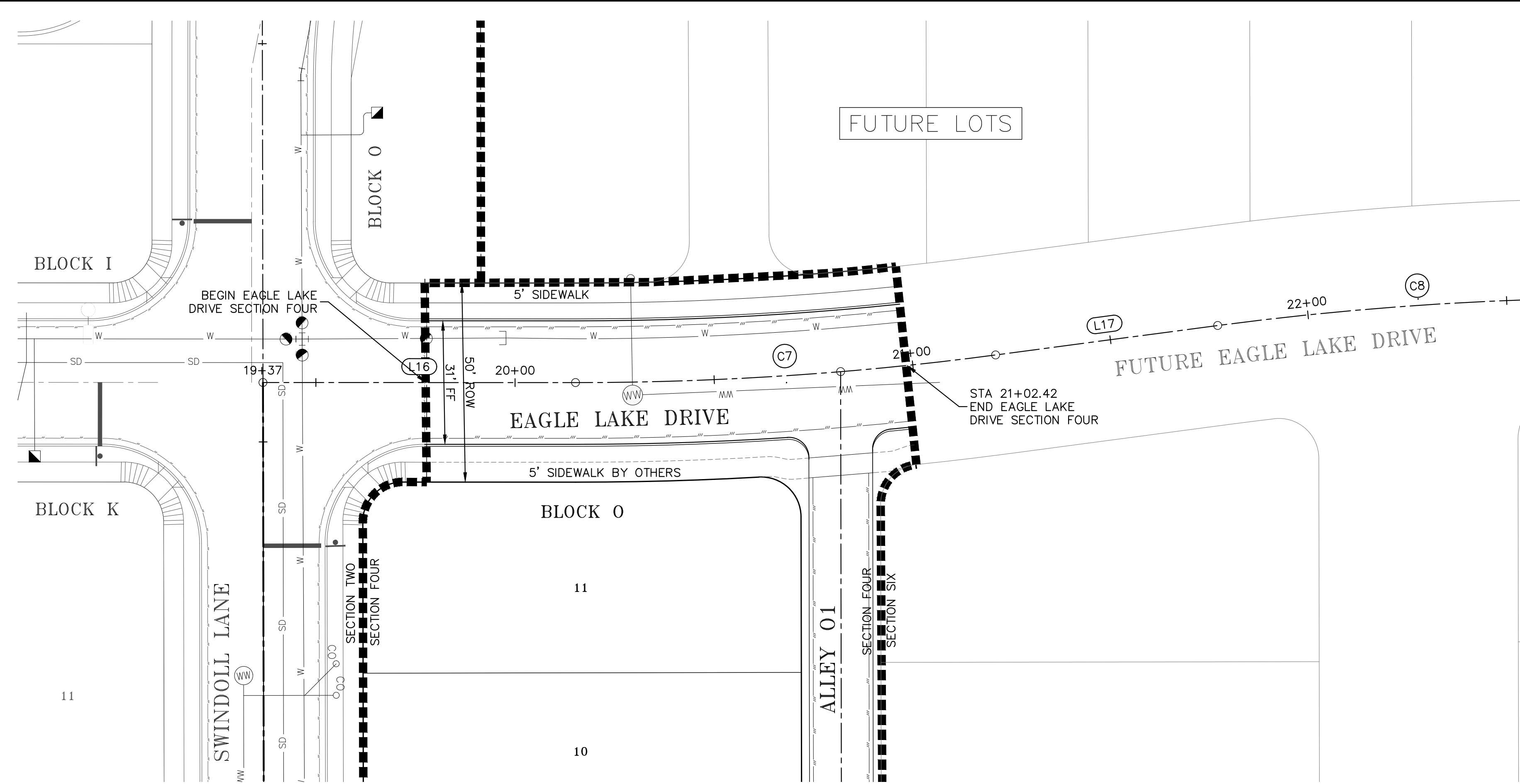
DATE: 1/25/2021

DESIGNED: RRM/KKE

CHECKED: JTW

SHEET NO.
30 OF 73

1701-ENG



LEGEND	
	SUBJECT TRACT PROPERTY LINE
	FUTURE LOTS
	ADJACENT TRACTS
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED STORMDRAIN LINE

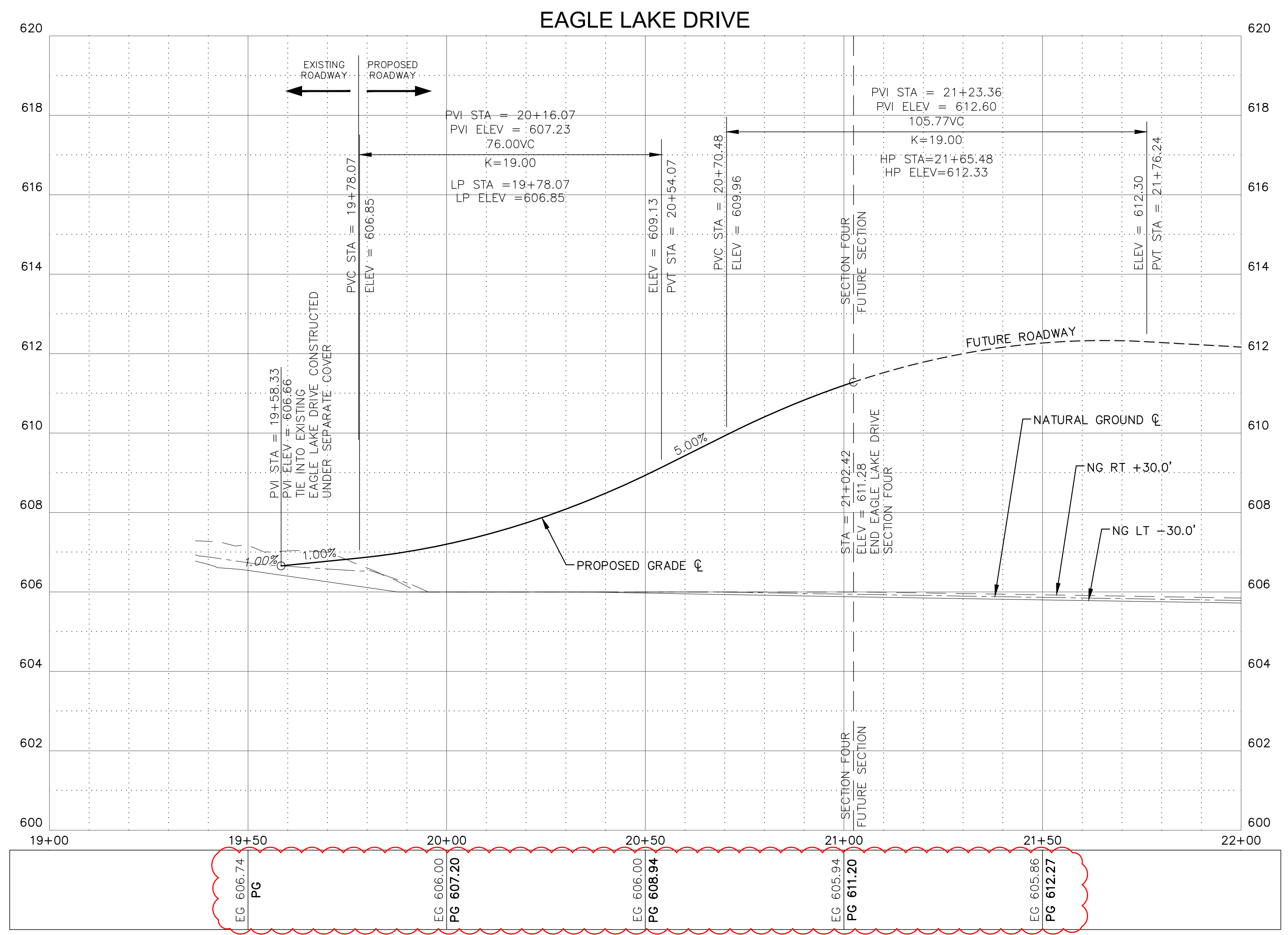
EAGLE LAKE DRIVE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L16	78.46			S81° 58' 46.17"E	19+36.73	20+15.19
C7	105.75	800.00	7.57	S85° 45' 58.86"E	20+15.19	21+20.94

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J. TRAVIS WILSON
97307
LICENSED MECHANICAL ENGINEER
2/9/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

EAGLE LAKE DRIVE PLAN & PROFILE
(STA 19+59 TO END)



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

- NOTES:**
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CITY OF HUTTO APPROVAL:

PROJECT NUMBER
00135-003

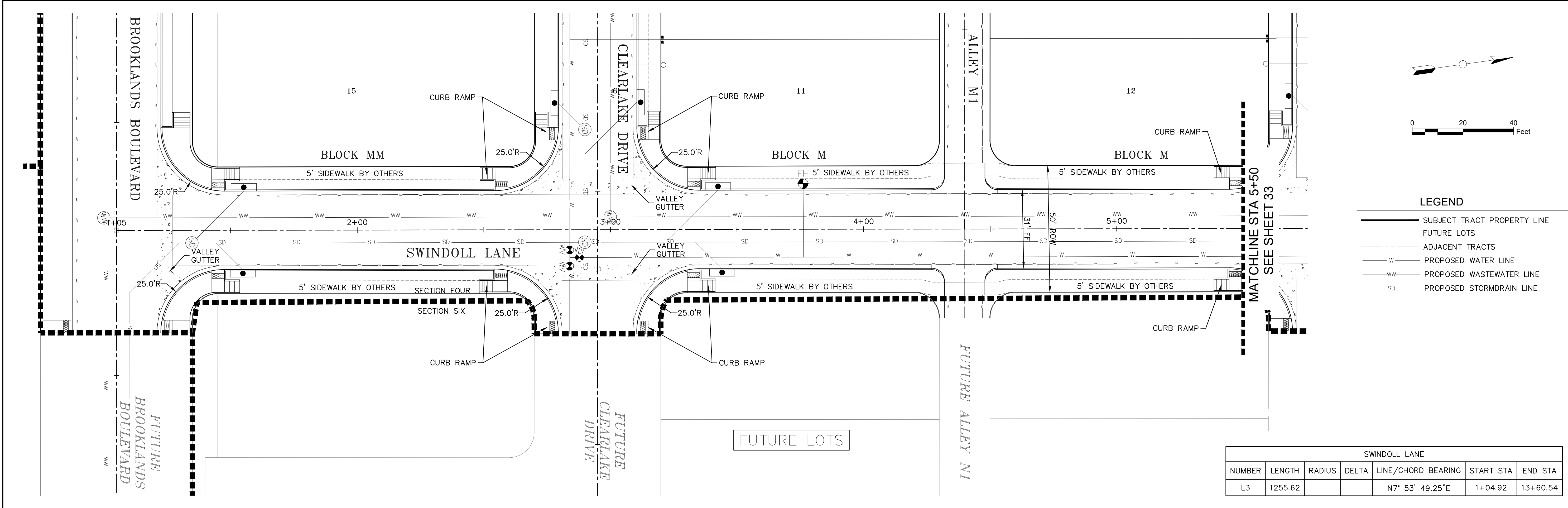
DATE:
2/9/2021

DESIGNED:
RRM/KKE

CHECKED:
JTW

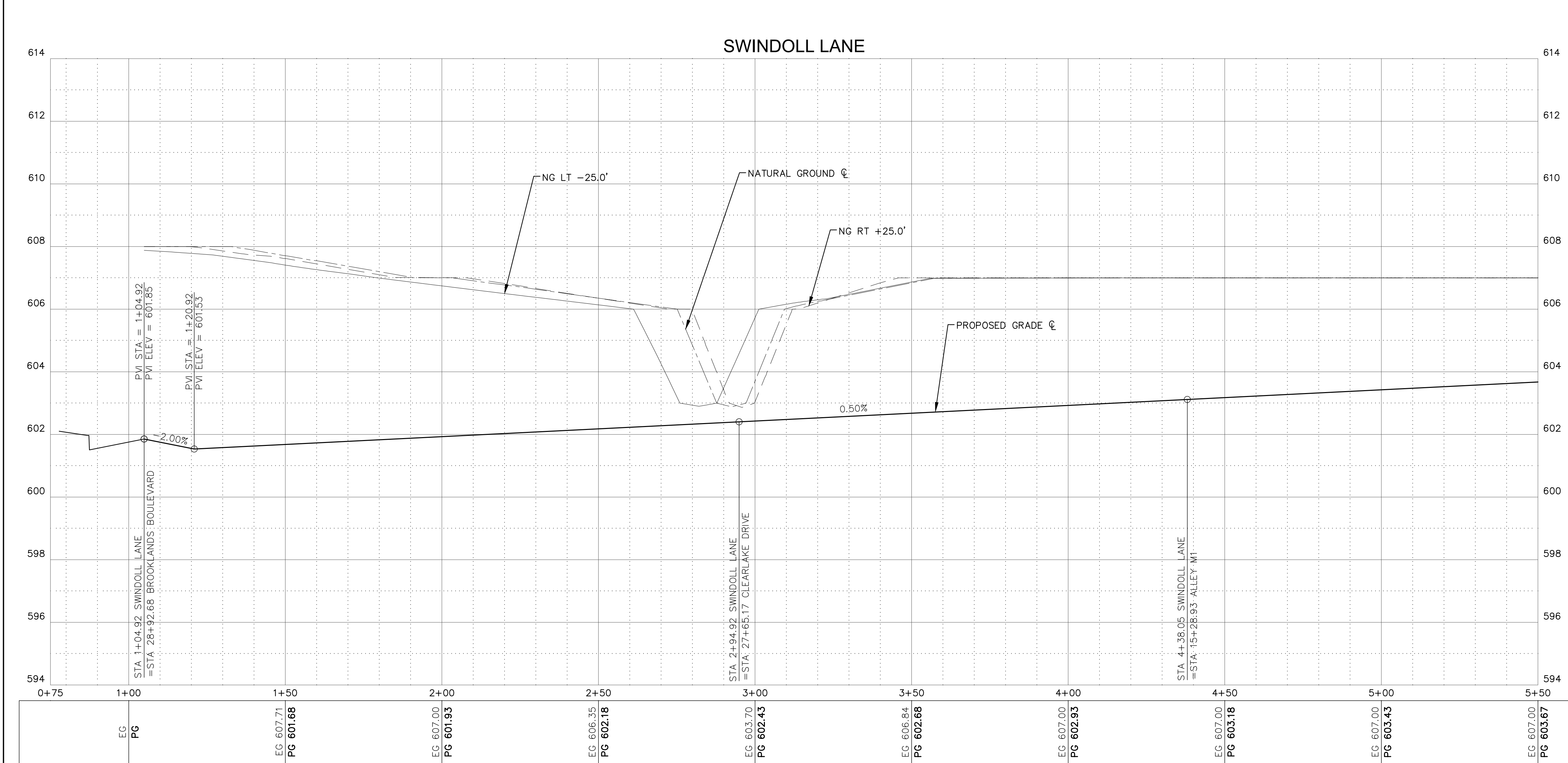
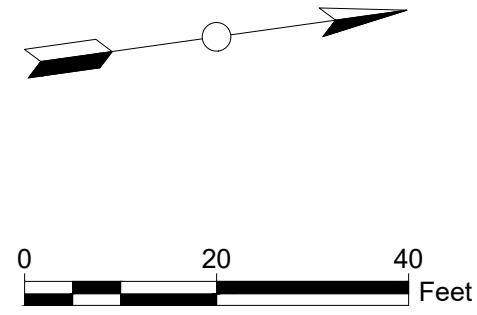
SHEET NO.
31 OF 73

1701-ENG



SWINDOLL LANE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L3	1255.62			N7° 53' 49.25"E	1+04.92	13+60.54

- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORMDRAIN LINE



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

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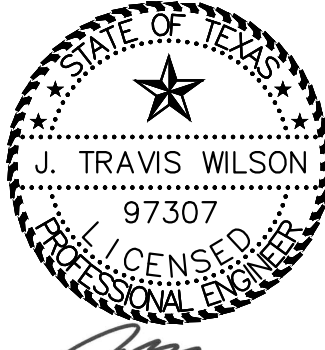


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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634
SWINDOLL LANE PLAN & PROFILE
(STA 1+00 TO 5+50)

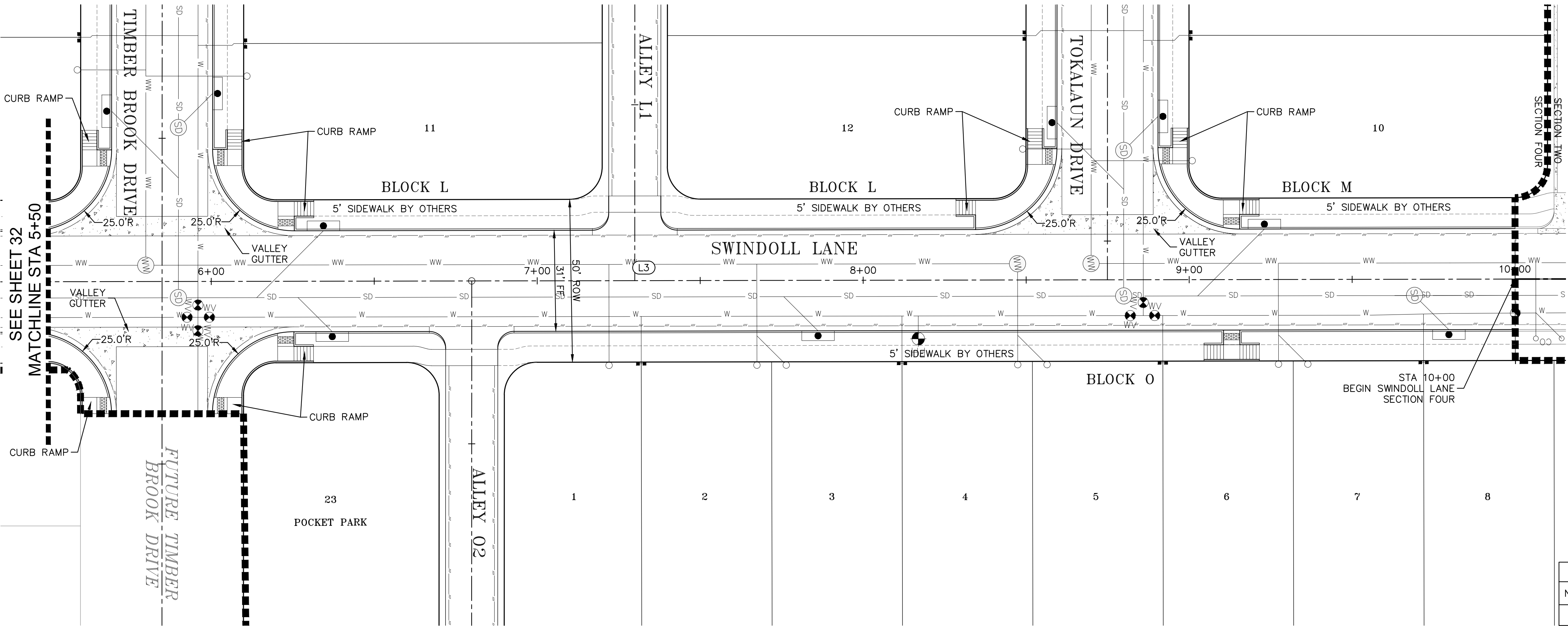
REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

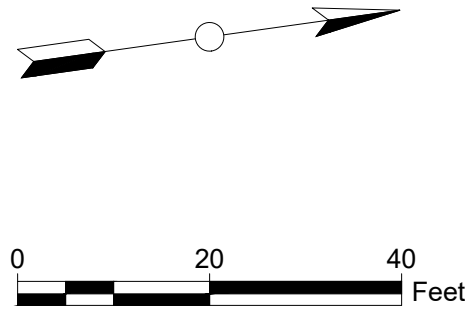
PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: RRM/KKE	CHECKED: JTW
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SHEET NO.
32 OF 73

1701-ENG

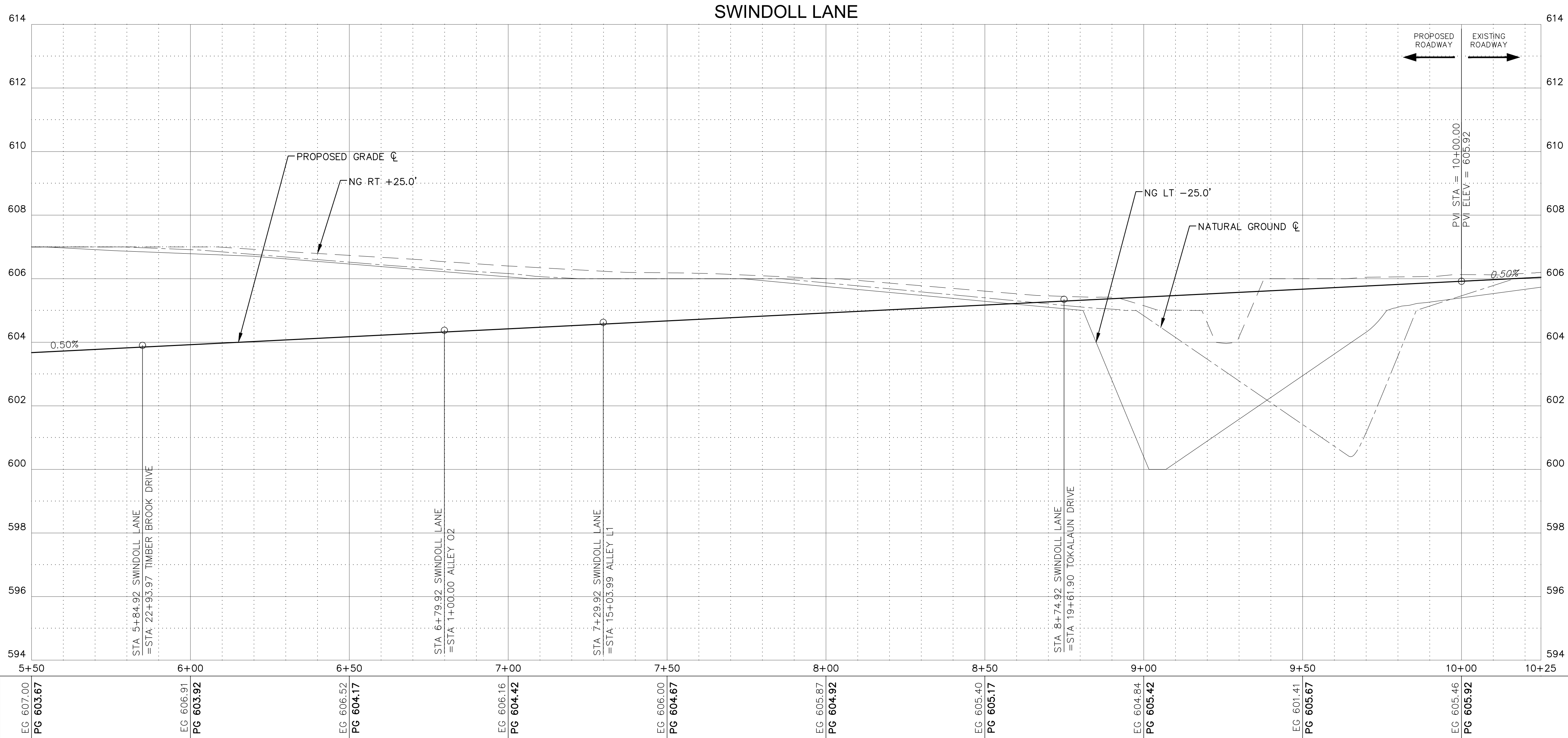


SWINDOLL LANE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L3	1255.62			N7° 53' 49.25"E	1+04.92	13+60.54



LEGEND

- SUBJECT TRACT PROPERTY LINE
- FUTURE LOTS
- ADJACENT TRACTS
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED STORMDRAIN LINE



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

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CITY OF HUTTO APPROVAL:

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634
SWINDOLL LANE PLAN & PROFILE
(STA 5+50 TO END)

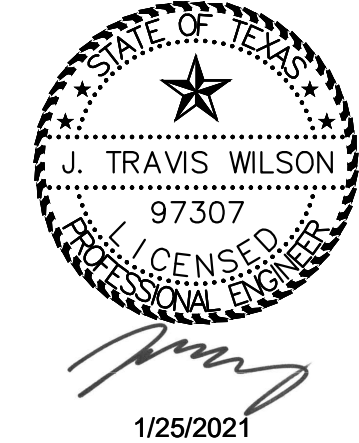
REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

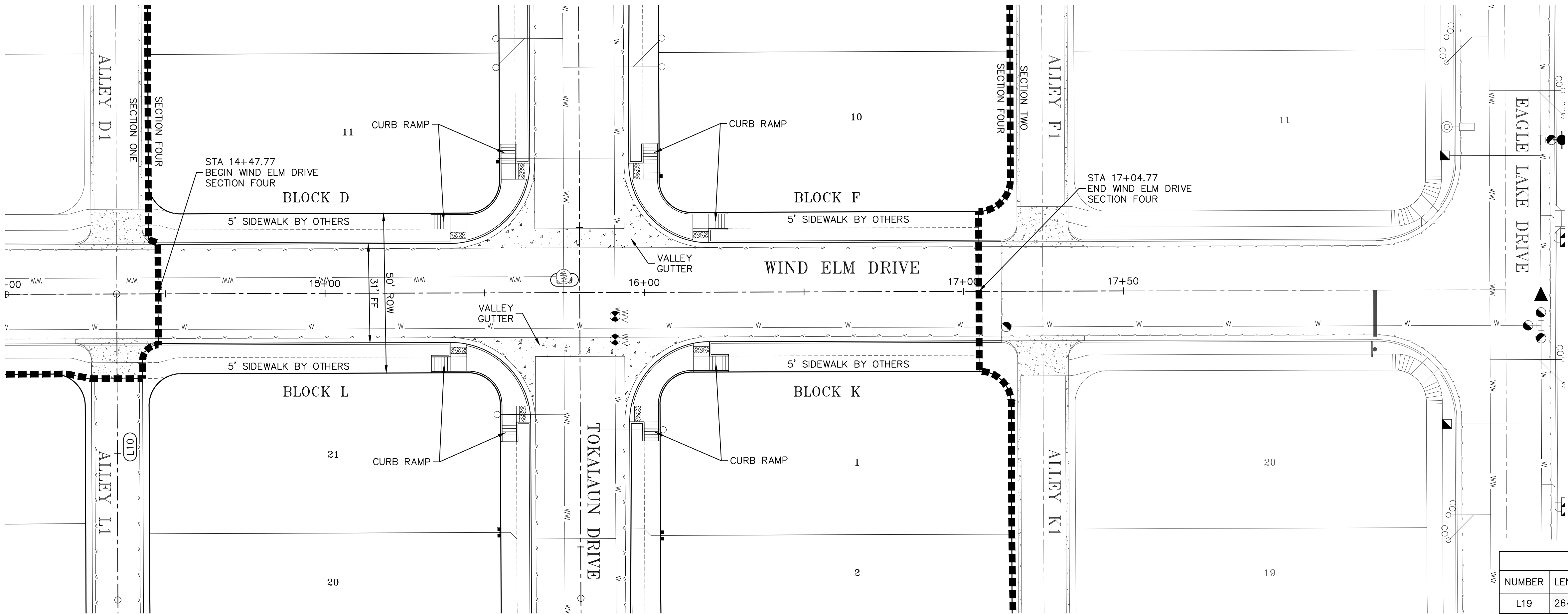
PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: RRM/KKE	CHECKED: JTW
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SHEET NO.
33 OF 73

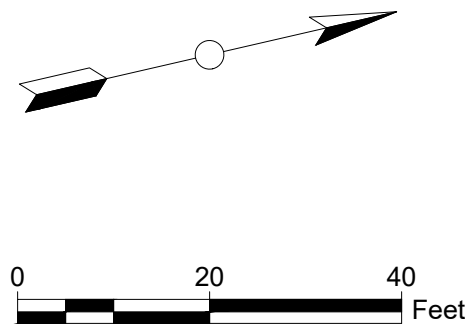
1701-ENG



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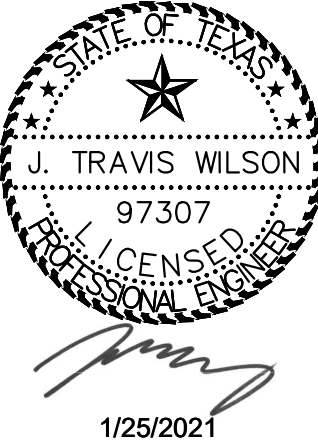


WIND ELM DRIVE						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L19	264.02			N12° 49' 28.38"E	14+47.98	17+12.00



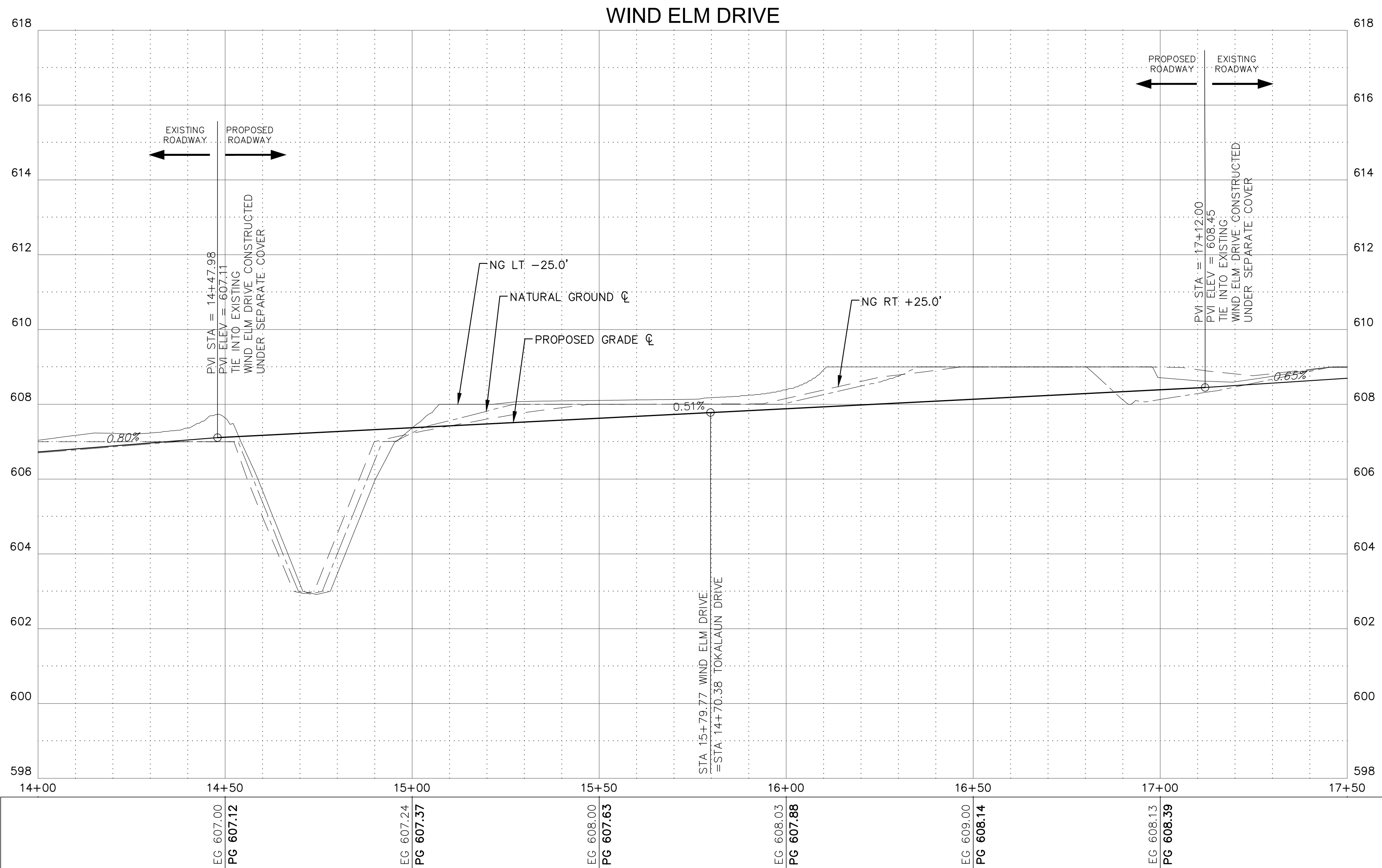
- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORMDRAIN LINE

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WIND ELM DRIVE PLAN & PROFILE
(STA 14+47 TO END)



PROFILE SCALE
1" = 20' HORIZONTAL
1" = 2' VERTICAL

- NOTES:
- ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
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CITY OF HUTTO APPROVAL:

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION		BY

PROJECT NUMBER
00135-003

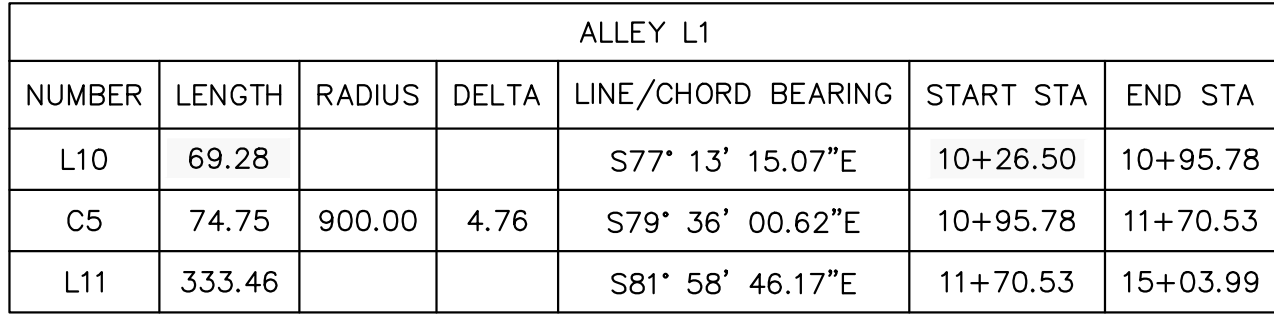
DATE: 1/25/2021

DESIGNED: RRM/KKE

CHECKED: JTW

SHEET NO.
34 OF 73

1701-ENG



1. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
2. REFERENCE TERRADNEY GEOTECHNICAL REPORT DATED MARCH 3, 2020, FOR PAVING RECOMMENDATION ALTERNATIVE #2.
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Know what's below.
Call before you dig.

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CITY OF HUTTO APPROVAL

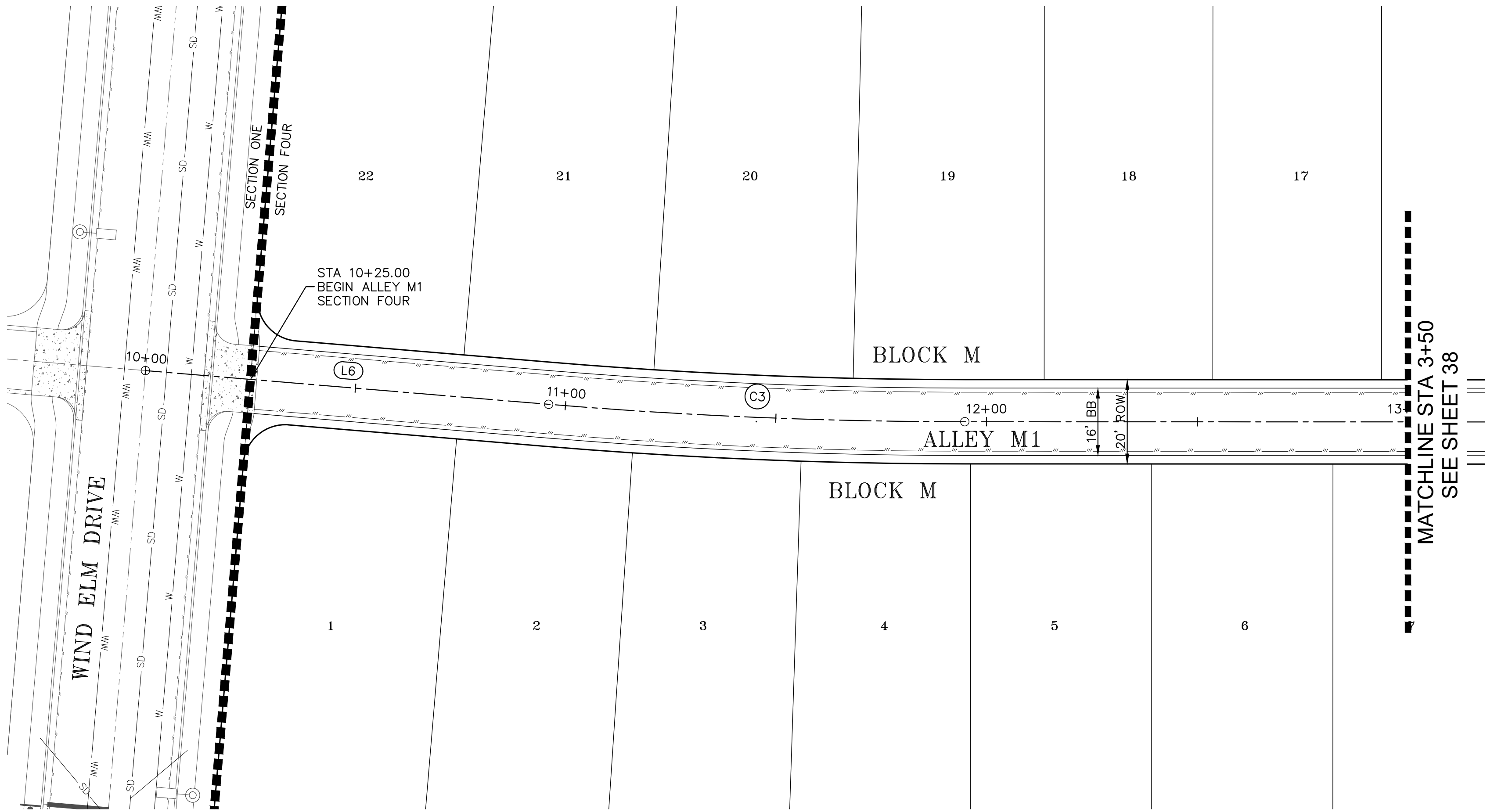
BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

ALLEY L1 PLAN & PROFILE
(STA 10+00 TO 12+50)

PROJECT NUMBER		REVISIONS / CORRECTIONS			
00135-003		NO.	DATE	DESCRIPTION	BY
DATE: 1/25/2021					
DESIGNED: RRM/KKE					
CHECKED: JTW					

SHEET NO.
35 OF 73

1701-ENG

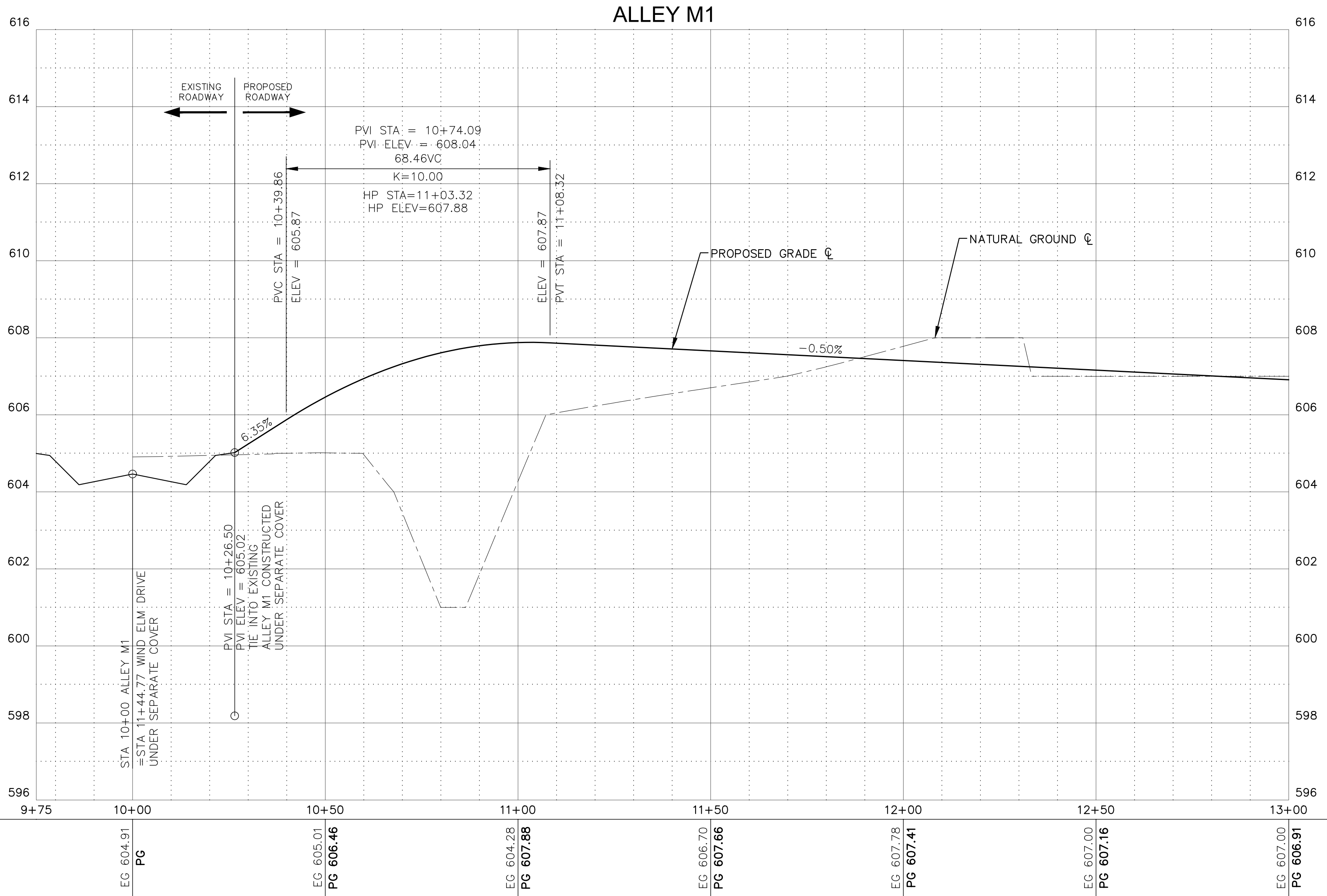


0 20 40 Feet

LEGEND

- SUBJECT TRACT PROPERTY LINE
- FUTURE LOTS
- ADJACENT TRACTS
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED STORMDRAIN LINE

ALLEY M1						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L6	69.51			S77° 13' 15.07"E	10+26.50	10+96.01
C3	98.83	1190.00	4.76	S79° 36' 00.62"E	10+96.01	11+94.84
L7	334.08			S81° 58' 46.17"E	11+94.84	15+28.93



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

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TBPE FIRM REG. NO. F-16302

STATE OF TEXAS

J. TRAVIS WILSON

97307

1/25/2021

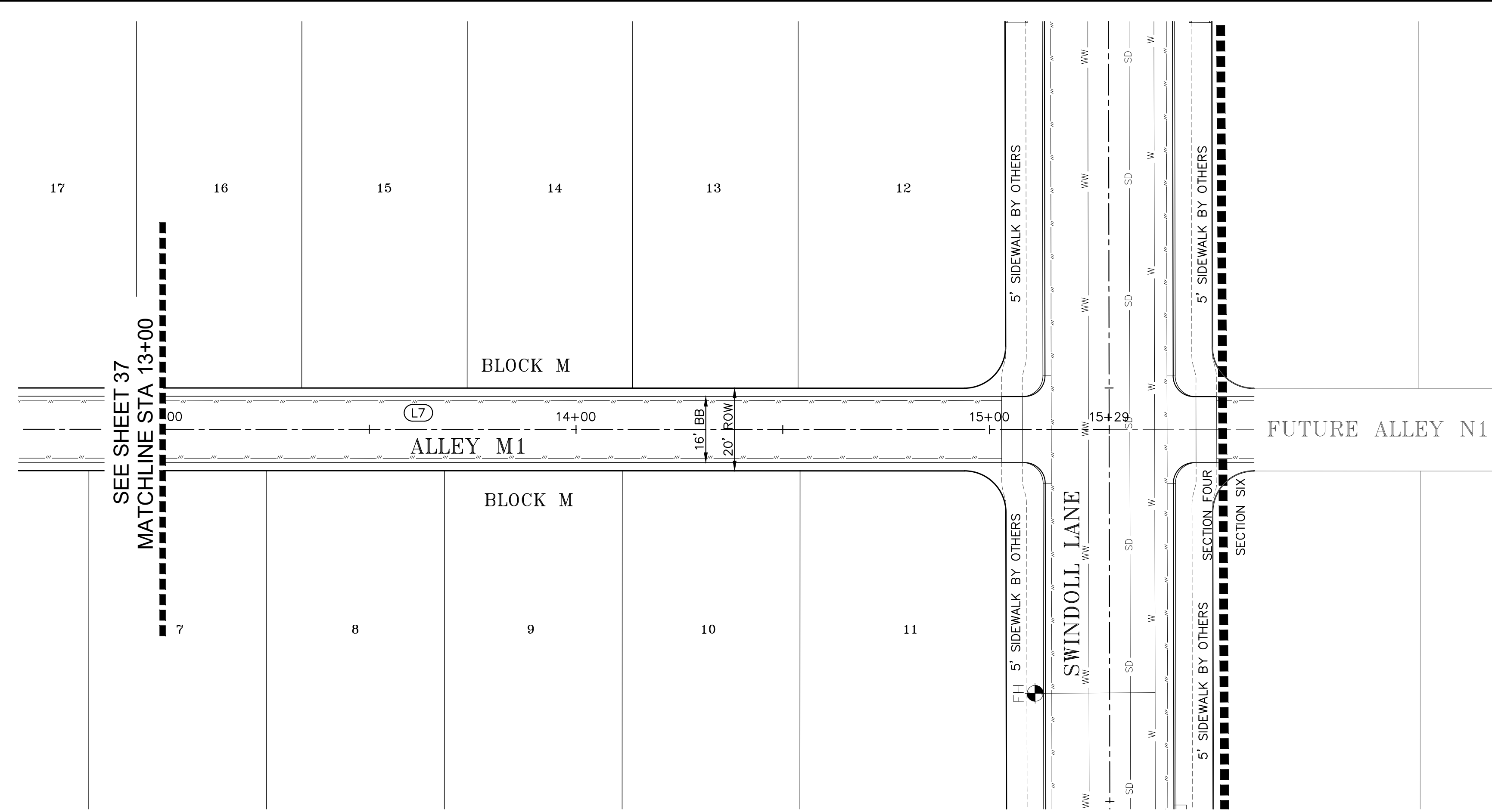
BROOKLANDS SECTION 4
HUTTO, WILLAMSON COUNTY, TEXAS 78634

ALLEY M1 PLAN & PROFILE
(STA 10+27 TO 13+00)

REVISIONS/CORRECTIONS		NO.	DATE	DESCRIPTION	BY
PROJECT NUMBER	00135-003				
DATE:	1/25/2021				
DESIGNED:	RRMIKKE				
CHECKED:	JTW				

SHEET NO.
37 OF 73

1701-ENG

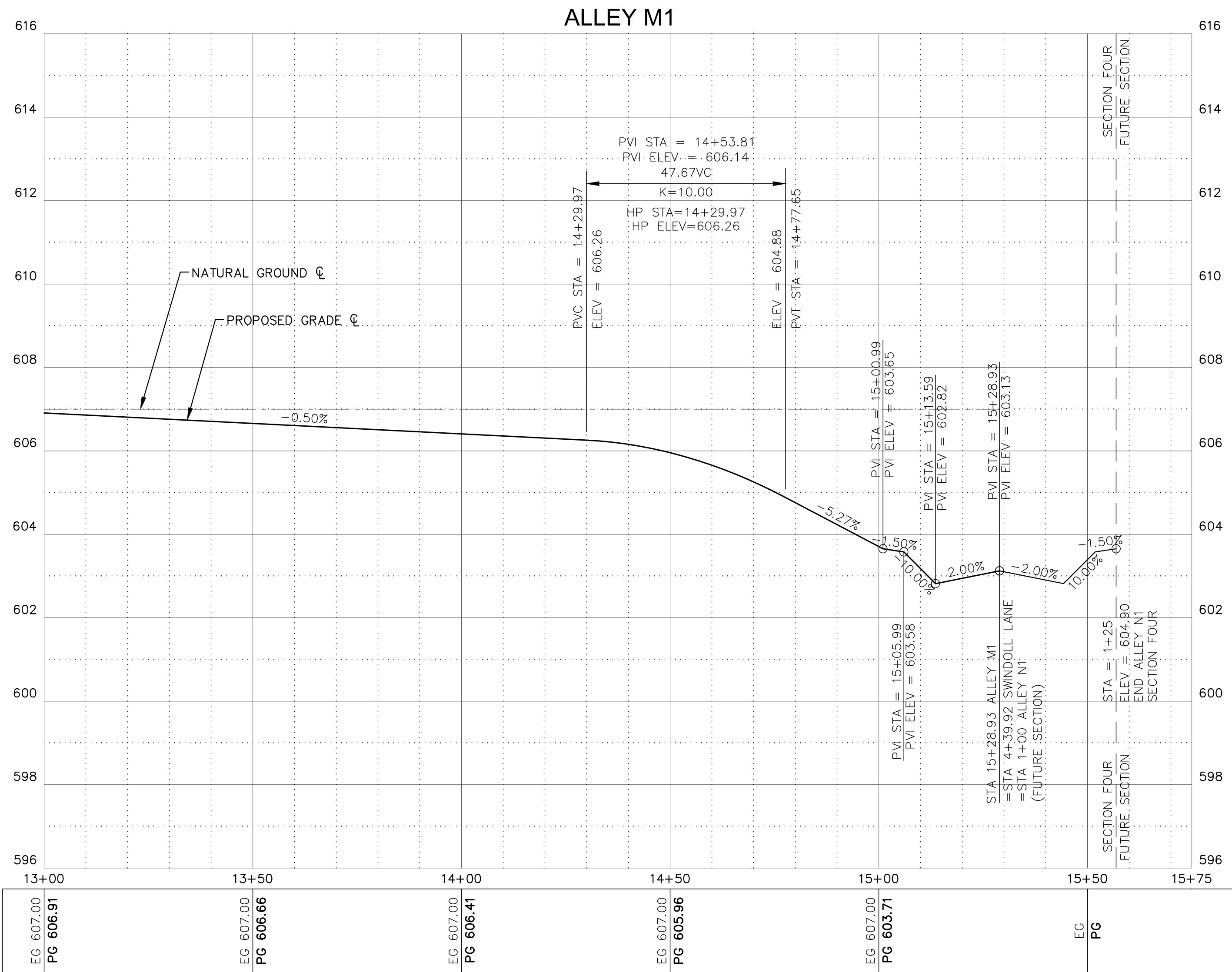


LEGEND

- SUBJECT TRACT PROPERTY LINE
- FUTURE LOTS
- ADJACENT TRACTS
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED STORMDRAIN LINE

0 20 40 Feet

ALLEY M1						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L6	69.51			S77° 13' 15.07"E	10+26.50	10+96.01
C3	98.83	1190.00	4.76	S79° 36' 00.62"E	10+96.01	11+94.84
L7	334.08			S81° 58' 46.17"E	11+94.84	15+28.93



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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

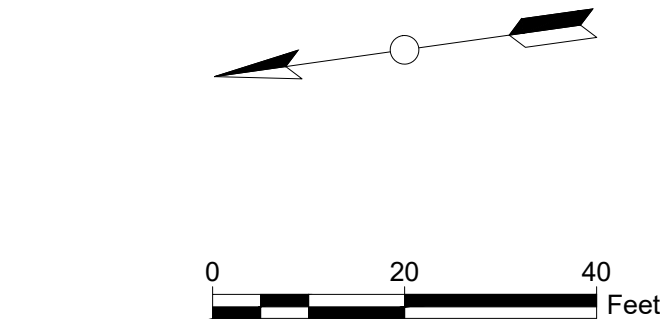
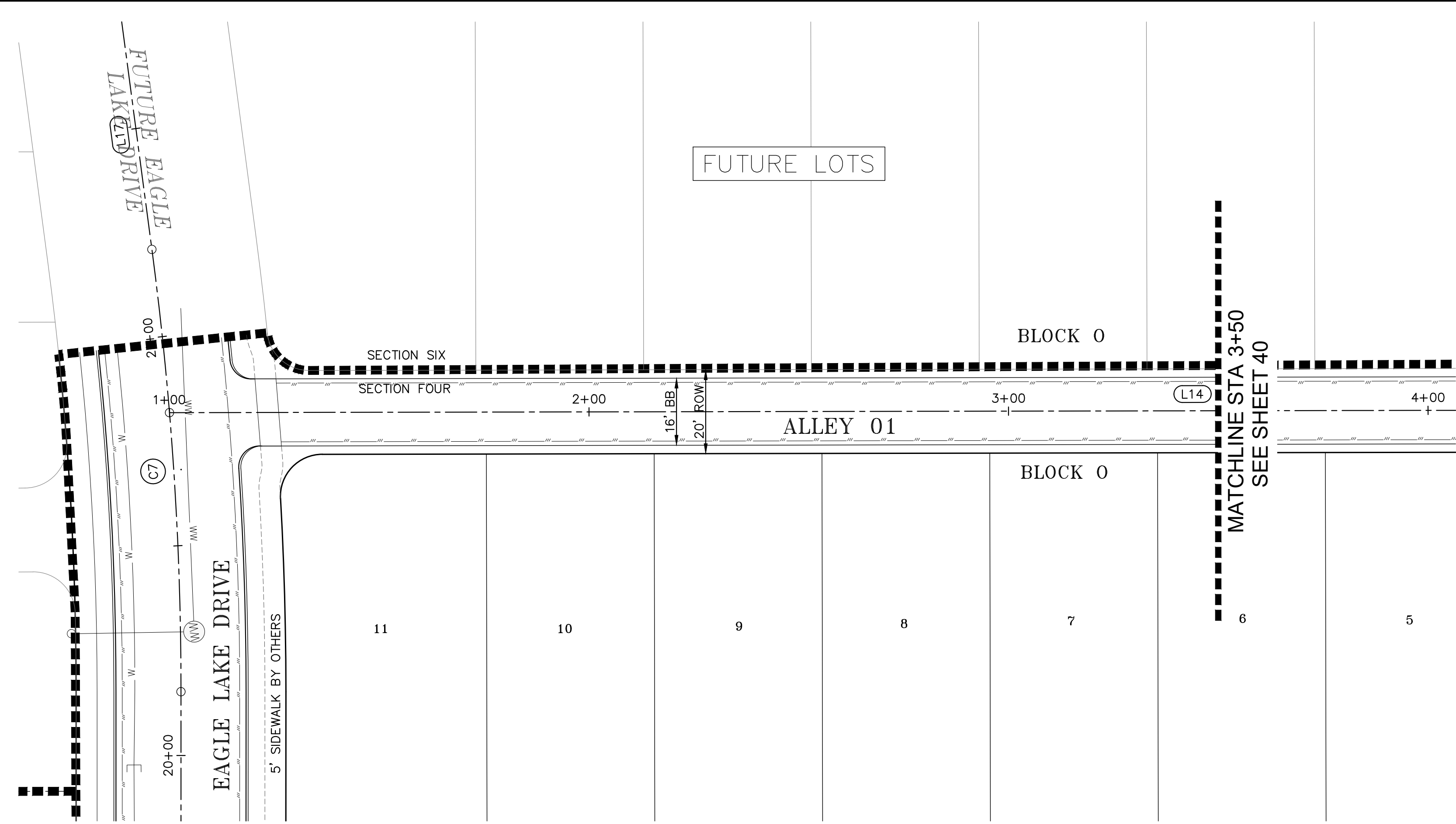
ALLEY M1 PLAN & PROFILE
(STA 13+00 TO END)

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

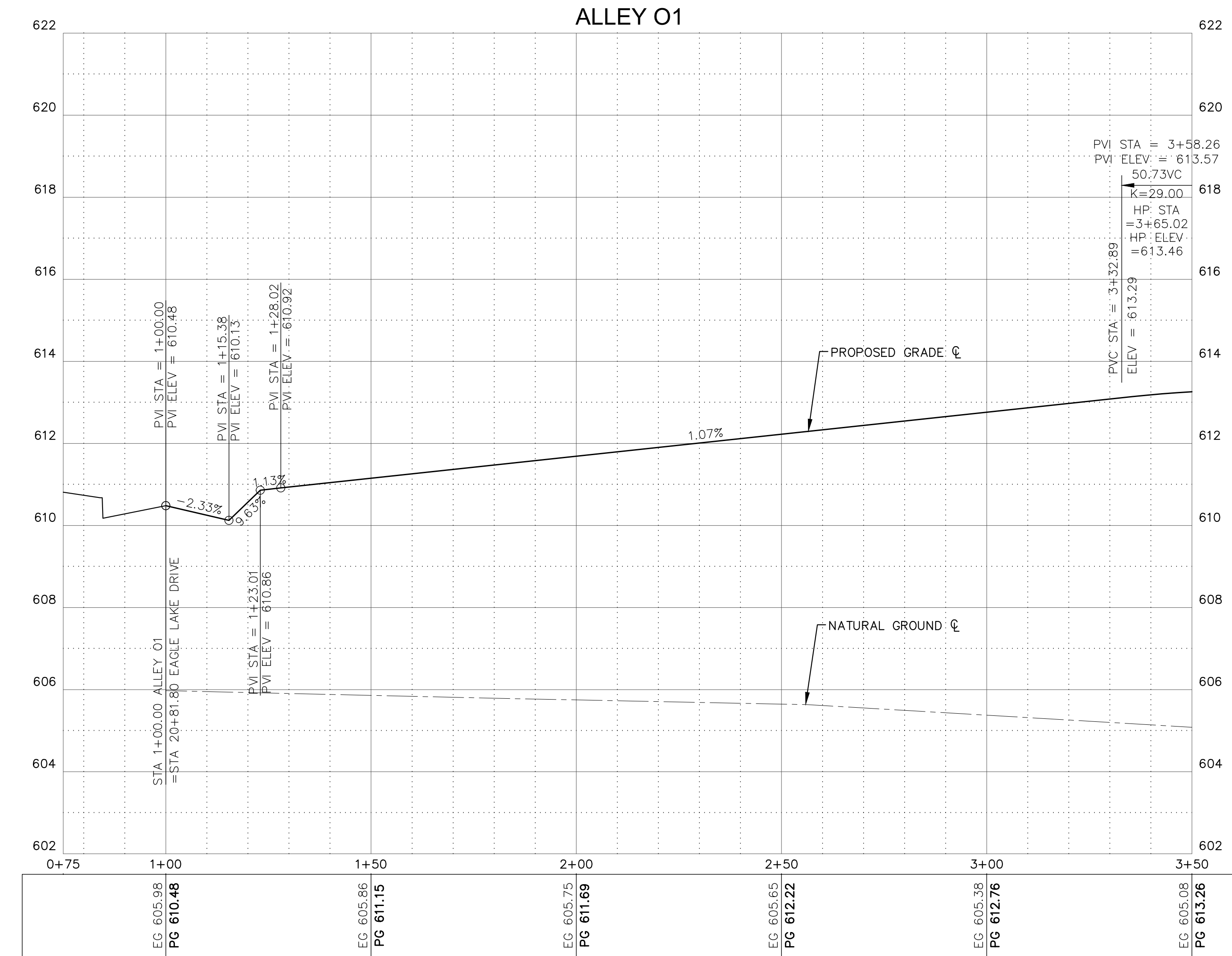
PROJECT NUMBER 00135-003
DATE: 1/25/2021
DESIGNED: RRM/KKE
CHECKED: JTW

SHEET NO.
38 OF 73
1701-ENG



LEGEND	
	SUBJECT TRACT PROPERTY LINE
	FUTURE LOTS
	ADJACENT TRACTS
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED STORMDRAIN LINE

ALLEY 01						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L14	487.77			S7° 53' 49.25"W	1+00.00	5+87.77



PROFILE SCALE
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1"= 2' VERTICAL

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

ALLEY 01 PLAN & PROFILE
(STA 1+00 TO 3+50)

REVISIONS/CORRECTIONS		NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: RRM/KKE	CHECKED: JTW
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SHEET NO.

39 OF 73

1701-ENG



 SUBJECT TRACT PROPERTY LINE
 FUTURE LOTS
 ADJACENT TRACTS
 PROPOSED WATER LINE
 PROPOSED WASTEWATER LINE
 PROPOSED STORMDRAIN LINE

ALLEY 01						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L14	487.77			S7° 53' 49.25"W	1+00.00	5+87.77



- ## NOTES:
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CITY OF HUTTO APPROVAL:

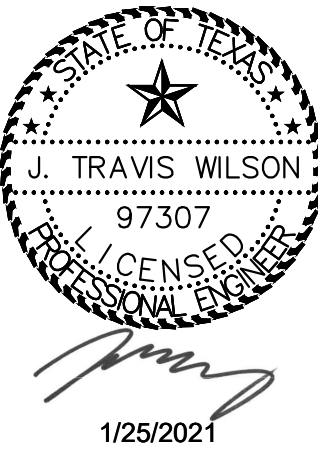
PROJECT NUMBER 00135-003	REVISIONS / CORRECTIONS		
	NO.	DATE	DESCRIPTION
DATE: 1/25/2021			BY
DESIGNED: RRM/KKE			
CHECKED: JTW			

SHEET NO.
40 OF 73

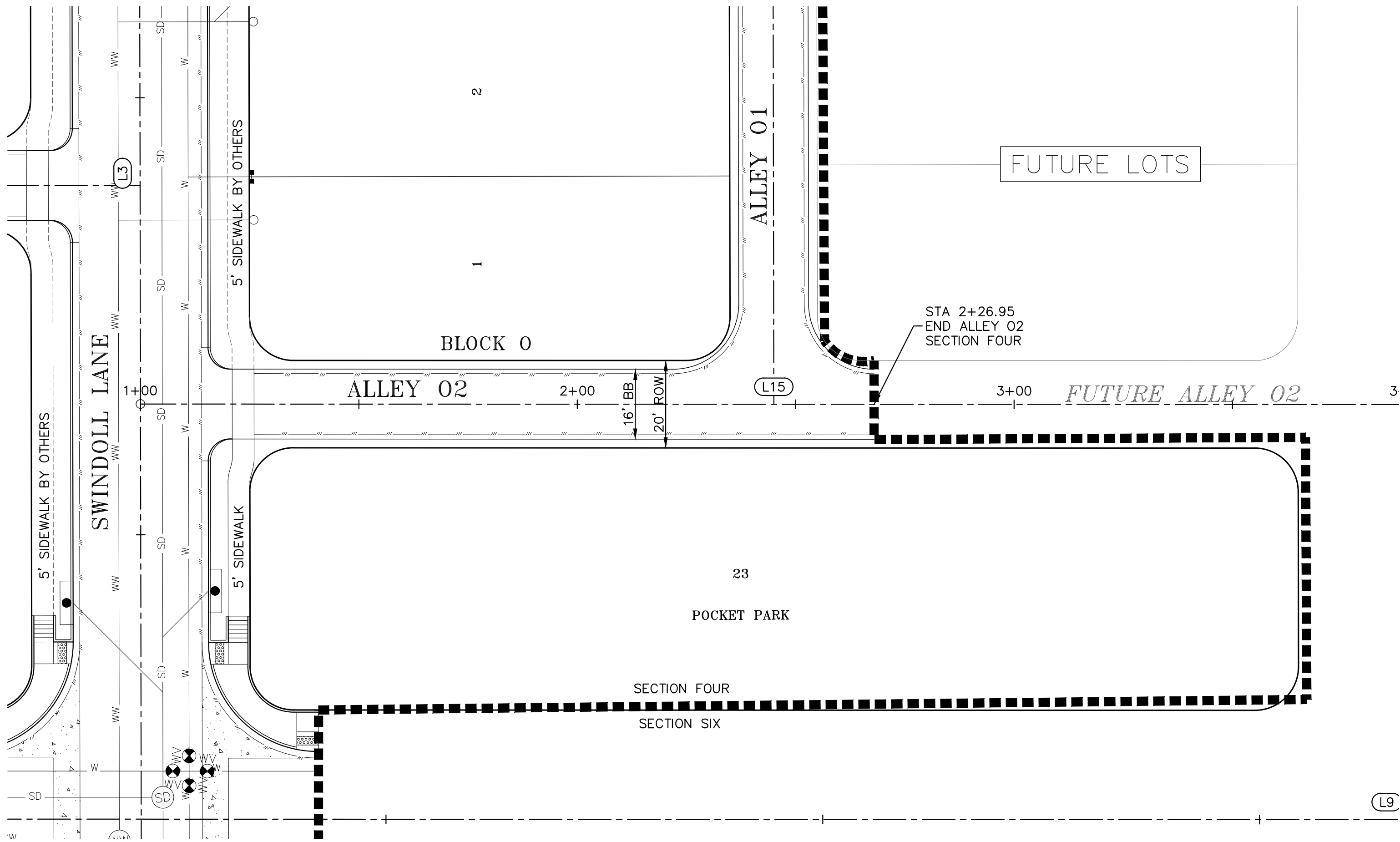
1701-ENG

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

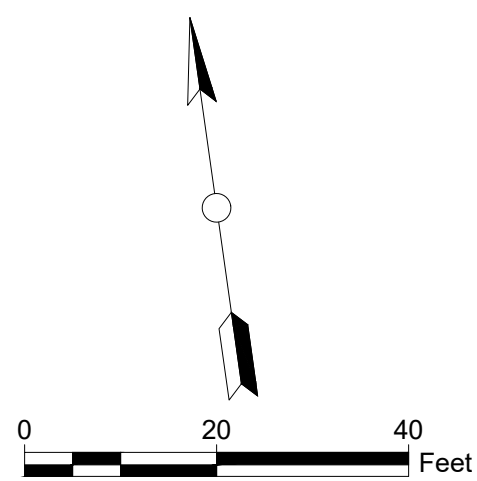
ALLEY O1 PLAN & PROFILE (STA 3+50 TO END)



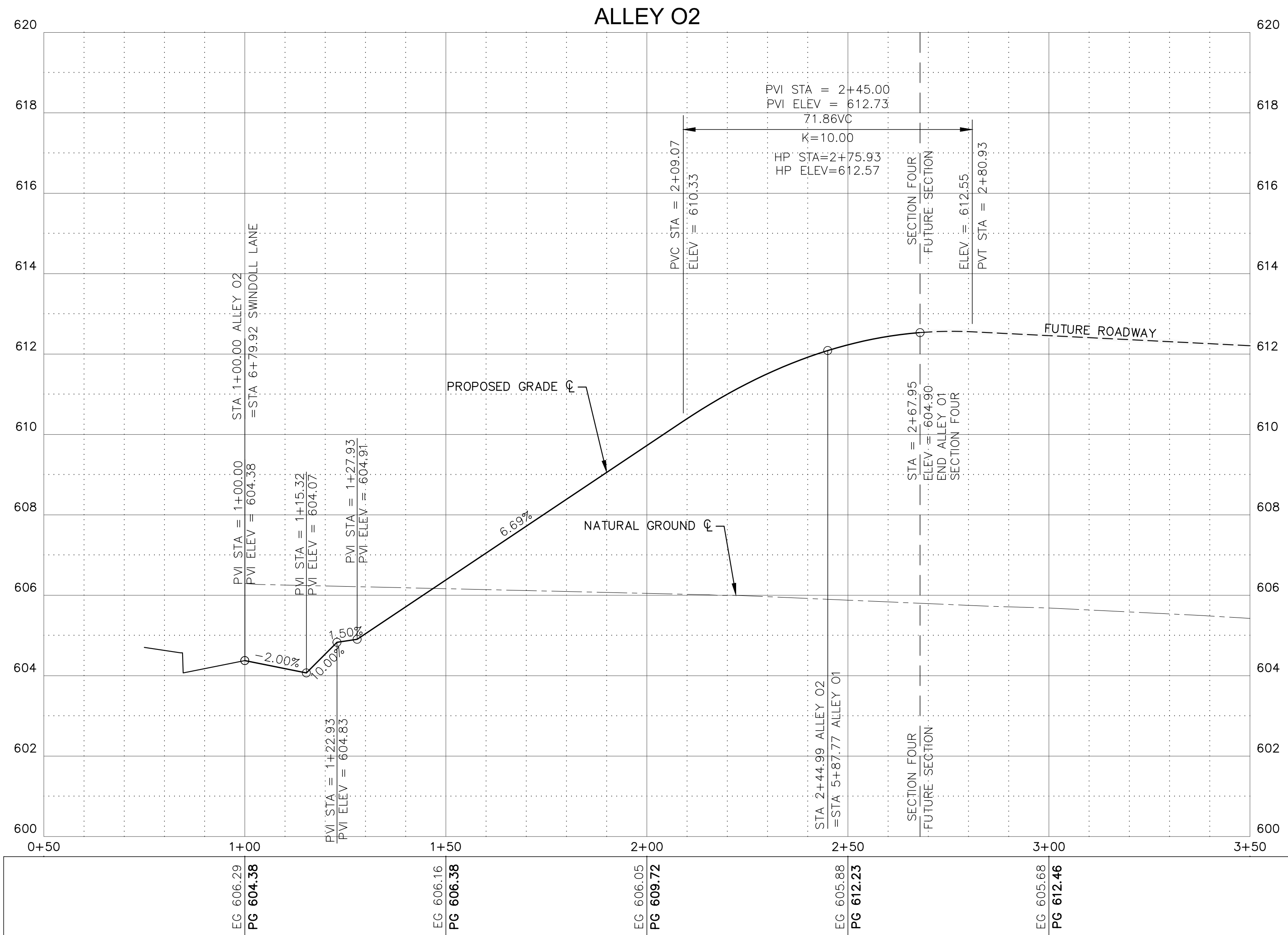
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- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORMDRAIN LINE



ALLEY O2						
NUMBER	LENGTH	RADIUS	DELTA	LINE/CHORD BEARING	START STA	END STA
L15	167.95			S81° 58' 46.17"E	1+00.00	2+67.95



PROFILE SCALE
1"=20' HORIZONTAL
1"= 2' VERTICAL

NOTES:

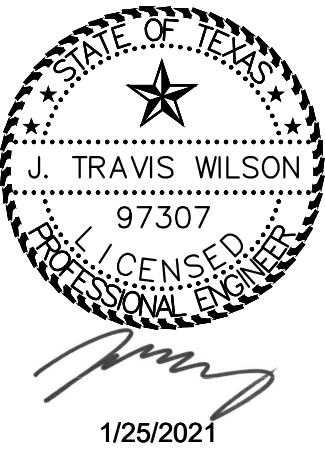
- ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE INDICATED ON THE PLANS.
- REFERENCE TERRADYNE GEOTECHNICAL REPORT DATED MARCH 3, 2020, FOR PAVING RECOMMENDATION ALTERNATIVE #2.
- ALL CURB RAMPS AND SIDEWALKS LOCATED IN COMMON AREAS AND INTERSECTIONS ARE TO BE CONSTRUCTED WITH STREET CONSTRUCTION. ALL OTHER SIDEWALKS ARE TO BE CONSTRUCTED BY THE HOME BUILDER.
- WHERE ALLEYS INTERSECT ROADS, CONTRACTOR SHALL CONSTRUCT A RESIDENTIAL DRIVEWAY. REFER TO SHEET 73 FOR DETAIL.



CAUTION!
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TBPE FIRM REG. NO. F-16302



BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

ALLEY O2 PLAN & PROFILE
(STA 1+00 TO END)

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

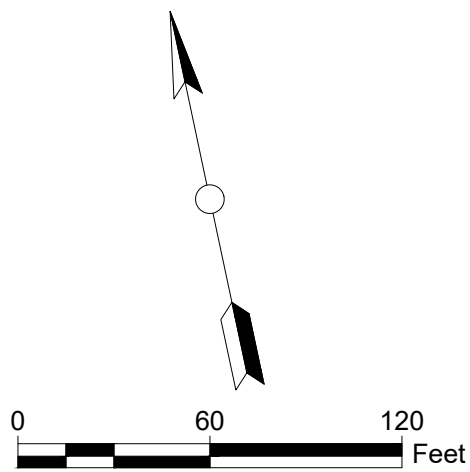
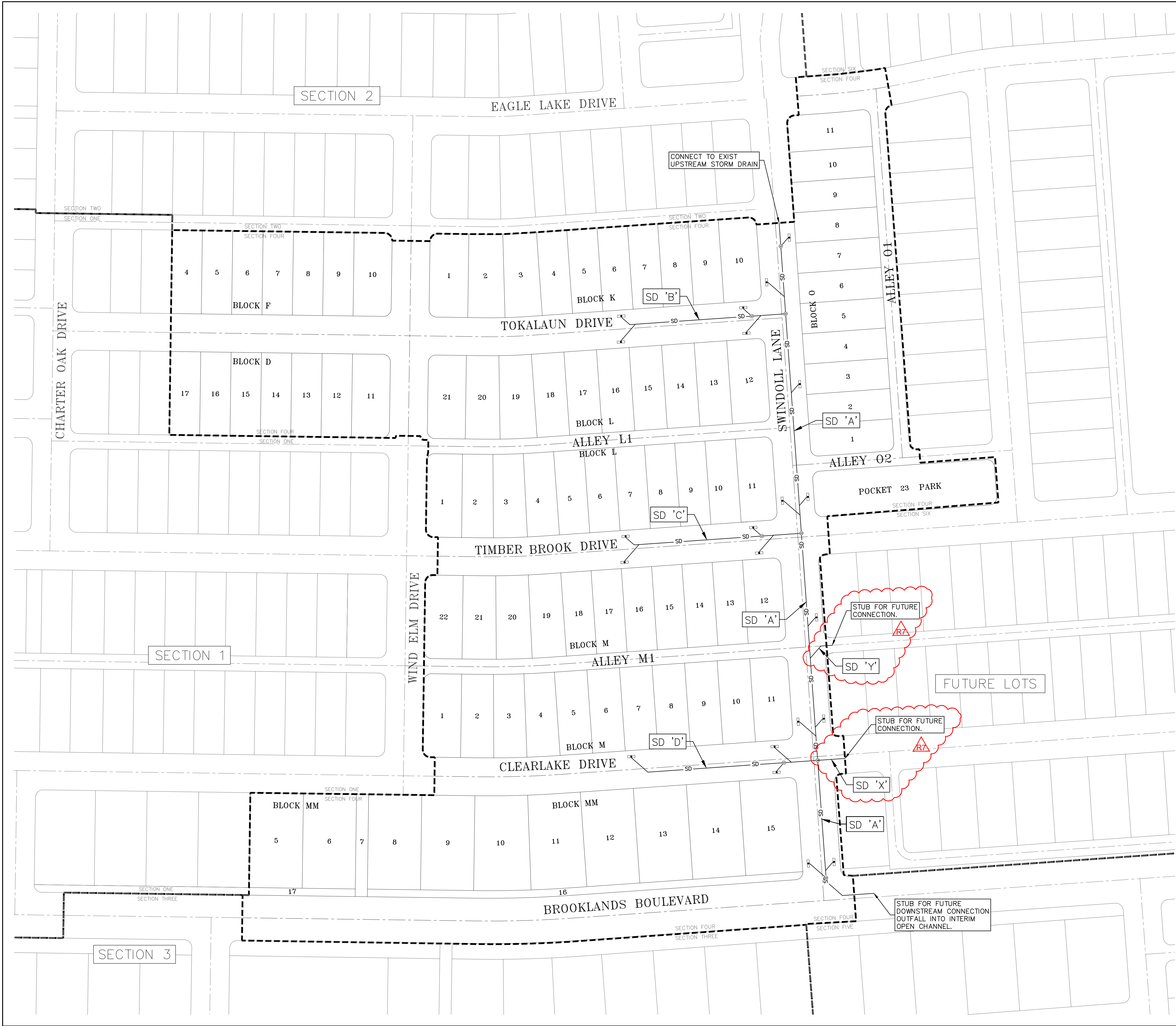
DATE: 1/25/2021

DESIGNED: RRM/KKE

CHECKED: JTJW

SHEET NO.
41 OF 73

1701-ENG



- LEGEND
- SECTION BOUNDARY
 - FUTURE LOTS
 - SD PROPOSED STORM DRAIN
 - PROPOSED STORM DRAIN INLET

REPLACEMENT SHEET



Know what's below.
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CITY OF HUTTO APPROVAL:

PROJECT NUMBER 00135-003	REVISIONS / CORRECTIONS		
DATE: 6/28/2021	NO. R2	DATE 3/30/21	DESCRIPTION REISSUED W/ UPDATED SD LAYOUT (RP-007)
DESIGNED: KKE	BY JTW		
CHECKED: JTW			

SHEET NO.

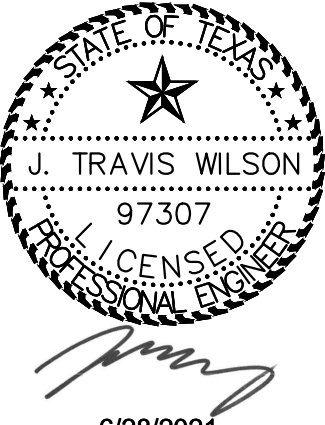
42 OF 74

1701-ENG



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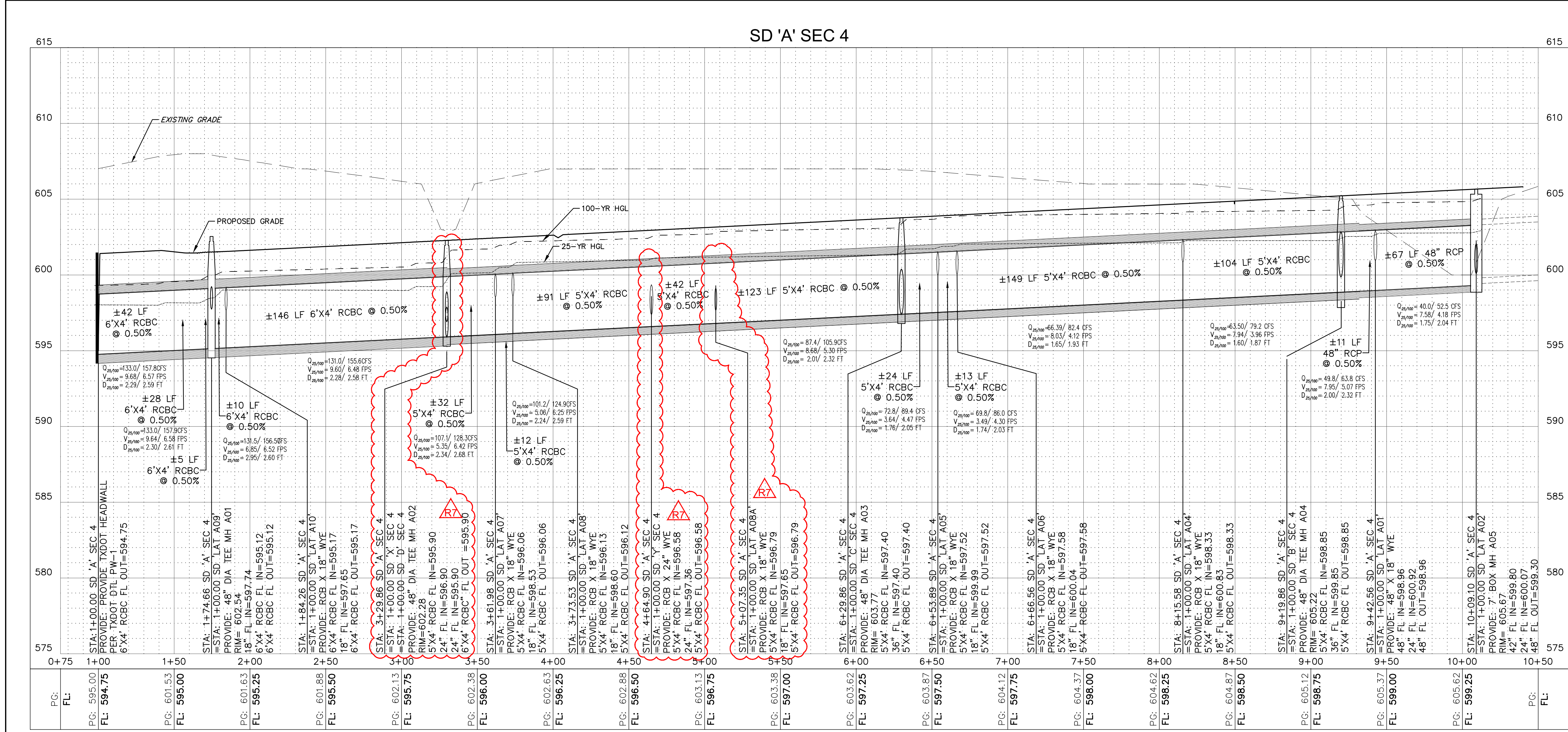
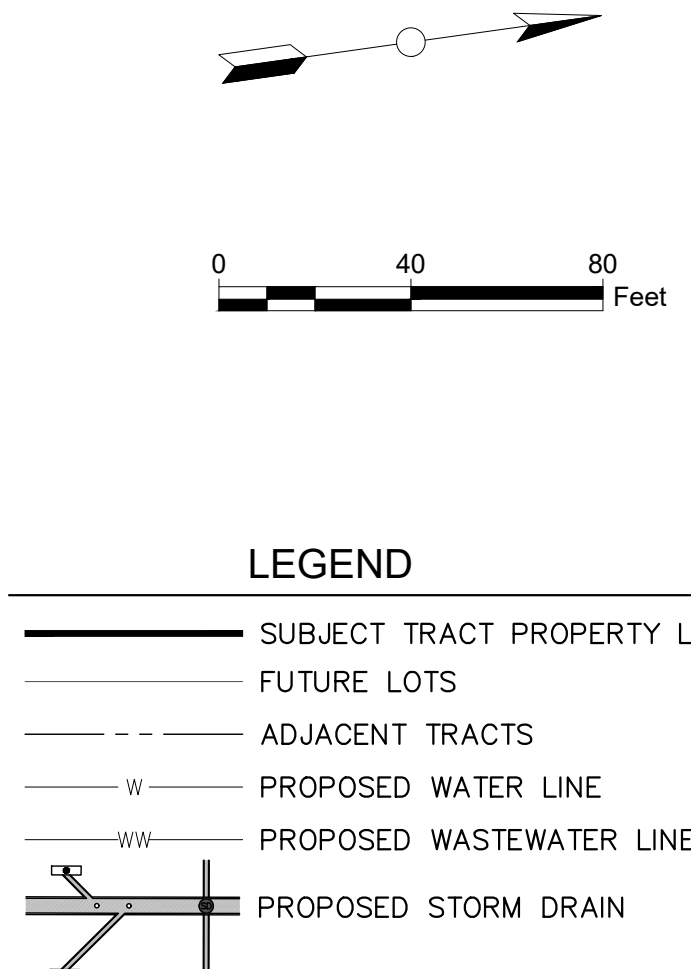
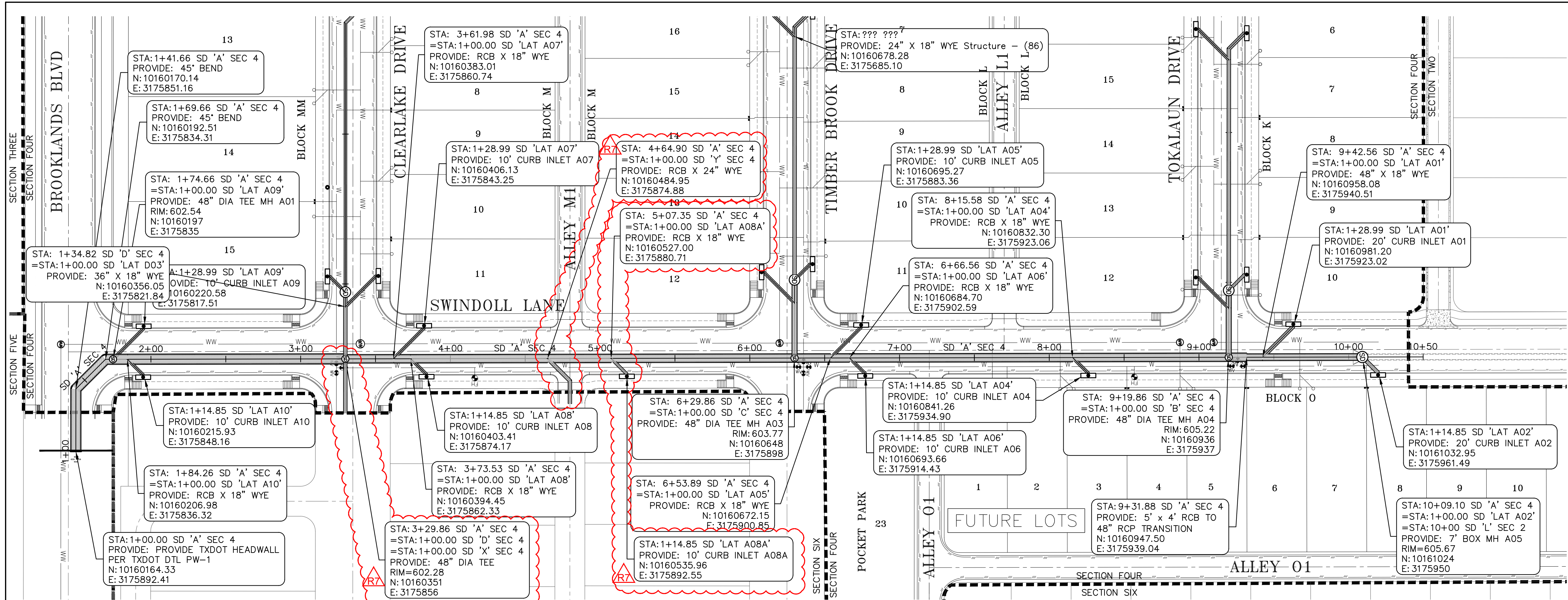
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BROOKLANDS SECTION 4

HUTTO, WILLIAMSON COUNTY, TEXAS 78634

OVERALL STORM DRAIN PLAN



PROFILE SCALE
1"=40' HORIZONTAL
1"= 4' VERTICAL

REPLACEMENT SHEET

NOTES:
1. ALL 18" RCP SHALL BE CLASS IV PIPE.

CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

811
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CITY OF HUTTO APPROVAL:

NO.	DATE	DESCRIPTION	BY
R7	6/15/21	REISSUED W/ SD 'X', SD 'Y', & SD 'LAT A08A' (RFI-007)	JTW

PROJECT NUMBER 00135-003	DATE: 6/28/2021	DESIGNED: KKE	CHECKED: JTW
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SHEET NO.
43 OF 74

1701-ENG

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STATE OF TEXAS
J. TRAVIS WILSON
97307
LICENSED PROFESSIONAL ENGINEER
6/28/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

SD 'A' PLAN & PROFILE

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY
R7	6/15/21	REISSUED W/ SD 'X', SD 'Y', & SD 'LAT A08A' (RFI-007)	JTW

PROJECT NUMBER
00135-003

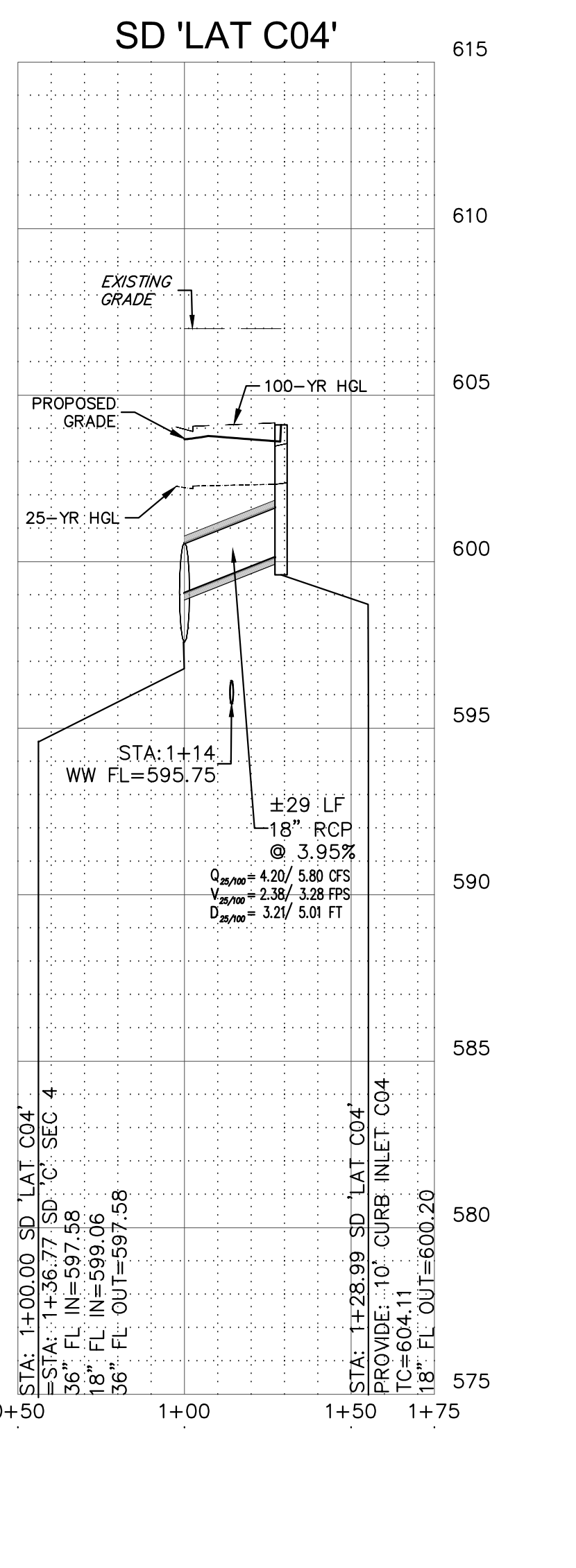
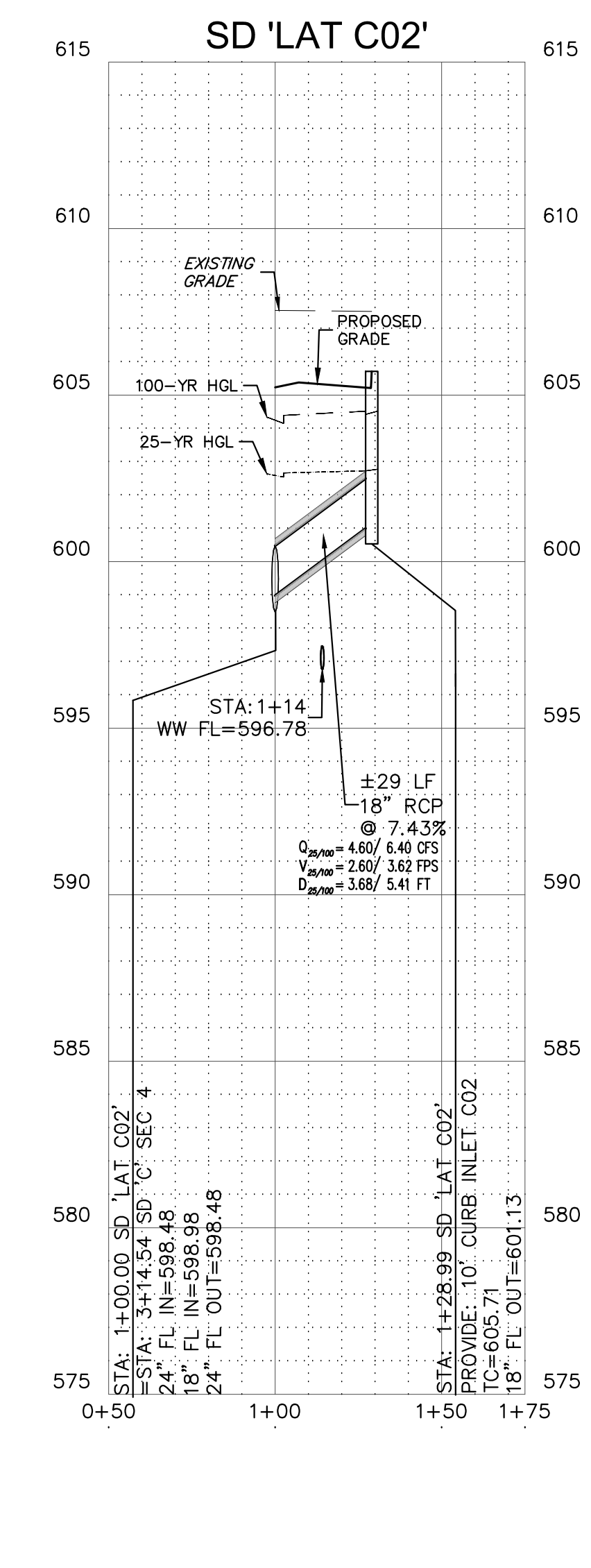
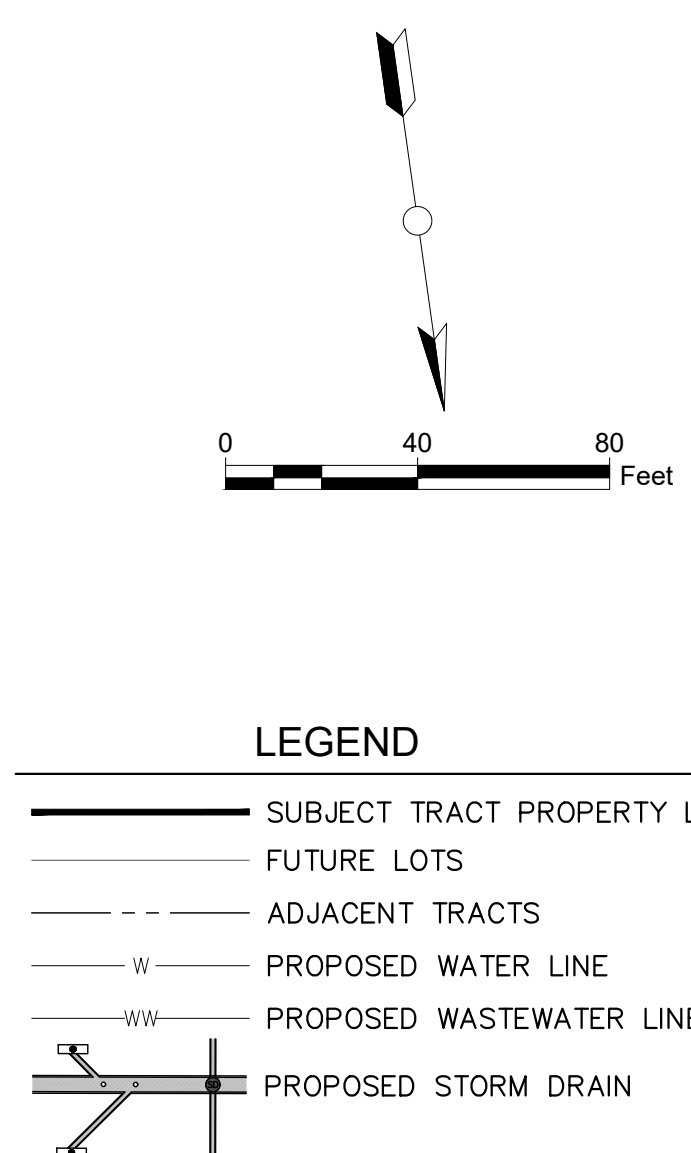
DATE:
6/28/2021

DESIGNED:
KKE

CHECKED:
JTW

SHEET NO.
43 OF 74

1701-ENG



PROFILE SCALE
 1"=40' HORIZONTAL
 1"= 4' VERTICAL

NOTES:

1. ALL 18" RCP SHALL BE CLASS IV PIPE.



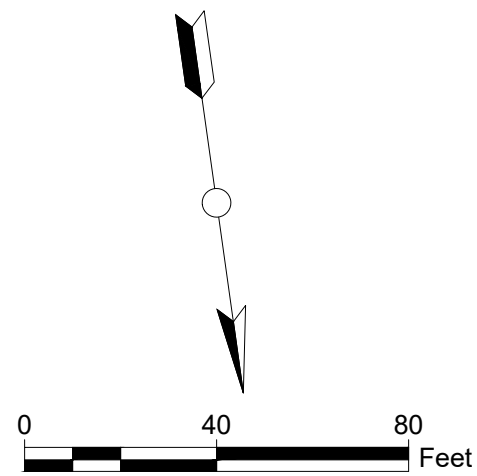
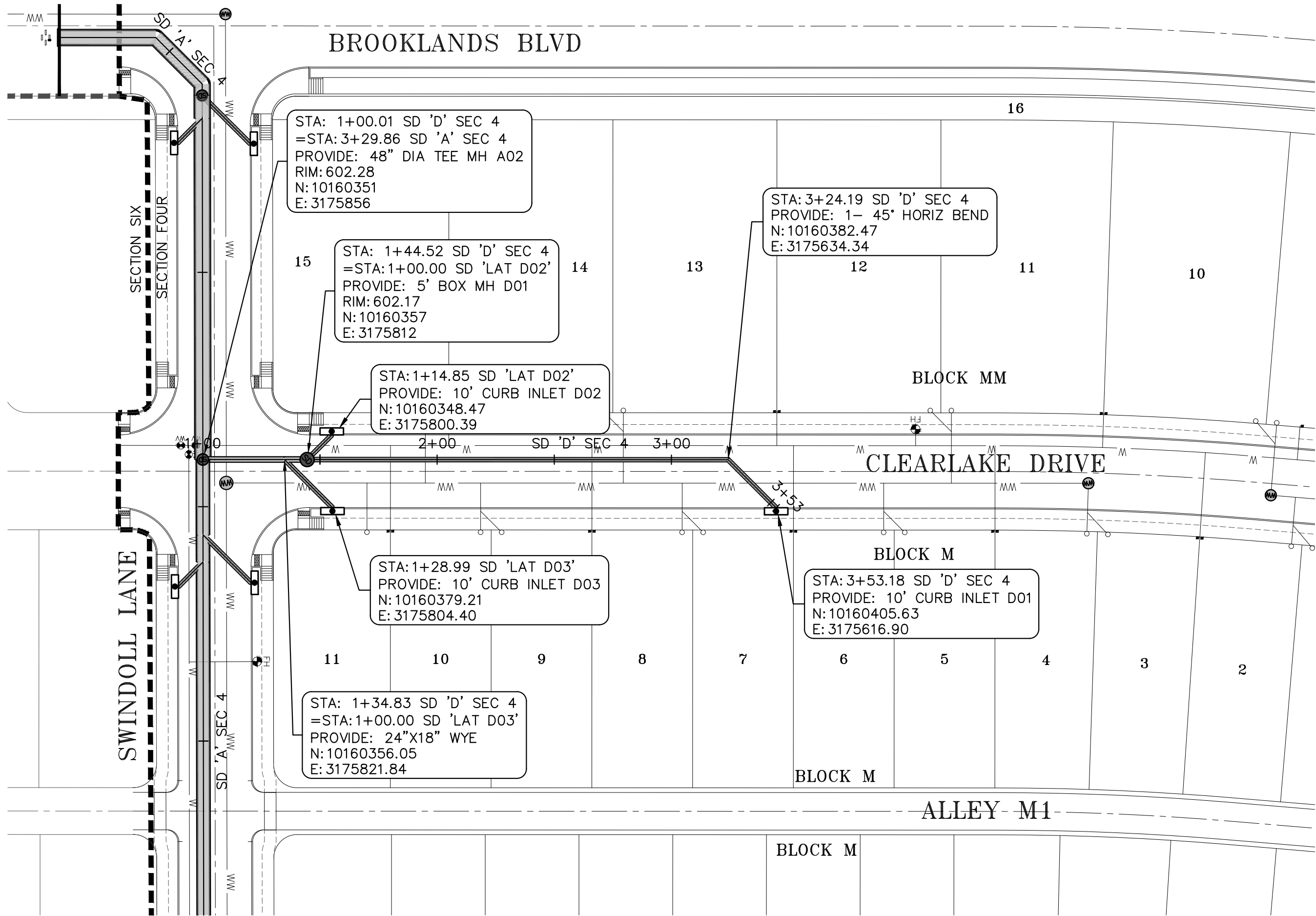
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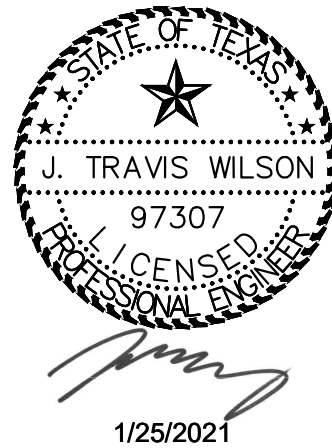
CITY OF HUTTO APPROVAL:

PROJECT NUMBER 00135-003		REVISIONS / CORRECTIONS				BROOKLANDS SECTION 4 HUTTO, WILLIAMSON COUNTY, TEXAS 78634		1/25/2021 	MillerGRAY Consulting • Engineering • Infrastructure 7320 N. MoPac Expressway, Suite 203 Austin, Texas 78731 Phone (512) 861-5300 www.miller-gray.com TBPE FIRM REG. NO. F-16302
DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW	NO.	DATE	DESCRIPTION	BY			
SHEET NO. 46 OF 73			1701-ENG						



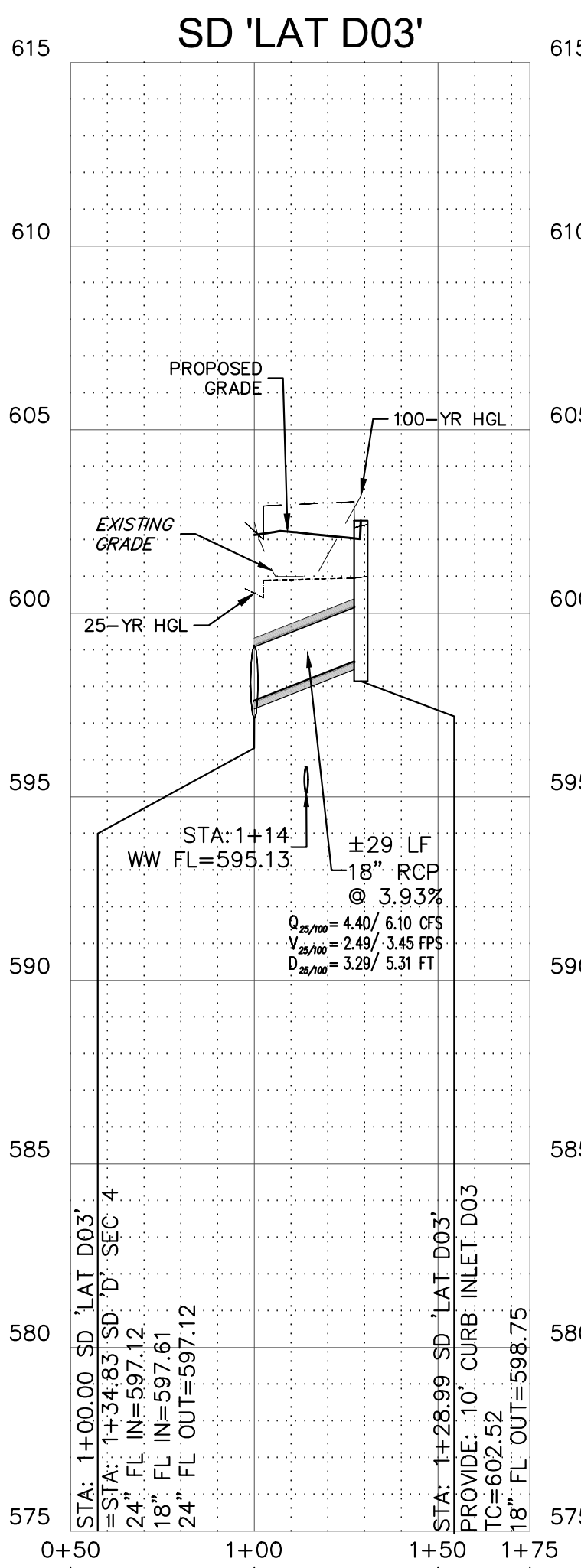
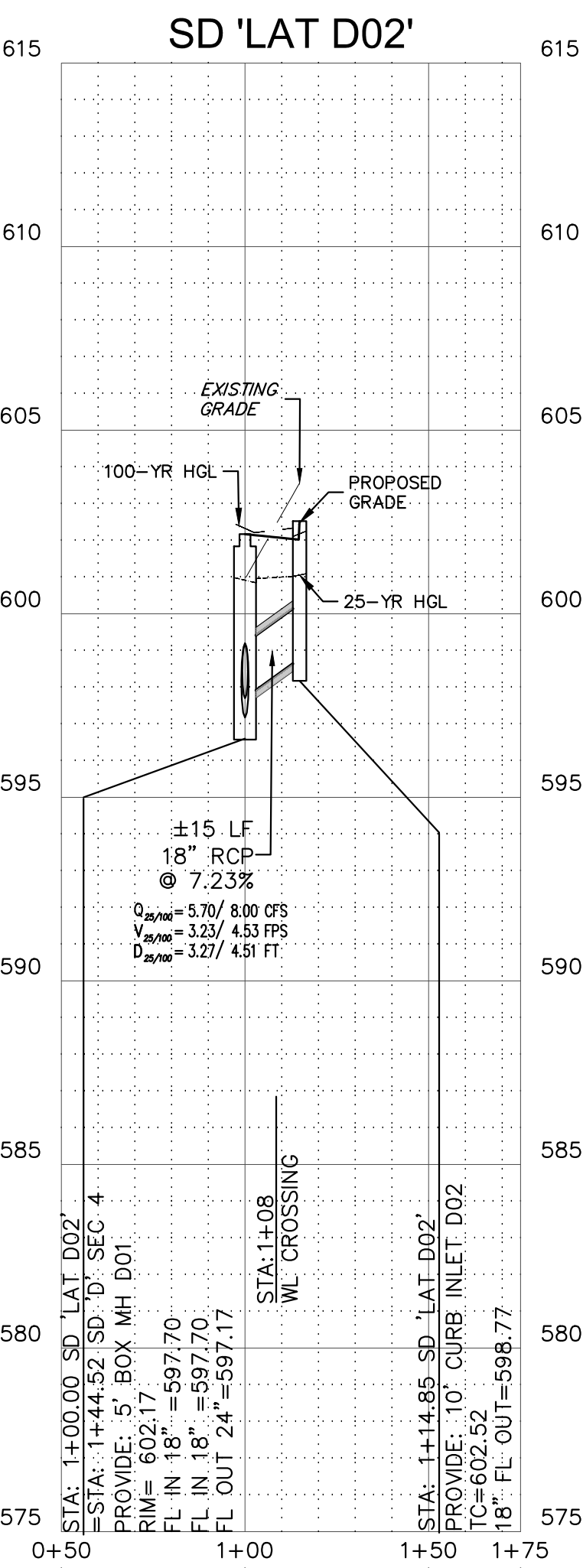
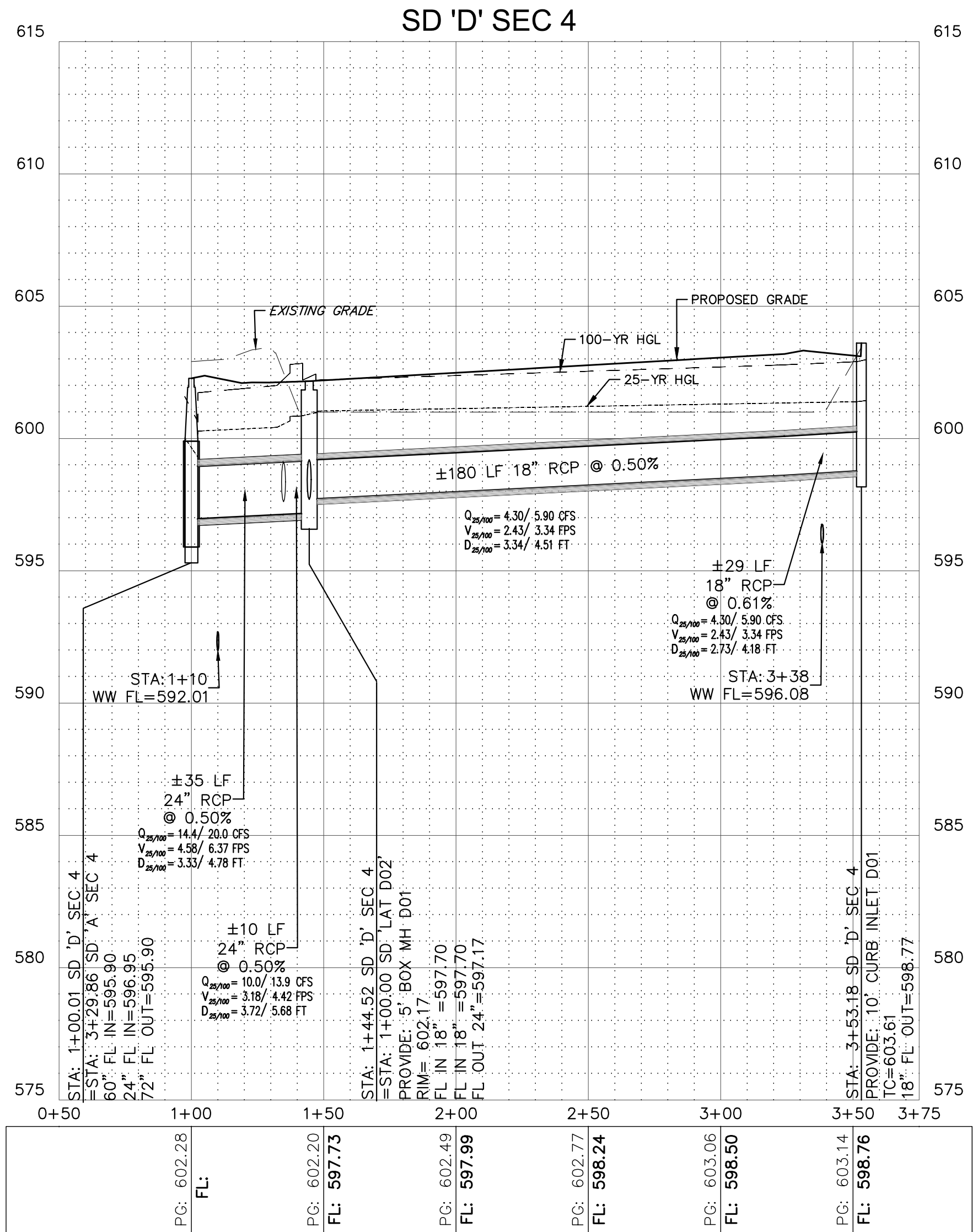
- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORM DRAIN

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

**SD 'D' PLAN & PROFILE AND
SD 'D' LATERALS**



PROFILE SCALE
1"=40' HORIZONTAL
1"= 4' VERTICAL

NOTES:
1. ALL 18" RCP SHALL BE CLASS IV PIPE.



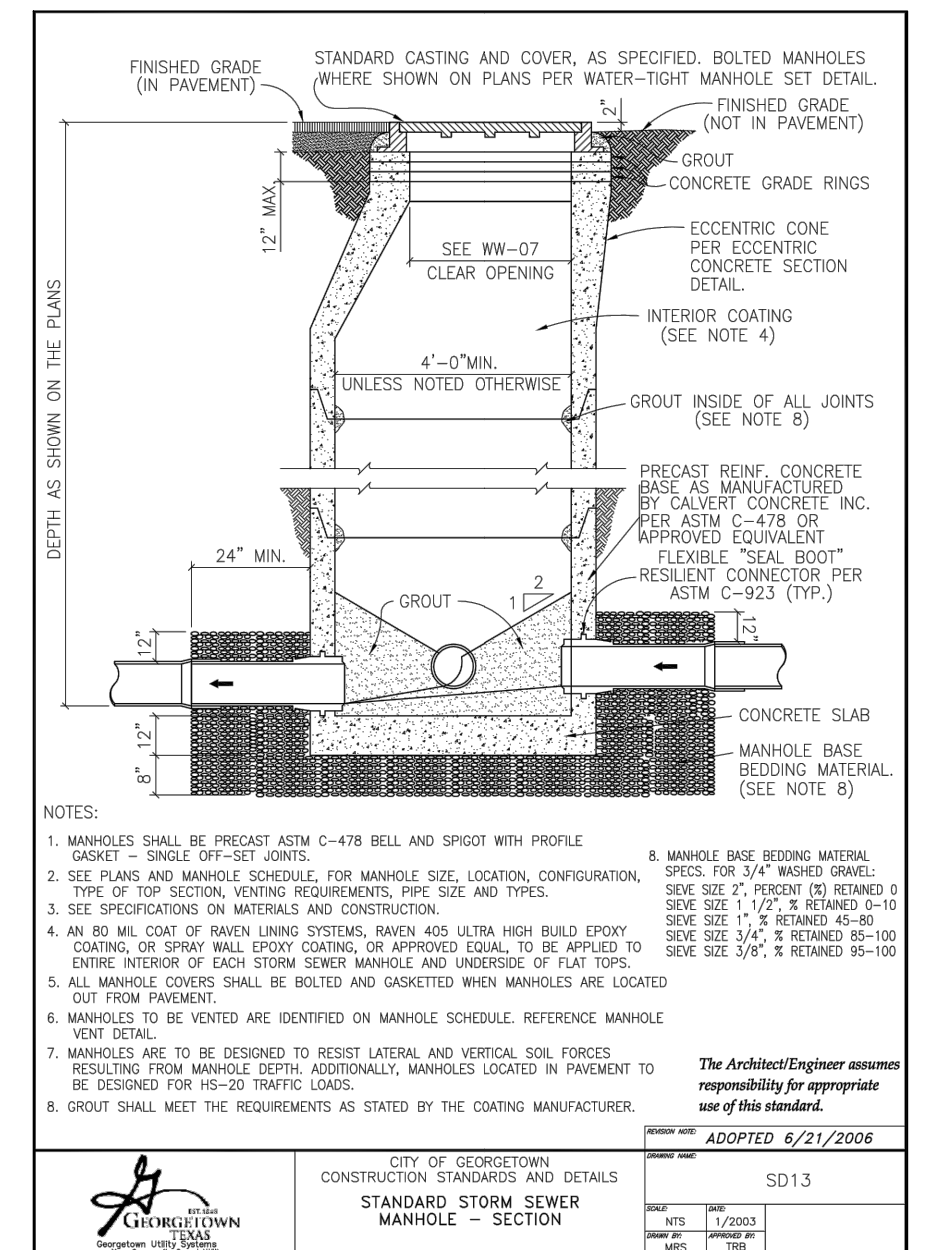
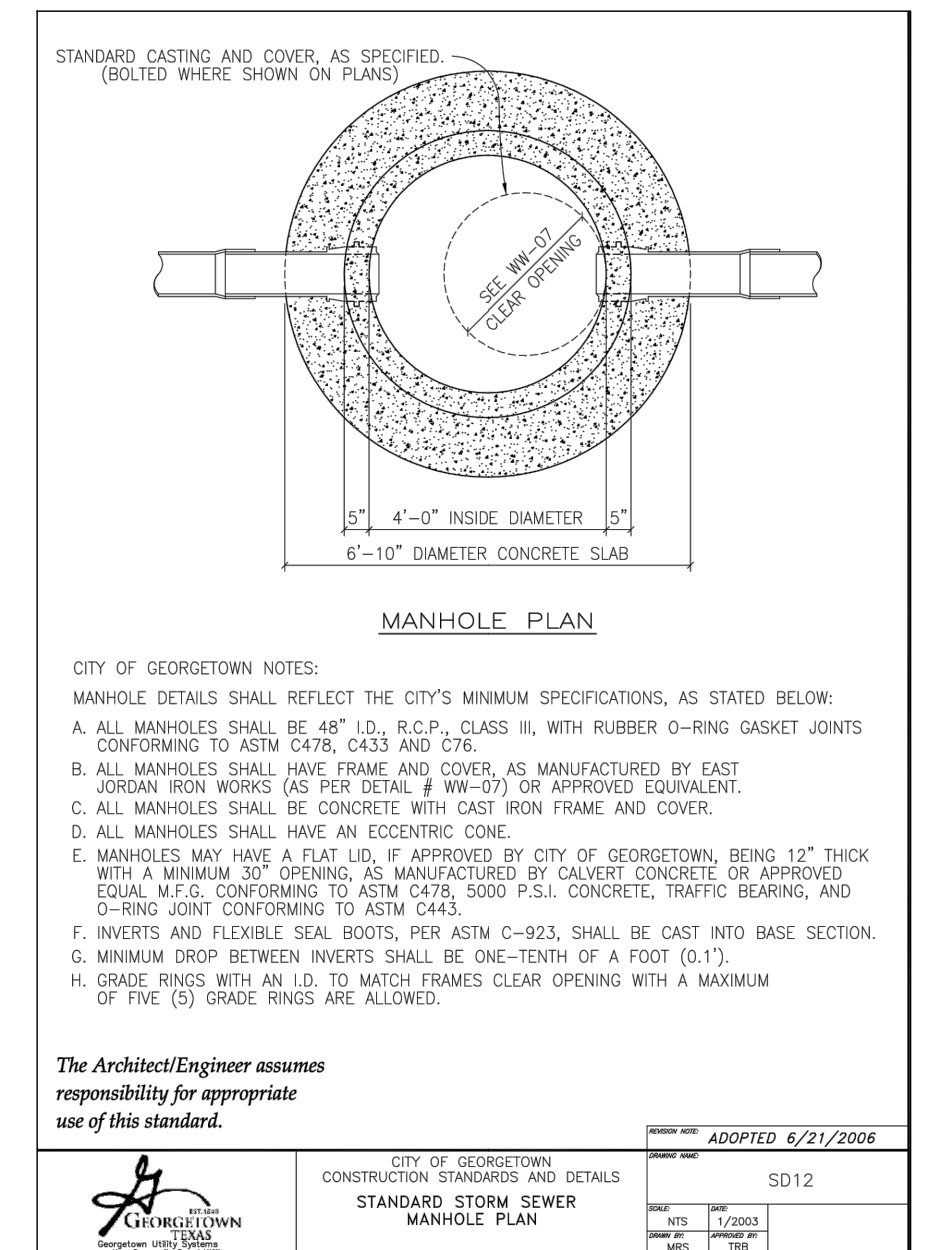
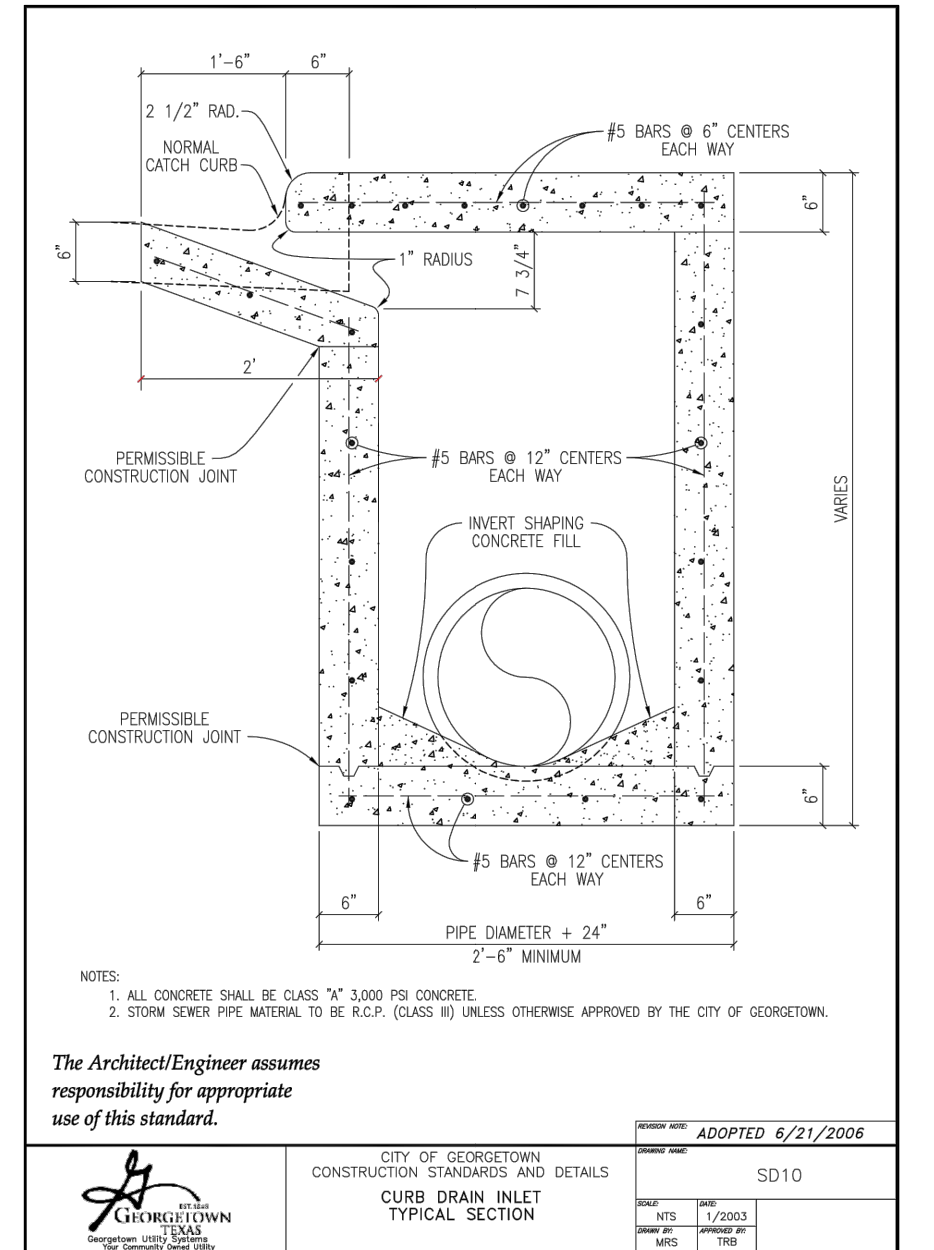
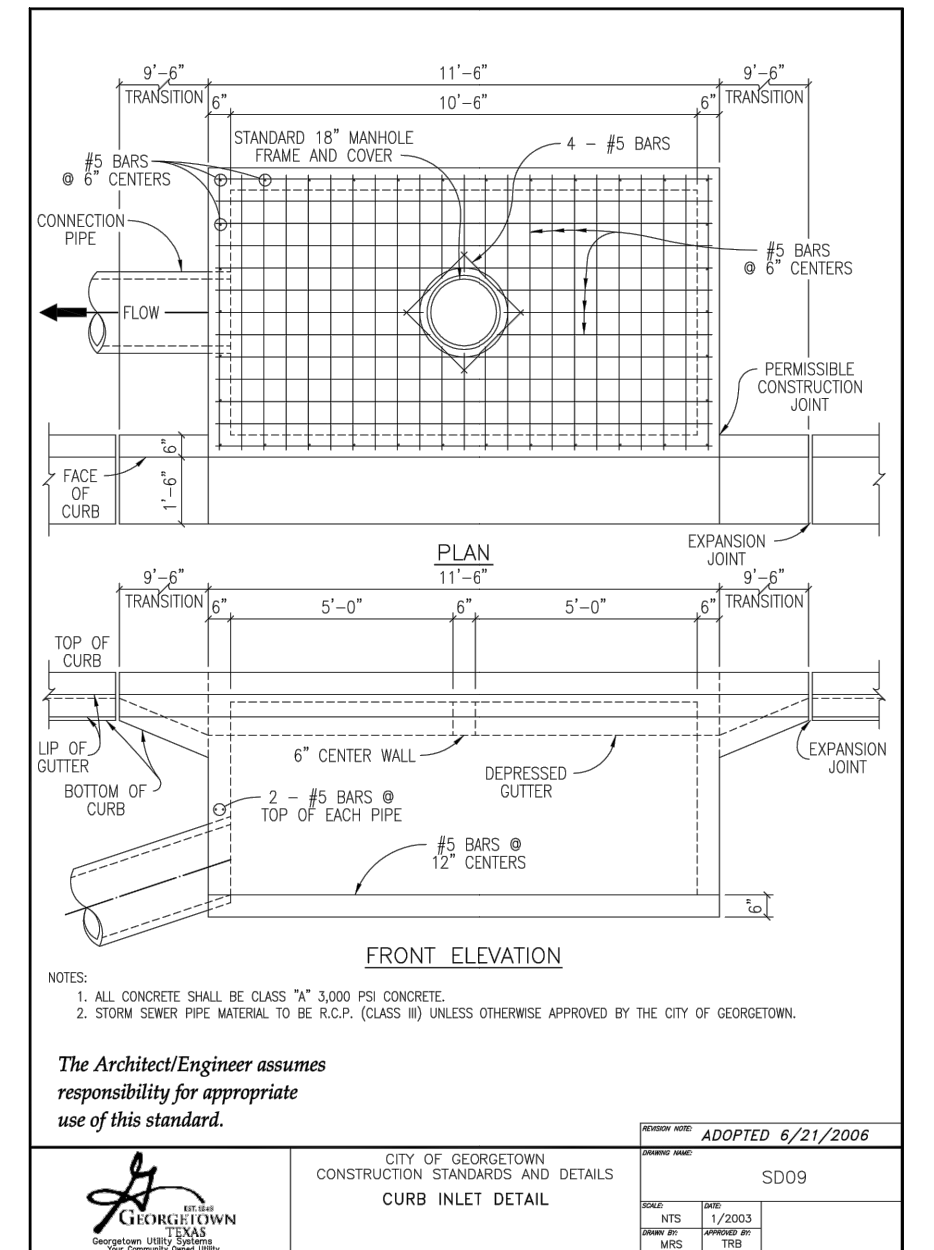
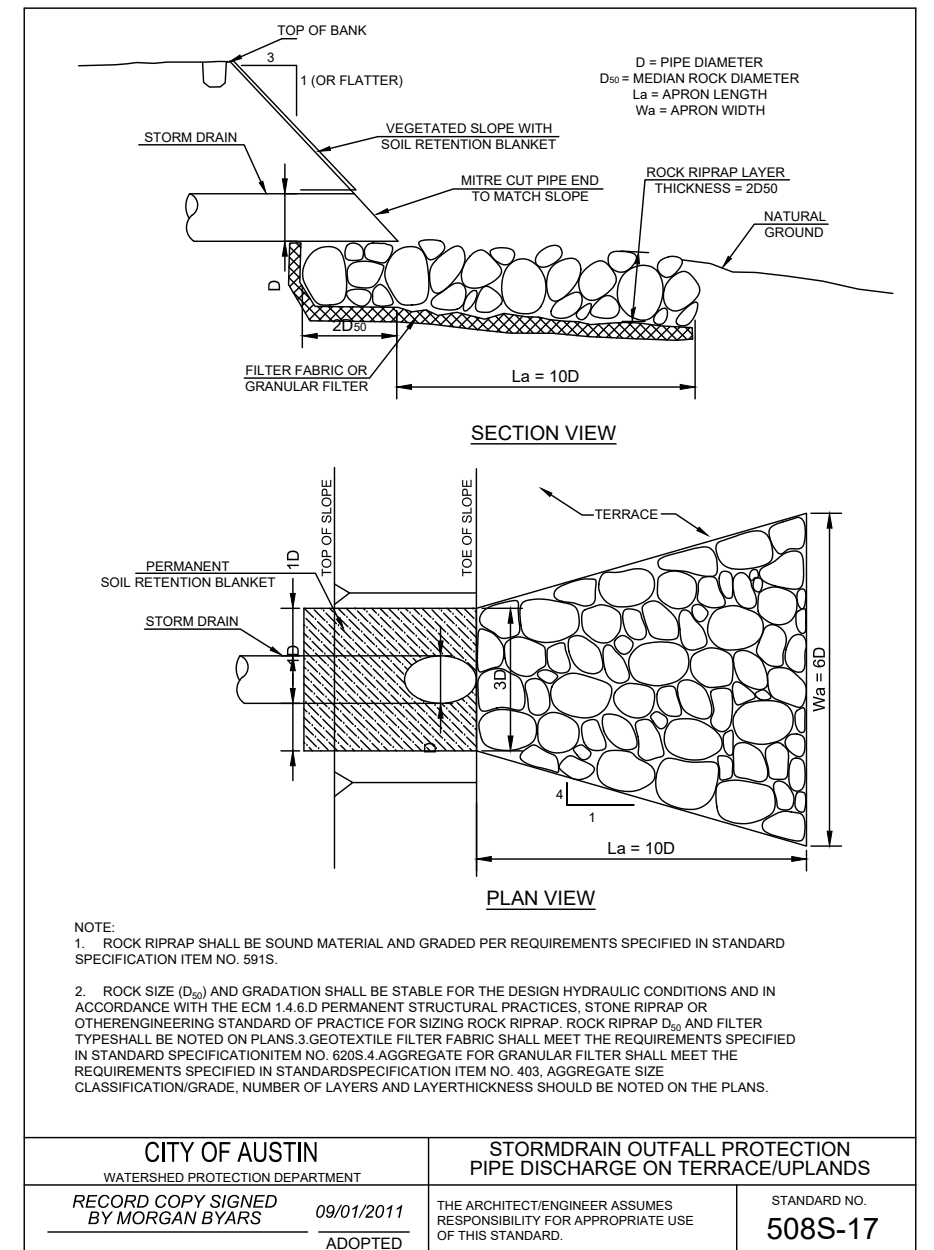
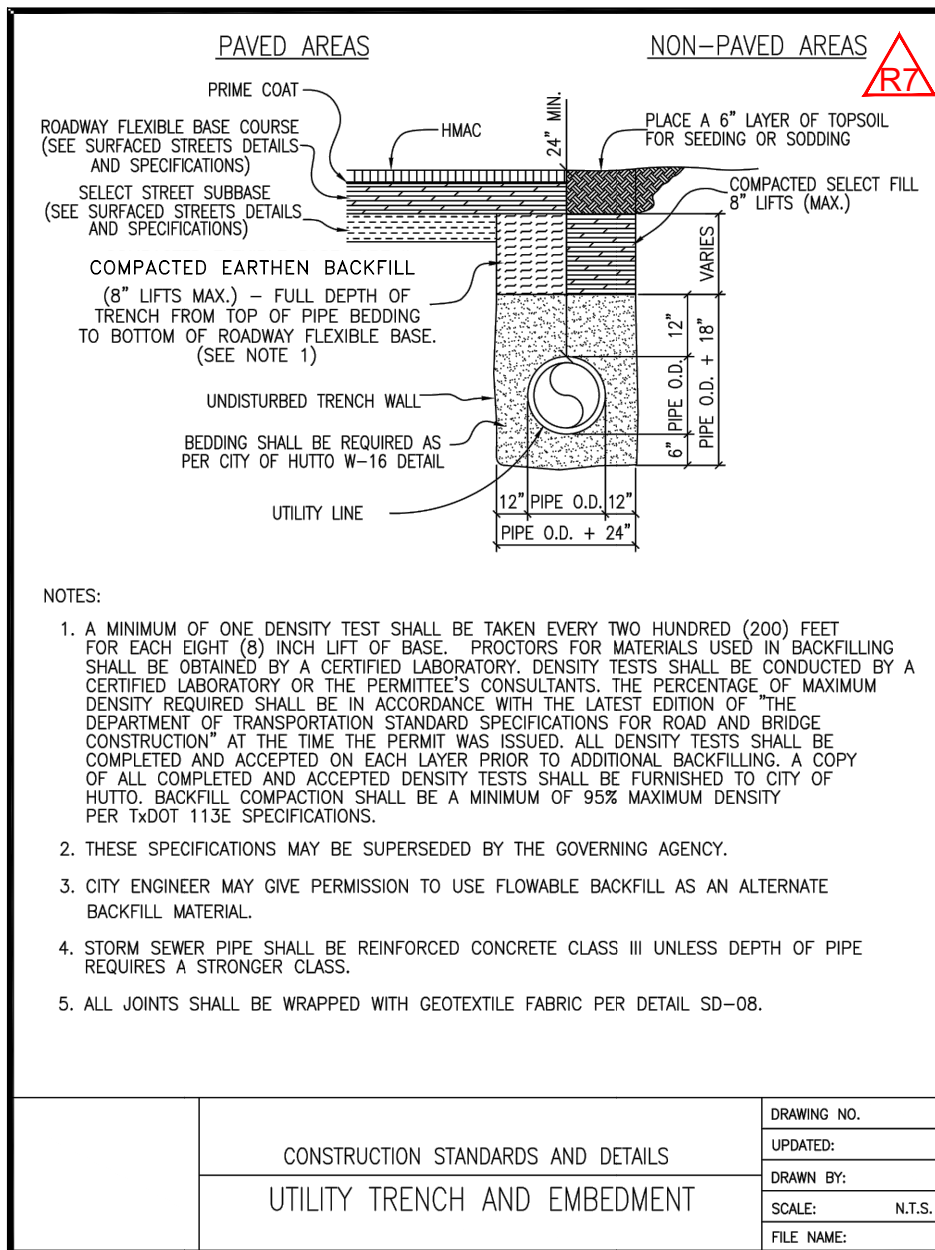
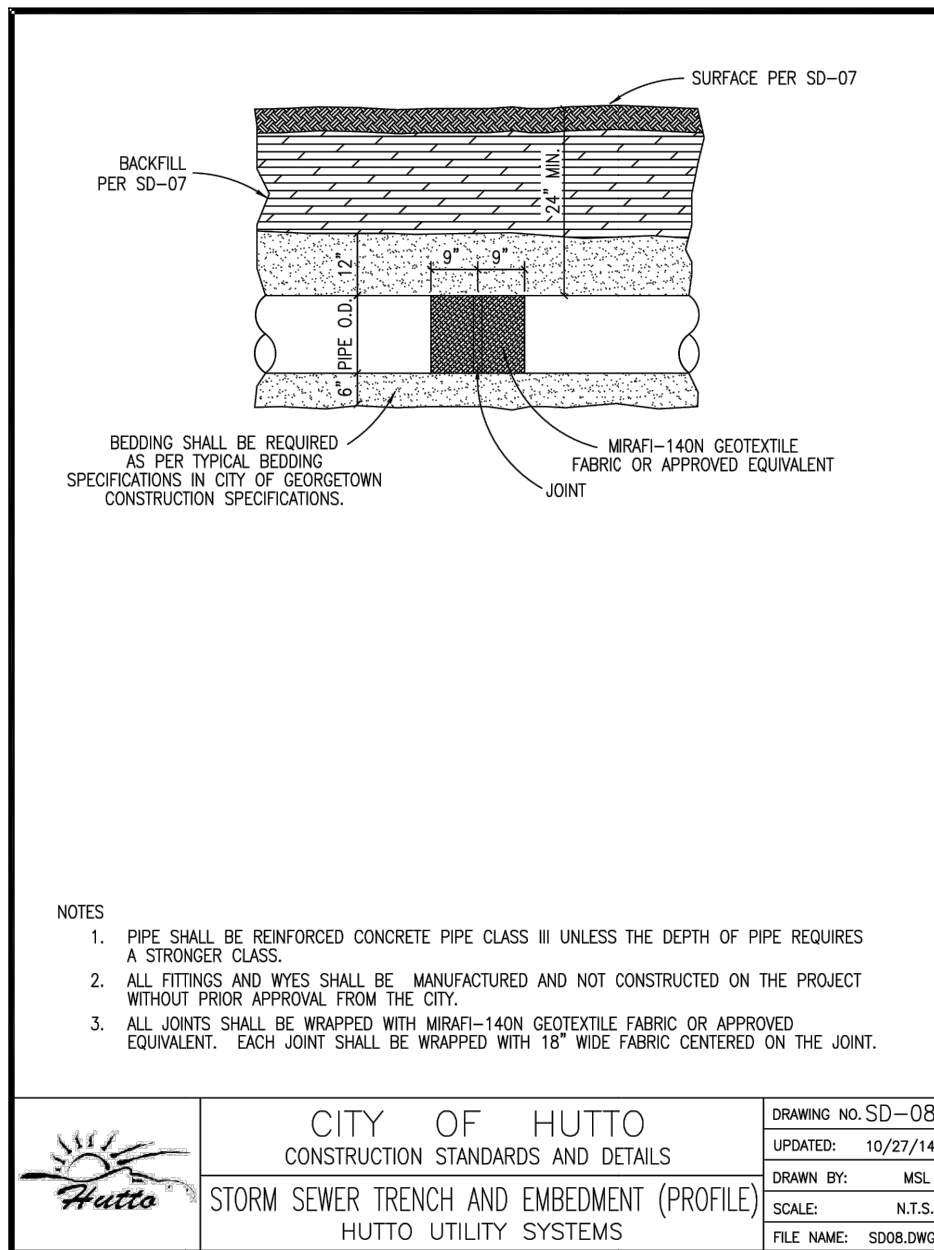
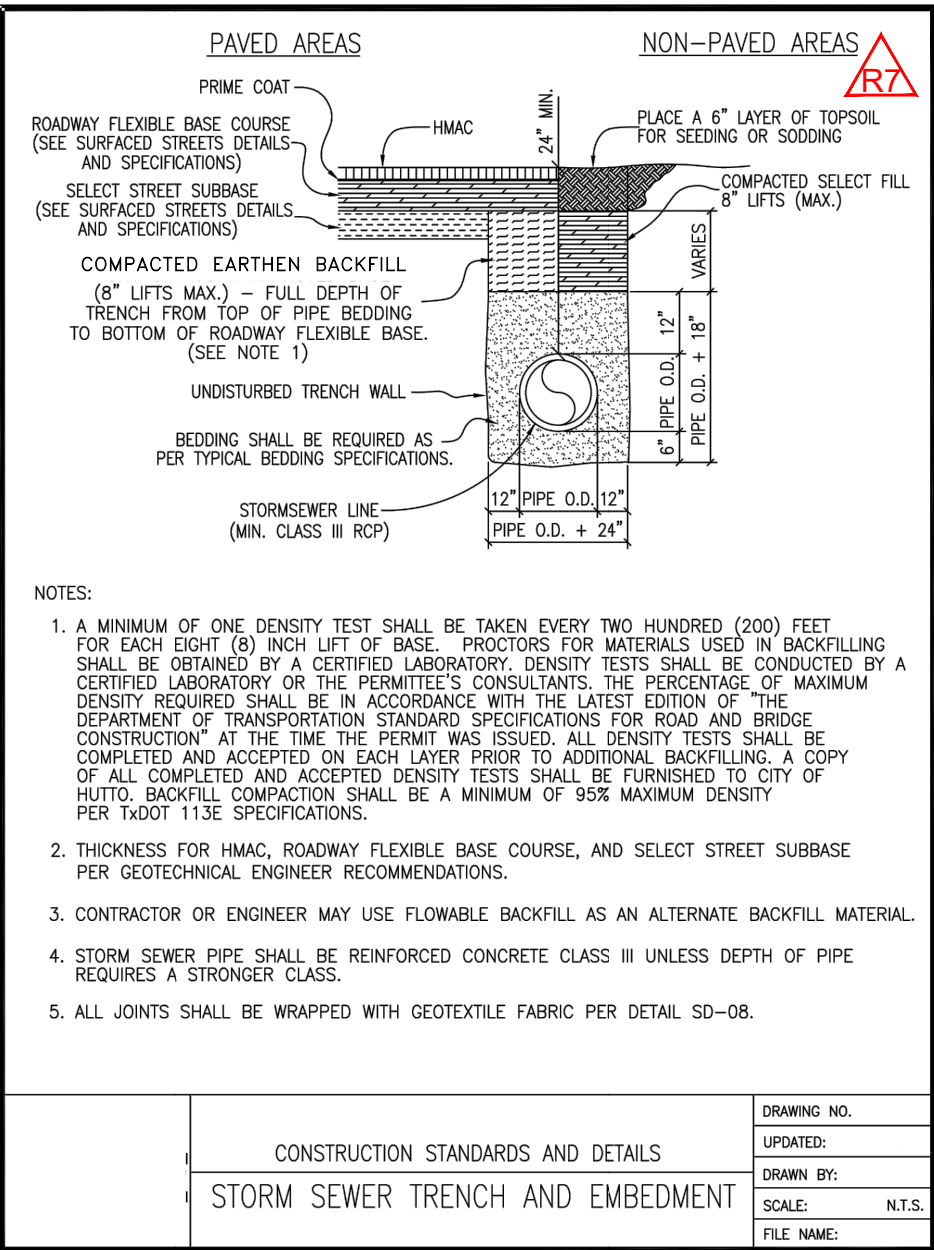
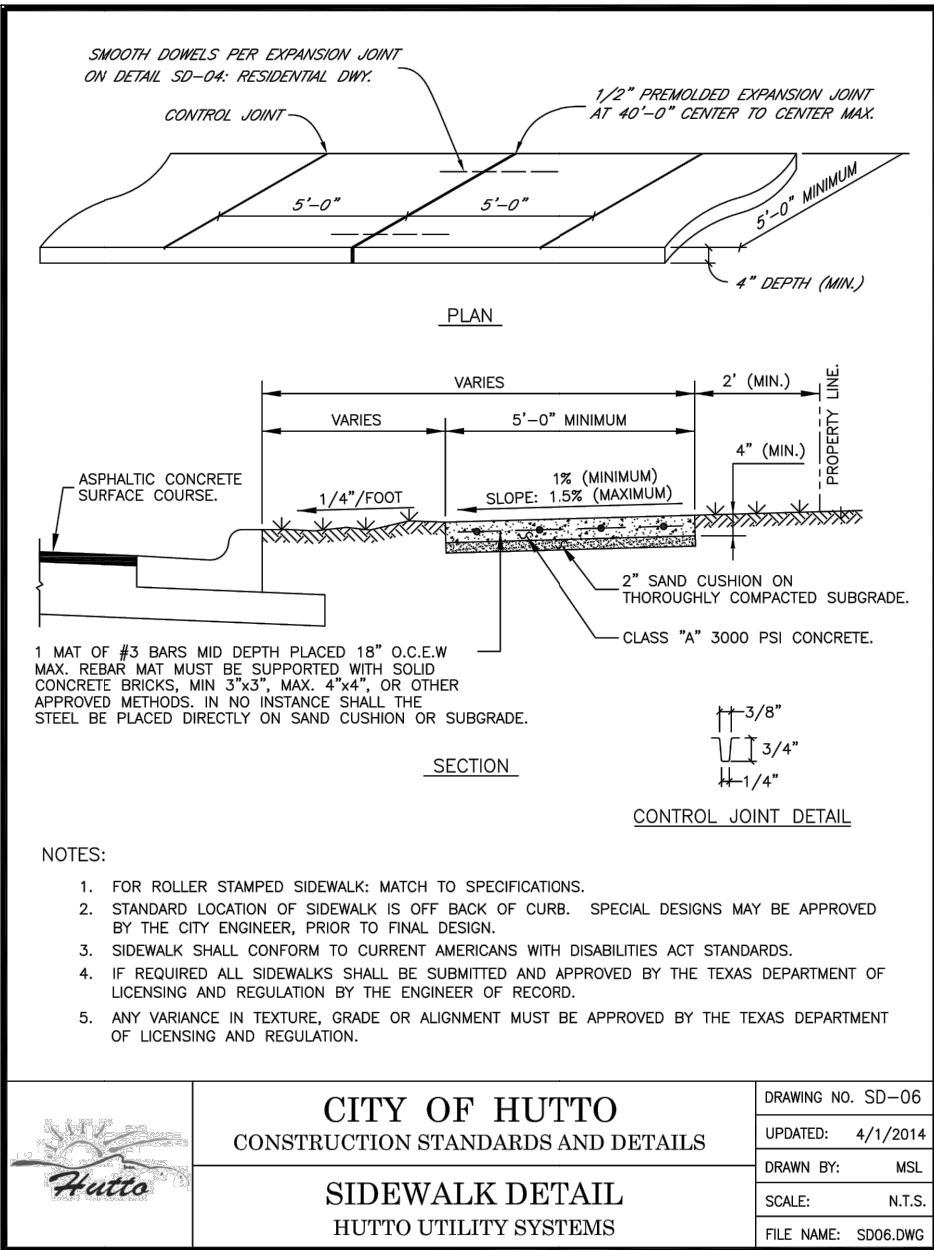
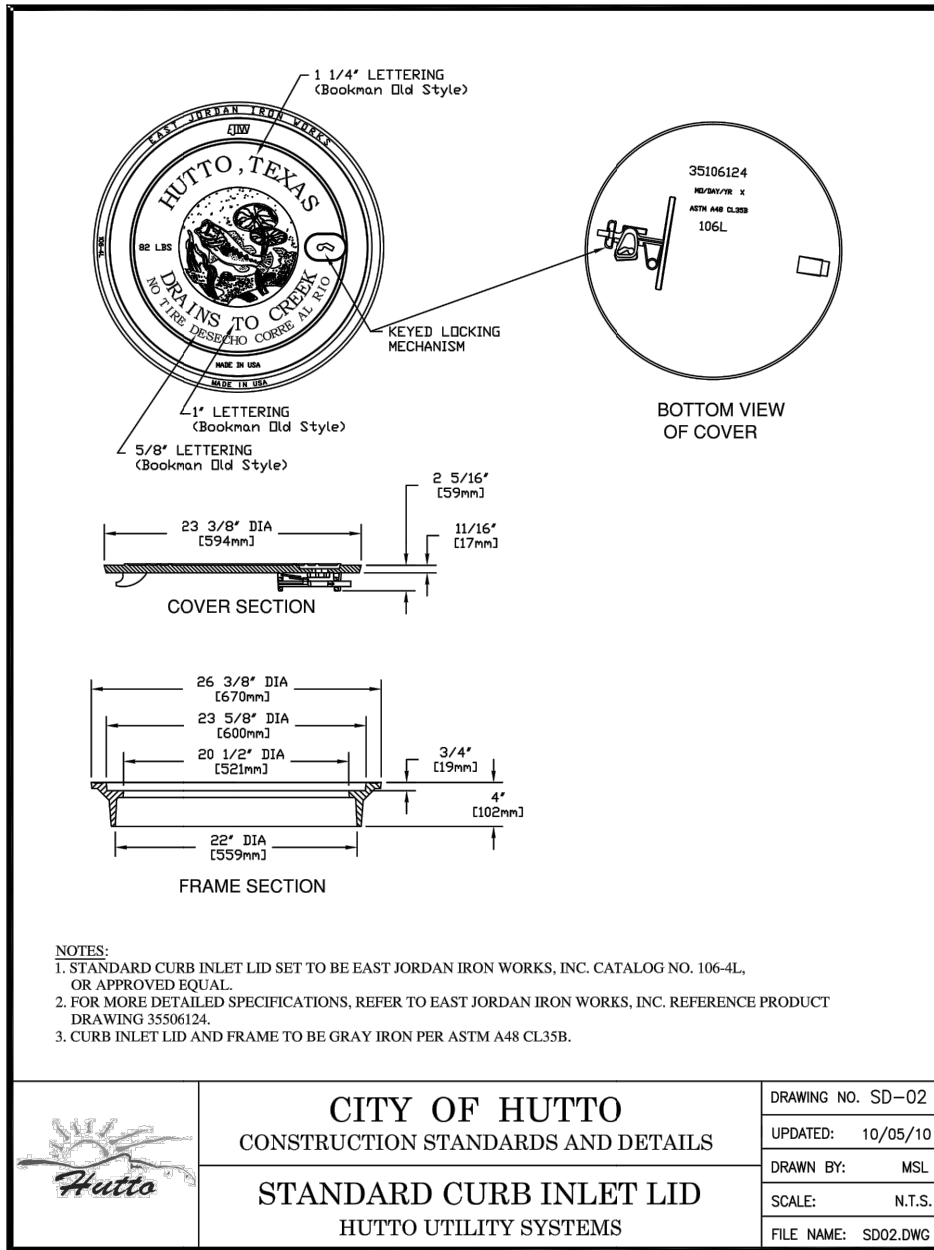
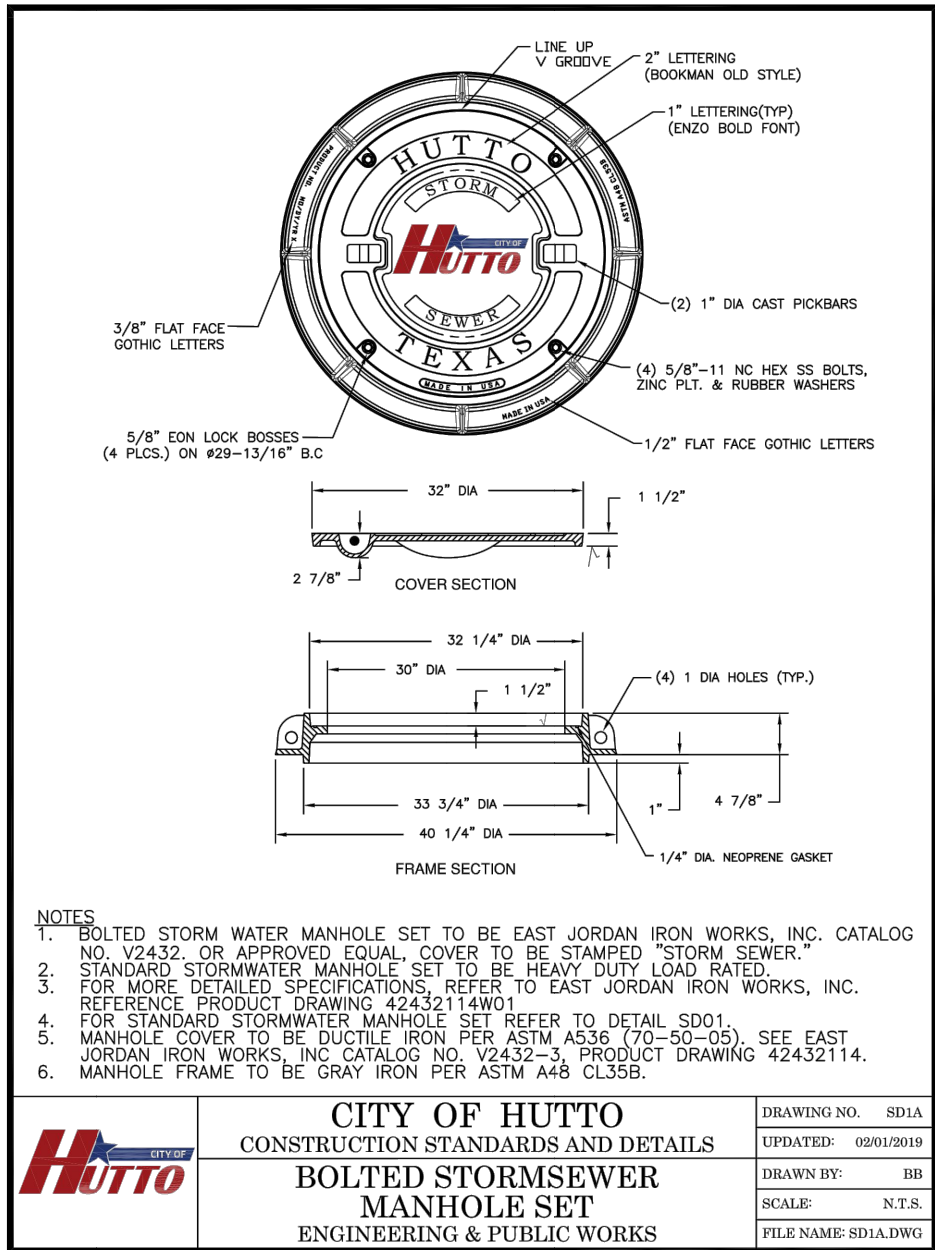
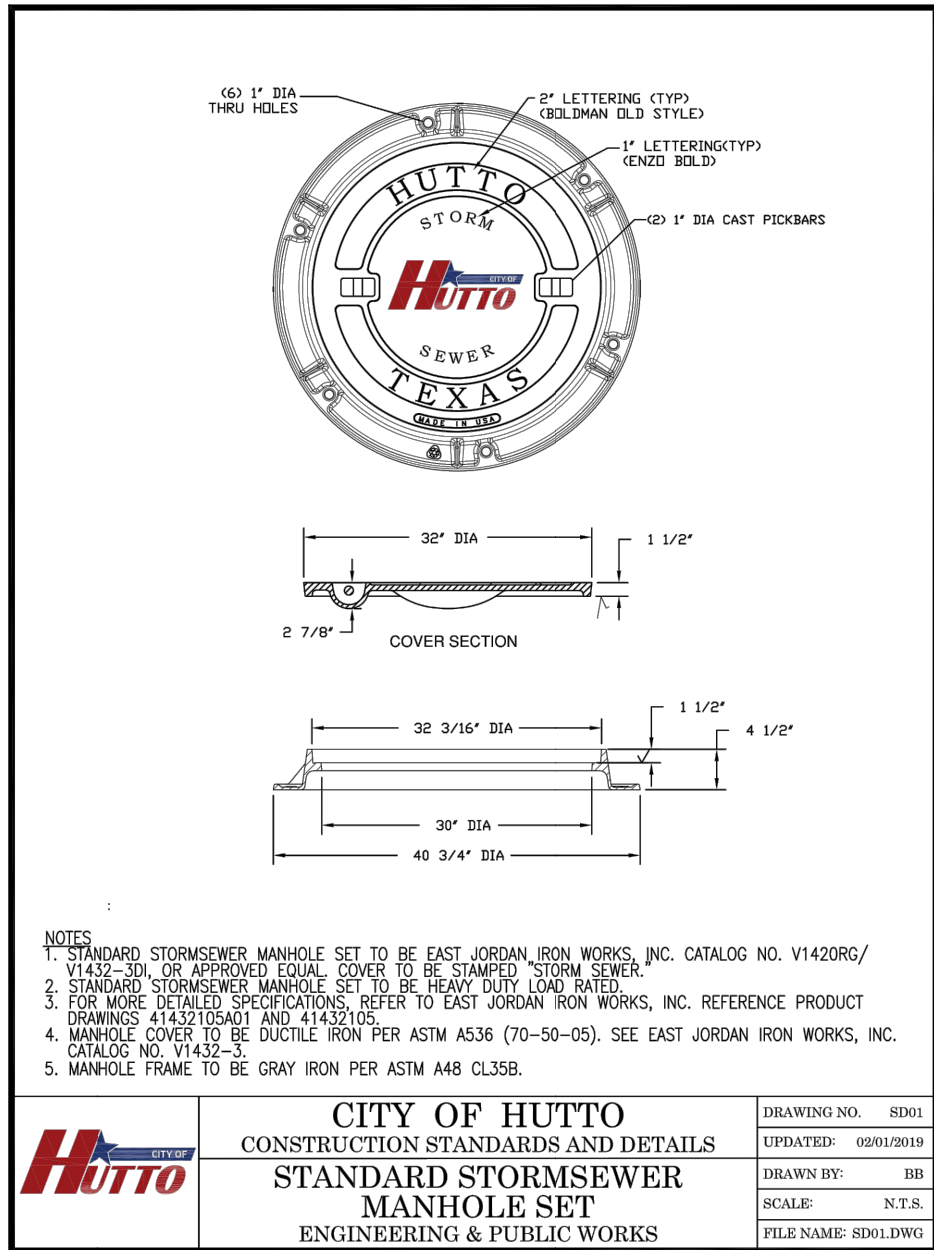
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DISCREPANCIES.

CITY OF HUTTO APPROVAL:

REVISIONS/CORRECTIONS		BY	
		NO.	DATE
DESCRIPTION			

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTJW
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SHEET NO.
47 OF 73
1701-ENG



REPLACEMENT SHEET

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CITY OF HUTTO APPROVAL:

PROJECT NUMBER: 00135-003
DATE: 6/28/2021
DESIGNED: KKE
CHECKED: JTW

SHEET NO. 48 OF 74
1701-ENG

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97307
6/28/2021

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HUTTO, WILLIAMSON COUNTY, TEXAS 78634

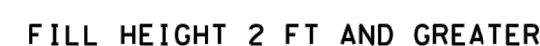
STORM DRAIN DETAILS 1 OF 2

NO.	DATE	DESCRIPTION	BY
R7	6/16/21	REISSUED W/ UPDATED DETAILS (R6-007)	JTW

REVISIONS/CORRECTIONS	PROJECT NUMBER
00135-003	00135-003

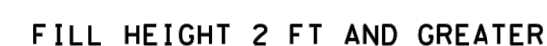
① For Box Length = 8'-0" ⑤ These designs were created by TxDOT and are not shown in the ASTM Specifications.

② A₅₁ thru A₅₄, A₅₇ and A₅₈ are minimum required areas of reinforcement per linear foot of box length. A₅₆ and A₅₅ are minimum required areas of reinforcement per linear foot of box width.



GENERAL NOTES:
 Designs shown conform to ASTM C1577.
 Refer to ASTM C1577 for information or details not shown.
 All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.
 See SPC-MD standard sheet for miscellaneous details and notes not shown.
 In lieu of furnishing the designs shown on this contract, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structural Members (Fabrication)".

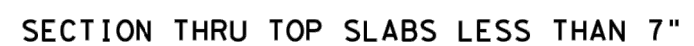
- ① For Box Length = 8'-0"
- ② A51 thru A54, A57 and A58 are minimum required areas of reinforcement per linear foot of box length. A56 and A55 are minimum required areas of reinforcement per linear foot of box width.



GENERAL NOTES:
 Designs shown conform to ASTM C1577.
 Refer to ASTM C1577 for information or details not shown.
 All concrete shall be Class "H" Concrete with minimum compressive strength of 5,000 psi.
 See SCP-MD standard sheet for miscellaneous details and notes not shown.
 In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item 1.04, Precast Concrete Structural Members (Fabrication).

File: scp05sts.dgn		DR: GAF	CC: LMB	DR: BWM/TxDST	CC: GAF
©TxDST	February 2010	CONT	SECT	JOB	ALCHBRW
PPT1505AS					

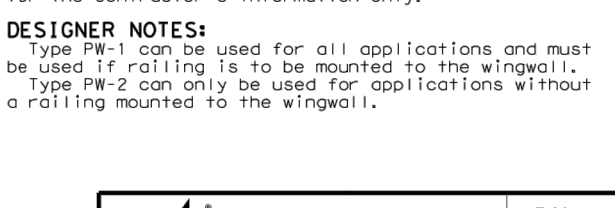
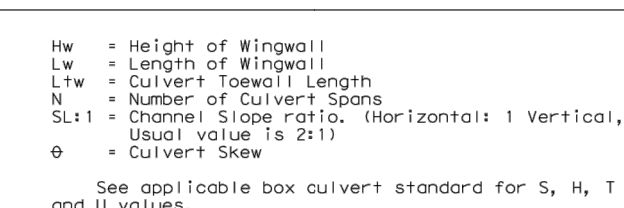
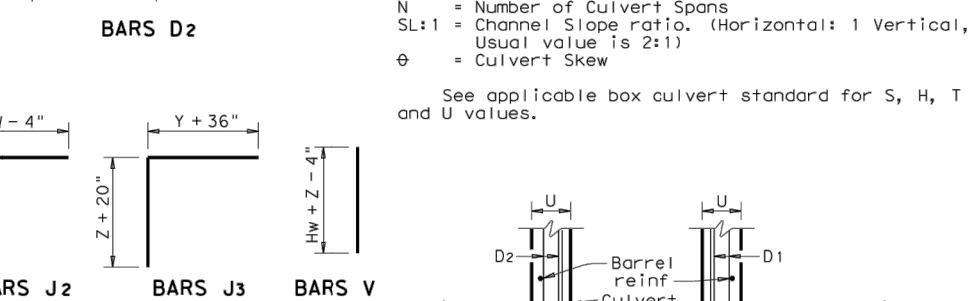
SCP-6				
FILE: scp06scs.dgs	DN: GAF	CC: LAW	DN: BWV/TxDOT	CC: GAF
©TxDOT February 2010	CONT	SECT	JOB	NUMBRAY
REVISED				



- GENERAL NOTES:**
Designed according to AASHTO LRFD Specifications.
All closure concrete shall be Class "C" with minimum compressive strength of 3600 psi and shall be placed according to the Item, "Concrete Substructures".
Any additional concrete required for the closures shall be considered as subsidiary to the Closure Box Culvert.
Refer to the Single Box Culverts Precast standard for details not shown.
The bottom edge of the top slab closure shall be chamfered 3 inches at the entrance.

SCP-MD				
File: scpmds.dgn	Dir: SAF	Cc: LMB	Dr: BHM/TJ/DST	Cc: SAF
©xDT February 2010	CONF	RECY	JOB	ARCHIVE

BARS J₁ **BAR J₂**



PW				
FILE: pwsside01.sgn	DN: GAF	CC: CAT	DN: TxDOT	CC: GAF
©TxDOT February 2010	CONT	SRCT	JOB	MEMBER

CAUTION!

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CITY OF HUTTO APPROVAL:

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

STORM DRAIN DETAILS 2 OF 2

SHEET NO. 49 OF 73	PROJECT NUMBER 00135-003			REVISIONS/CORRECTIONS		
				NO.	DATE	DESCRIPTION
	DATE: 1/25/2021					
	DESIGNED: KKE					
	CHECKED: JTW					
1701-ENG						

Sanitary Sewer (SS) layout plan for Block B, showing the alignment of the sewer line along Clearlake Drive and Alley B1. The plan includes stationing, block names (Block B, Block MM), and street names (Wind Elm Drive, Clearlake Drive, Brooklands Boulevard, Swindoll Lane). It also shows various sewer structures like manholes (MH), catch basins (CB), and valves (V).

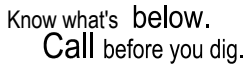
Key features and callouts:

- Block B** (top center)
- Alley B1** (top center)
- Wind Elm Drive** (left side)
- Clearlake Drive** (center)
- Block MM** (bottom center)
- Brooklands Boulevard** (bottom center)
- Swindoll Lane** (right side)
- Section One** (left side)
- Section Four** (left side)
- Future Section** (right side)
- Stationing:** STA: 22+84.93 WL 'B' SEC 4, STA: 23+20.05 WL 'B' SEC 4, STA: 24+31.84 WL 'B' SEC 4, STA: 24+66.99 WL 'B' SEC 4, STA: 27+71.26 WL 'B' SEC 4, STA: 28+07.33 WL 'B' SEC 4.
- Structures:** MH, CB, V, SD, WW, W, W-16.
- Callouts:**
 - CONNECT TO EXIST 8" PVC SEC 1 WL
 - PROVIDE: 1-8" X 8" TEE
 - 2-8" GATE VALVE WL 'B'
 - PLUG FOR FUTURE CONNECTION
 - END OF WL 'B' SEC 04
 - IN LIEU OF PIPE ENCASEMENT PER NOTE 8, USE COH TRENCH CAP DETAIL W-16 UNDER PROP SD. EXTEND CONC CAP PAST SD EXTENT TO NEAREST BEND OR APPURTENANCE (MAX 5')

WL 'B' SEC 4			
Number	Radius	Length	Line/Chord Direction
C3	1346.00	111.79	S79° 36' 00.62"E

	SUBJECT TRACT PROPERTY LINE
	FUTURE LOTS
	ADJACENT TRACTS
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED STORMDRAIN LINE
	PROPOSED STORMDRAIN MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED WASTEWATER MANHOLE
	PROPOSED DOUBLE SERVICE CONNECTION
	PROPOSED SINGLE SERVICE CONNECTION

1. ALL ITEMS ARE TO BE FURNISHED & INSTALLED BY CONTRACTOR. REFERENCE CONSTRUCTION DETAILS SHEETS FOR ADDITIONAL INFORMATION.
2. ALL WATER LINES SHALL BE CONSTRUCTED WITH C900 DR-14 PIPE.
3. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON.
4. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE FIRE HYDRANT, 6" DUCTILE IRON LEAD, 8" X 6" TEE, 6" GATE VALVE, AND ALL OTHER ASSOCIATED APPURTENANCES.
5. PRESSURE REDUCING VALVES WILL BE REQUIRED ON ALL LOTS WITH STATIC PRESSURE GREATER THAN 80 PSI. VALVES WILL BE ON PROPERTY OWNERS SIDE OF THE WATER METER.
6. TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
7. ALL JOINTS SHALL BE RESTRAINED.
8. ALL WATERLINES CROSSING BELOW 36-INCH AND LARGER STORM SEWER PIPE OR BOX CULVERT SHALL BE STEEL ENCASED PER DETAIL W-14. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
9. CONTRACTOR SHALL MAINTAIN 3-FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN ALL WATER AND STORM SEWER LINES.
10. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
11. CAUTION: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
12. PER TAC, PART 1 CHP 290, SUBCHAPTER D, RULE 290.44: WHERE A NEW POTABLE WATERLINE CROSSES ABOVE A WATERLINE MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND MUST BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. WHEN CROSSING AN EXISTING WASTEWATER MAIN OR LATERAL AND IT IS DISTURBED OR SHOWS SIGNS OF LEAKING, THE WASTEWATER MAIN OR LATERAL SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 160 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.
13. WHERE WATERLINE CROSSING UNDER WASTEWATER LINES, THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT MINIMUM LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE PER TAC, PART 1, CHP290, SUBCHAPTER D, RULE 290.44 AND CITY OF HUTTO DETAIL W-14.



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DISCREPANCIES.

WL 'C' SEC 4			
Number	Radius	Length	Line/Chord Direction
C2	1034.00	85.72	S79° 36' 16.38"E

[illegible]

WL 'C' SEC 4			
Number	Radius	Length	Line/Chord Direction
C2	1034.00	85.72	S79° 36' 16.38"E

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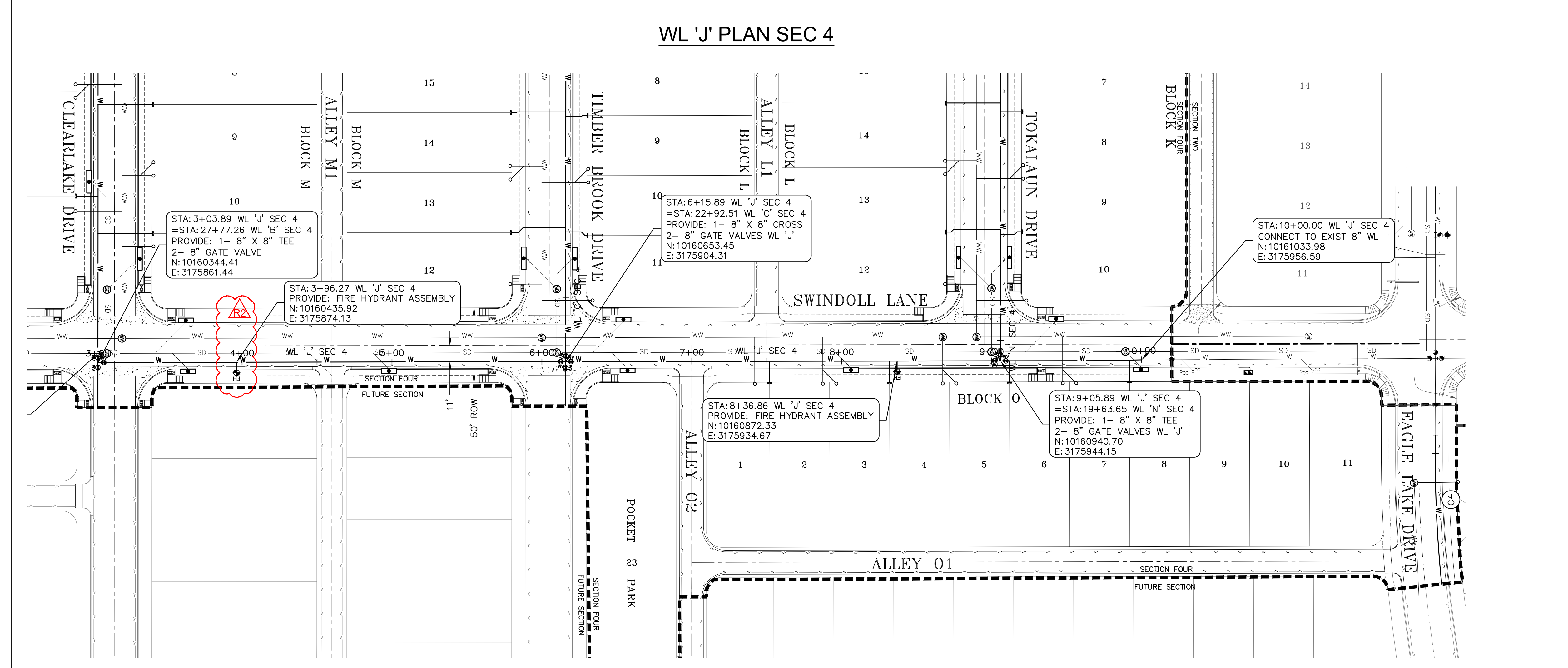


6/8/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WL 'B' & WL 'C' PLAN

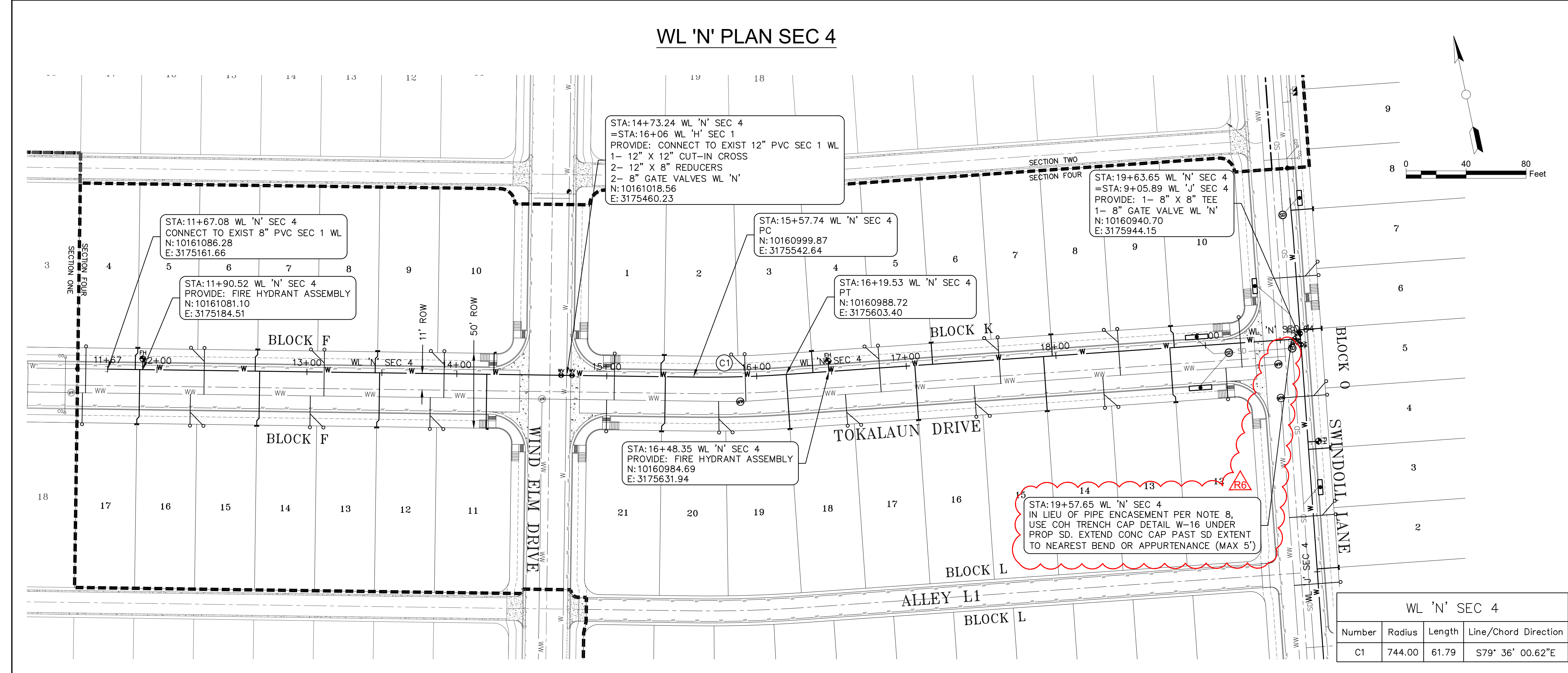
PROJECT NUMBER 00135-003	REVISONS/CORRECTIONS			
	NO.	DATE	DESCRIPTION	BY
DATE: 6/8/2021	R6	6/08/21	REISSUED W/ NEW WL CROSSING CALLOUTS (RT-006)	JTW
DESIGNED: KKE				
CHECKED: JTW				



- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WATER LINE
 - PROPOSED WASTEWATER LINE
 - PROPOSED STORMDRAIN LINE
 - PROPOSED STORMDRAIN MANHOLE
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPOSED WASTEWATER MANHOLE
 - PROPOSED DOUBLE SERVICE CONNECTION
 - PROPOSED SINGLE SERVICE CONNECTION

NOTES:

- ALL ITEMS ARE TO BE FURNISHED & INSTALLED BY CONTRACTOR. REFERENCE CONSTRUCTION DETAILS SHEETS FOR ADDITIONAL INFORMATION.
- ALL WATER LINES SHALL BE CONSTRUCTED WITH C900 DR-14 PIPE.
- ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON.
- FIRE HYDRANT ASSEMBLIES SHALL INCLUDE FIRE HYDRANT, 6" DUCTILE IRON LEAD, 8" X 6" TEE, 6" GATE VALVE, AND ALL OTHER ASSOCIATED APPURTENANCES.
- PRESSURE REDUCING VALVES WILL BE REQUIRED ON ALL LOTS WITH STATIC PRESSURE GREATER THAN 80 PSI. VALVES WILL BE ON PROPERTY OWNERS SIDE OF THE WATER METER.
- TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
- ALL JOINTS SHALL BE RESTRAINED.
- ALL WATERLINES CROSSING BELOW 36-INCH AND LARGER STORM SEWER PIPE OR BOX CULVERT SHALL BE STEEL ENCASED PER DETAIL W-14. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
- CONTRACTOR SHALL MAINTAIN 3-FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN ALL WATER AND STORM SEWER LINES.
- CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
- CAUTION: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- PER TAC, PART 1 CHP 290, SUBCHAPTER D, RULE 290.44: WHERE A NEW POTABLE WATERLINE CROSSES ABOVE A WATERLINE MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND MUST BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. WHEN CROSSING AN EXISTING WASTEWATER MAIN OR LATERAL AND IT IS DISTURBED OR SHOWS SIGNS OF LEAKING, THE WASTEWATER MAIN OR LATERAL SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.
- WHERE WATERLINE CROSSING UNDER WASTEWATER LINES, THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT MINIMUM LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE PER TAC, PART 1, CHP290, SUBCHAPTER D, RULE 290.44 AND CITY OF HUTTO DETAIL W-14.



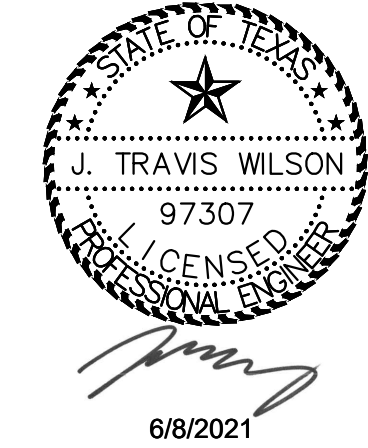
WL 'N' SEC 4			
Number	Radius	Length	Line/Chord Direction
C1	744.00	61.79	S79° 36' 00.62"E



CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CITY OF HUTTO APPROVAL:

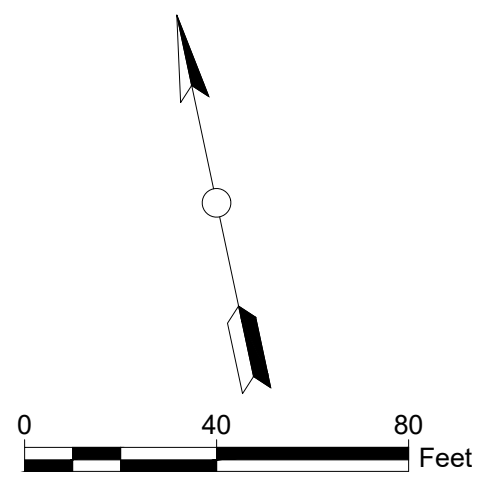
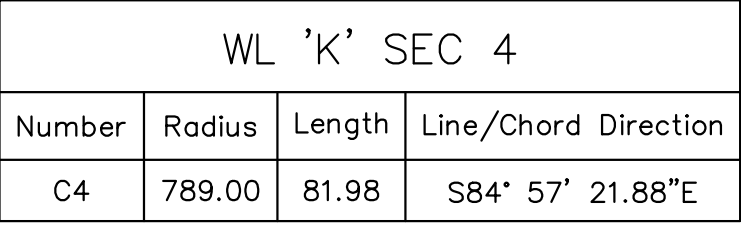
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TBPE FIRM REG. NO. F-16302



BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WL 'J' & WL 'N' PLAN

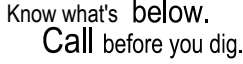
REVISIONS/CORRECTIONS		BY	JTW
NO.	DATE	DESCRIPTION	
RE	6/06/21	REISSUED W/ UPDATED FH LOCATION & NEW WL CROSSING CALLOUT (RFP-006)	
PROJECT NUMBER 00135-003		DATE: 6/8/2021	DESIGNED: KKE
			CHECKED: JTW
SHEET NO. 52 OF 74		1701-ENG	



- ## LEGEND
- | | |
|--|------------------------------------|
| | SUBJECT TRACT PROPERTY LINE |
| | FUTURE LOTS |
| | ADJACENT TRACTS |
| | PROPOSED WATER LINE |
| | PROPOSED WASTEWATER LINE |
| | PROPOSED STORMDRAIN LINE |
| | PROPOSED STORMDRAIN MANHOLE |
| | PROPOSED FIRE HYDRANT |
| | PROPOSED WATER VALVE |
| | PROPOSED WASTEWATER MANHOLE |
| | PROPOSED DOUBLE SERVICE CONNECTION |
| | PROPOSED SINGLE SERVICE CONNECTION |

WL 'K' SEC 4			
Number	Radius	Length	Line/Chord Direction
C4	789.00	81.98	S84° 57' 21.88"E

1. ALL ITEMS ARE TO BE FURNISHED & INSTALLED BY CONTRACTOR FOR REFINISHING CONSTRUCTION DETAILS SHEETS FOR ADDITIONAL INFORMATION.
2. ALL WATER LINES SHALL BE CONSTRUCTED WITH C900 DR-14 PIPE.
3. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON.
4. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE FIRE HYDRANT, 6" DUCTILE IRON LEAD, 8" X 6" TEE, 6" GATE VALVE, AND ALL OTHER ASSOCIATED APPURTENANCES.
5. PRESSURE REDUCING VALVES WILL BE REQUIRED ON ALL LOTS WITH STATIC PRESSURE GREATER THAN 80 PSI. VALVES WILL BE ON PROPERTY OWNERS SIDE OF THE WATER METER.
6. TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
7. ALL JOINTS SHALL BE RESTRAINED.
8. ALL WATERLINES CROSSING BELOW 36-INCH AND LARGER STORM SEWER PIPE OR BOX CULVERT SHALL BE STEEL ENCASED PER DETAIL W-14. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
9. CONTRACTOR SHALL MAINTAIN 3-FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN ALL WATER AND STORM SEWER LINES.
10. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
11. CAUTION: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
12. PER TAC, PART 1 CHP 290, SUBCHAPTER D, RULE 290.44: WHERE A NEW POTABLE WATERLINE CROSSES ABOVE A WATERLINE MAIN OR LATERAL, THE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER AND MUST BE PERPENDICULAR TO THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. WHEN CROSSING AN EXISTING WASTEWATER MAIN OR LATERAL AND IT IS DISTURBED OR SHOWS SIGNS OF LEAKING, THE WASTEWATER MAIN OR LATERAL SHALL BE REPLACED FOR AT LEAST NINE FEET IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (V) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.
13. WHERE WATERLINE CROSSING UNDER WATERMAIN LINES, THE WATERLINE SHALL BE AT LEAST AN 18-FOOT MINIMUM LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE PER TAC, PART 1, CHP290, SUBCHAPTER D RULE 290.44 AND CITY OF HUTTO DETAIL W-14.



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NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

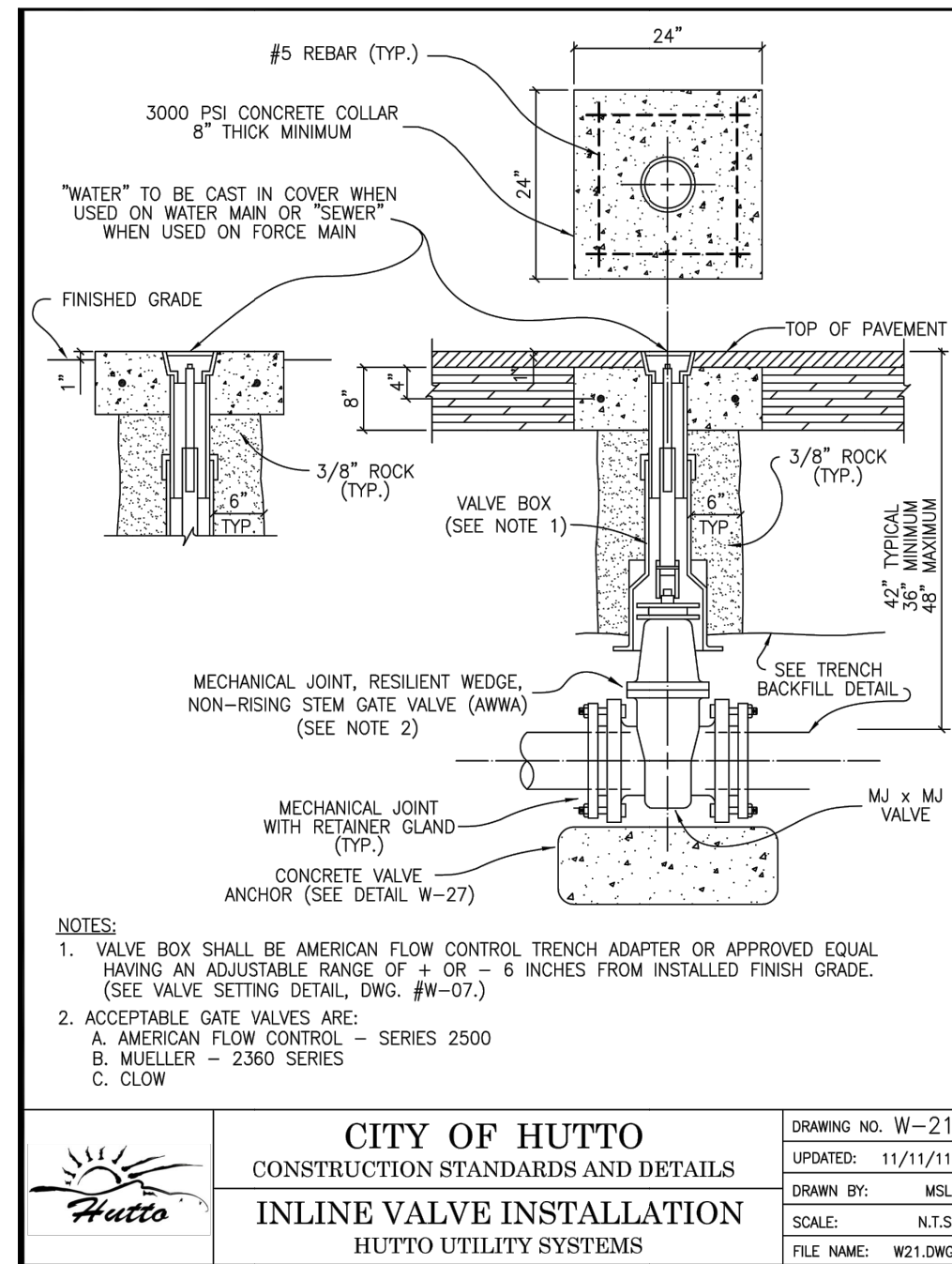
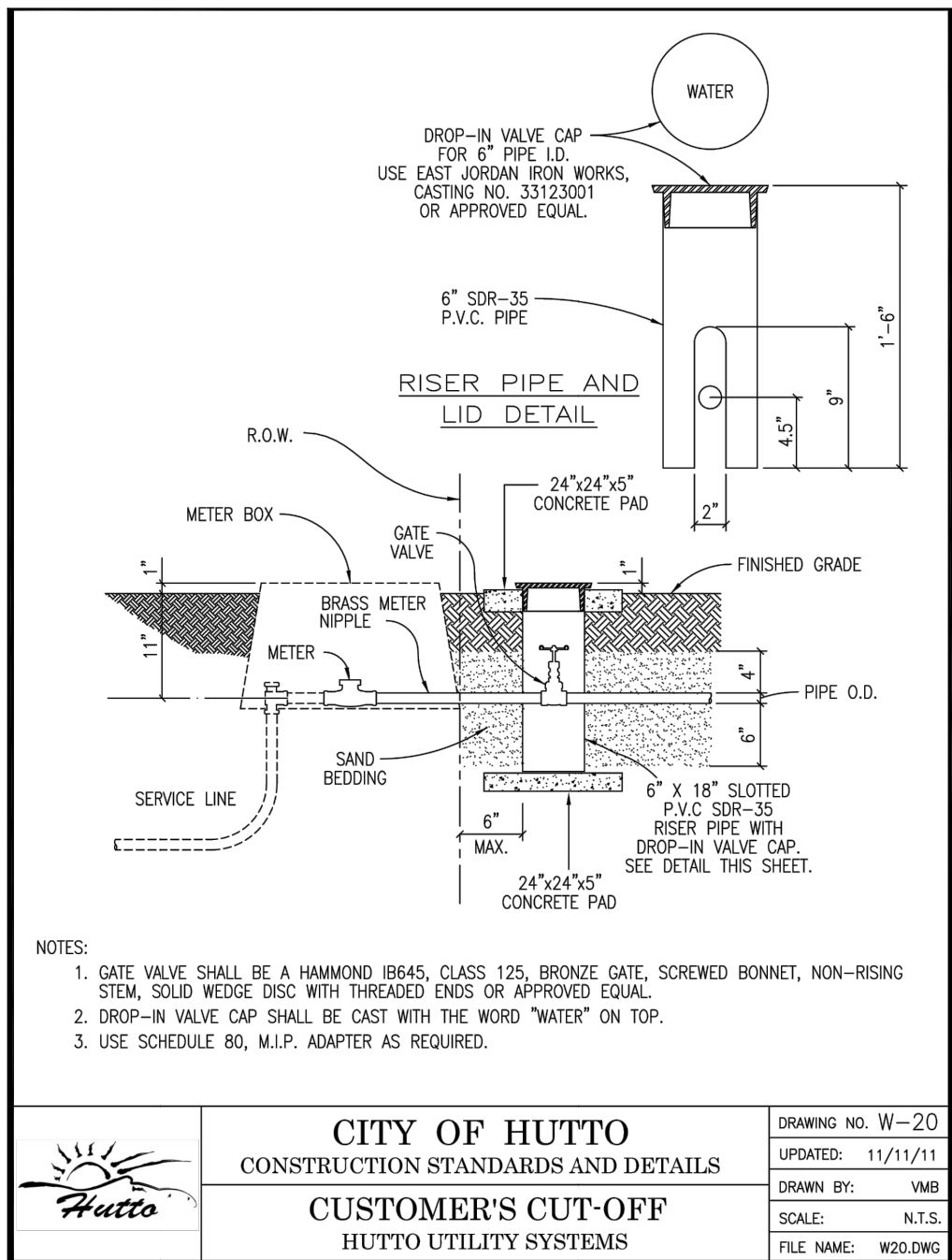
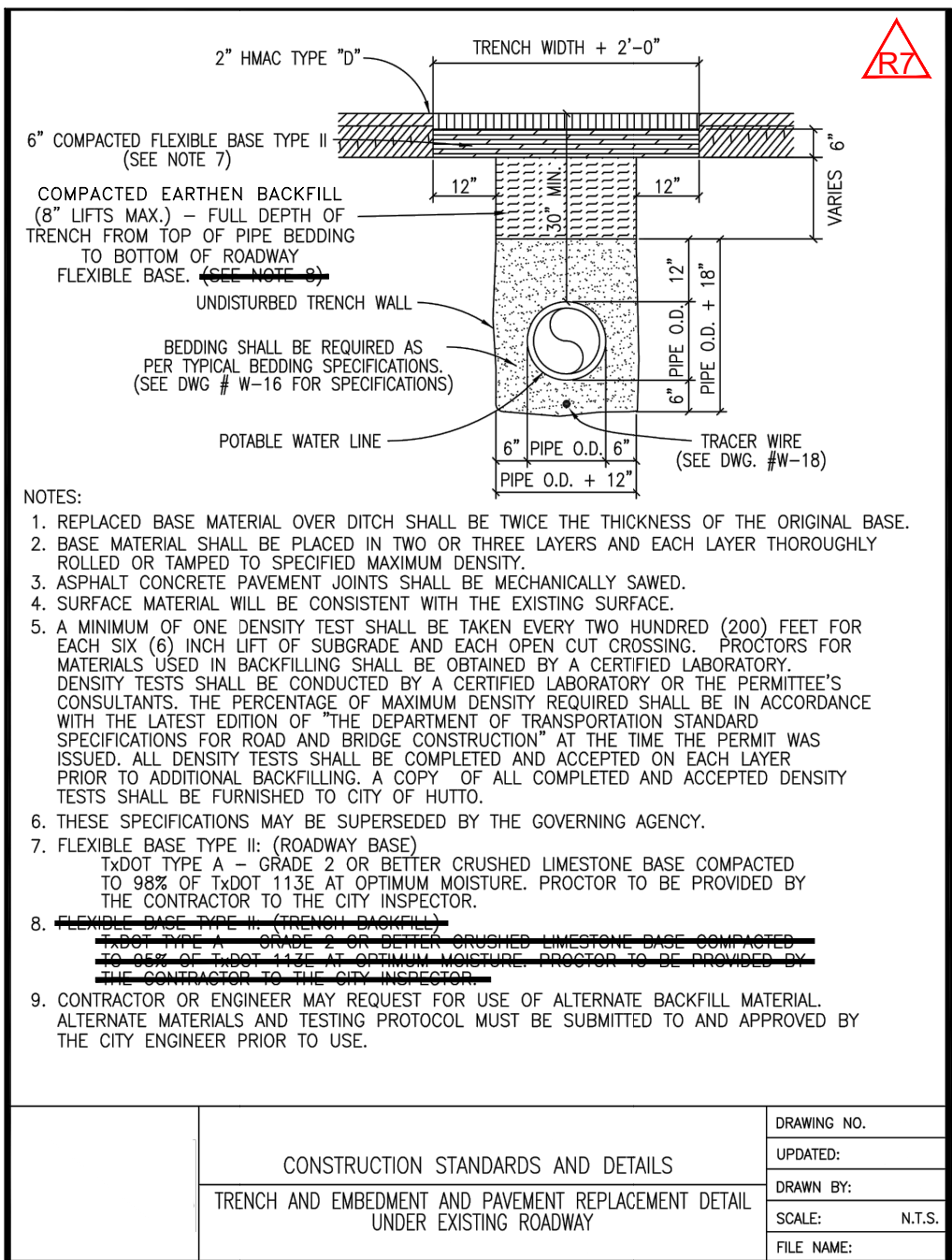
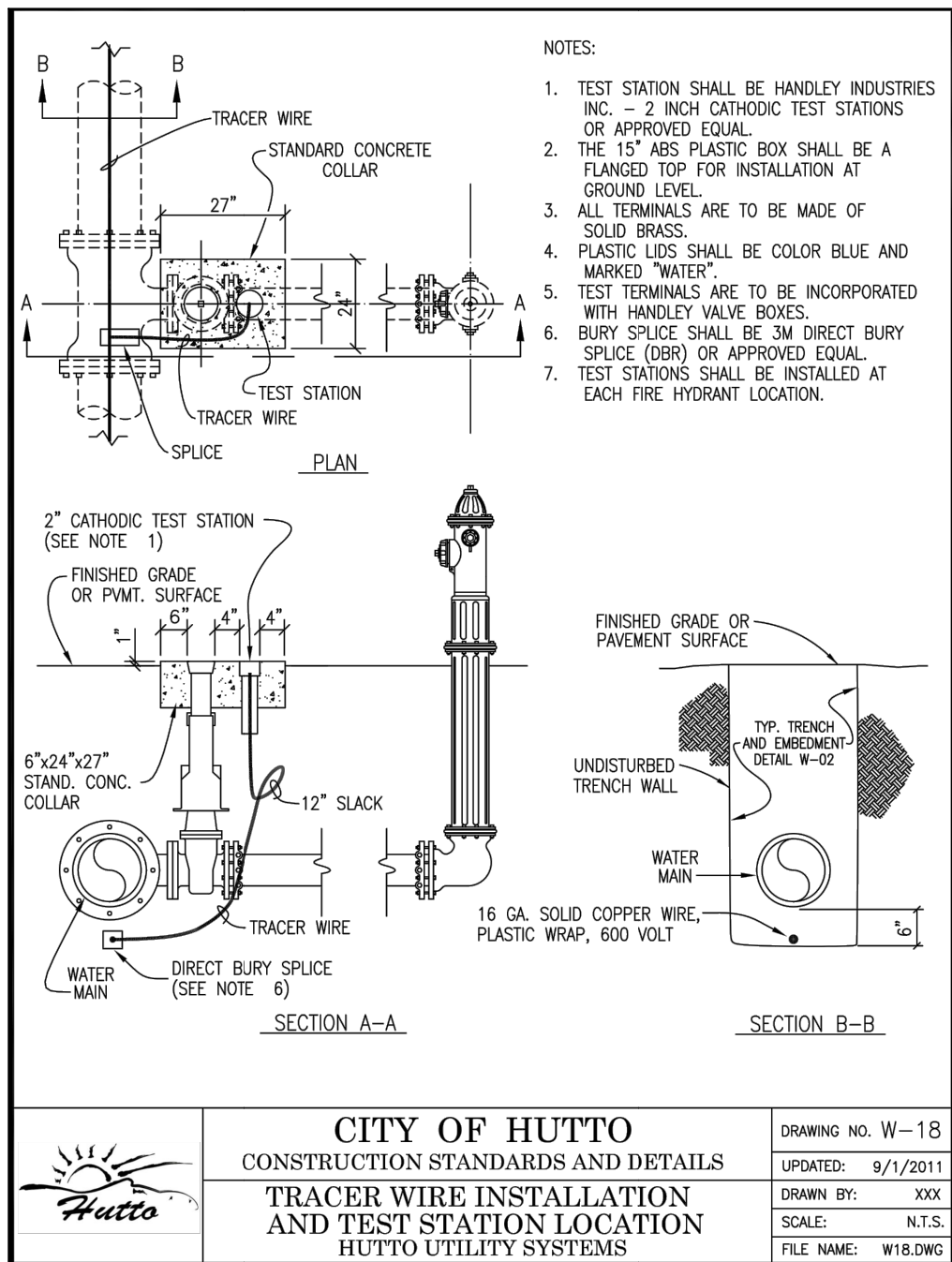
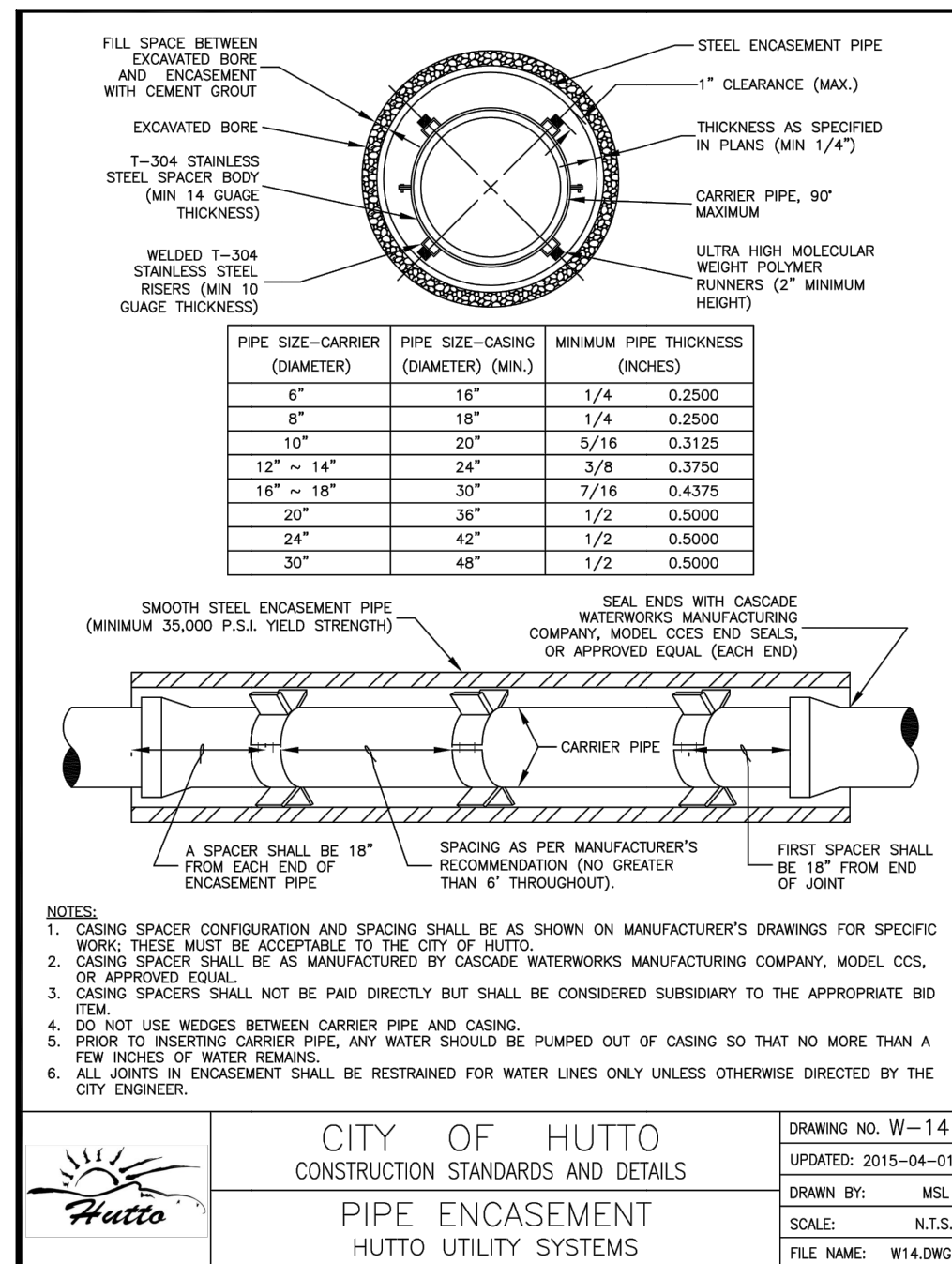
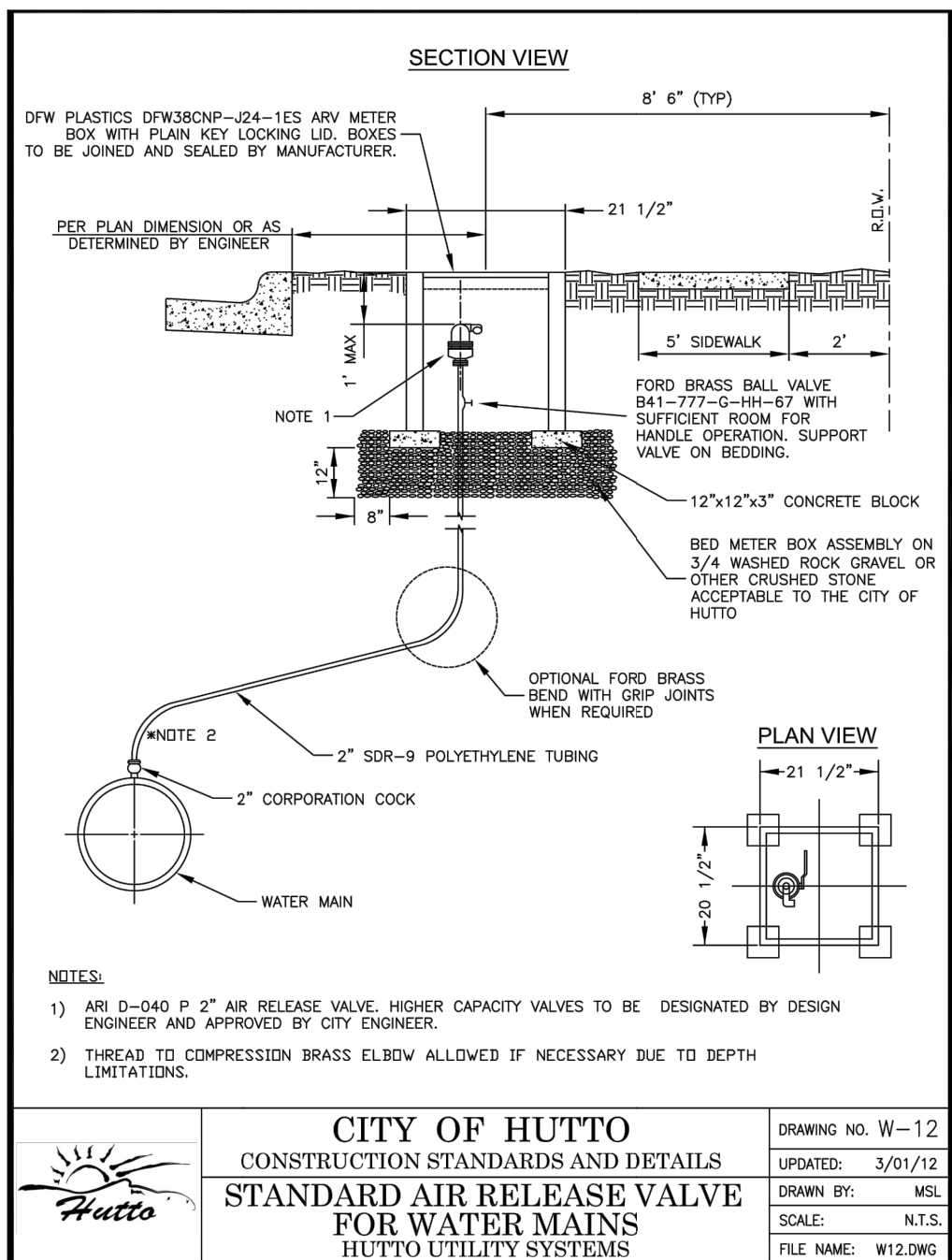
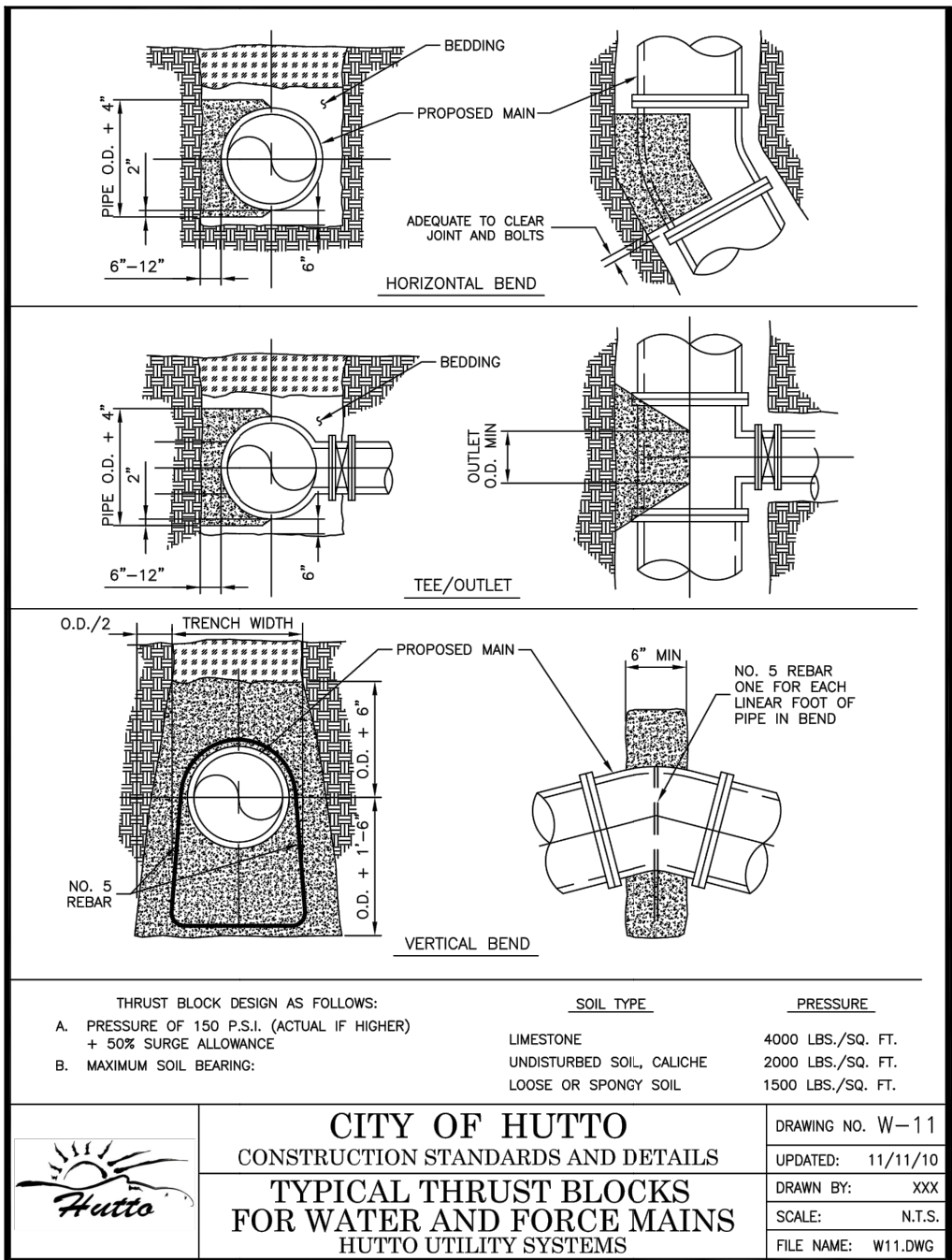
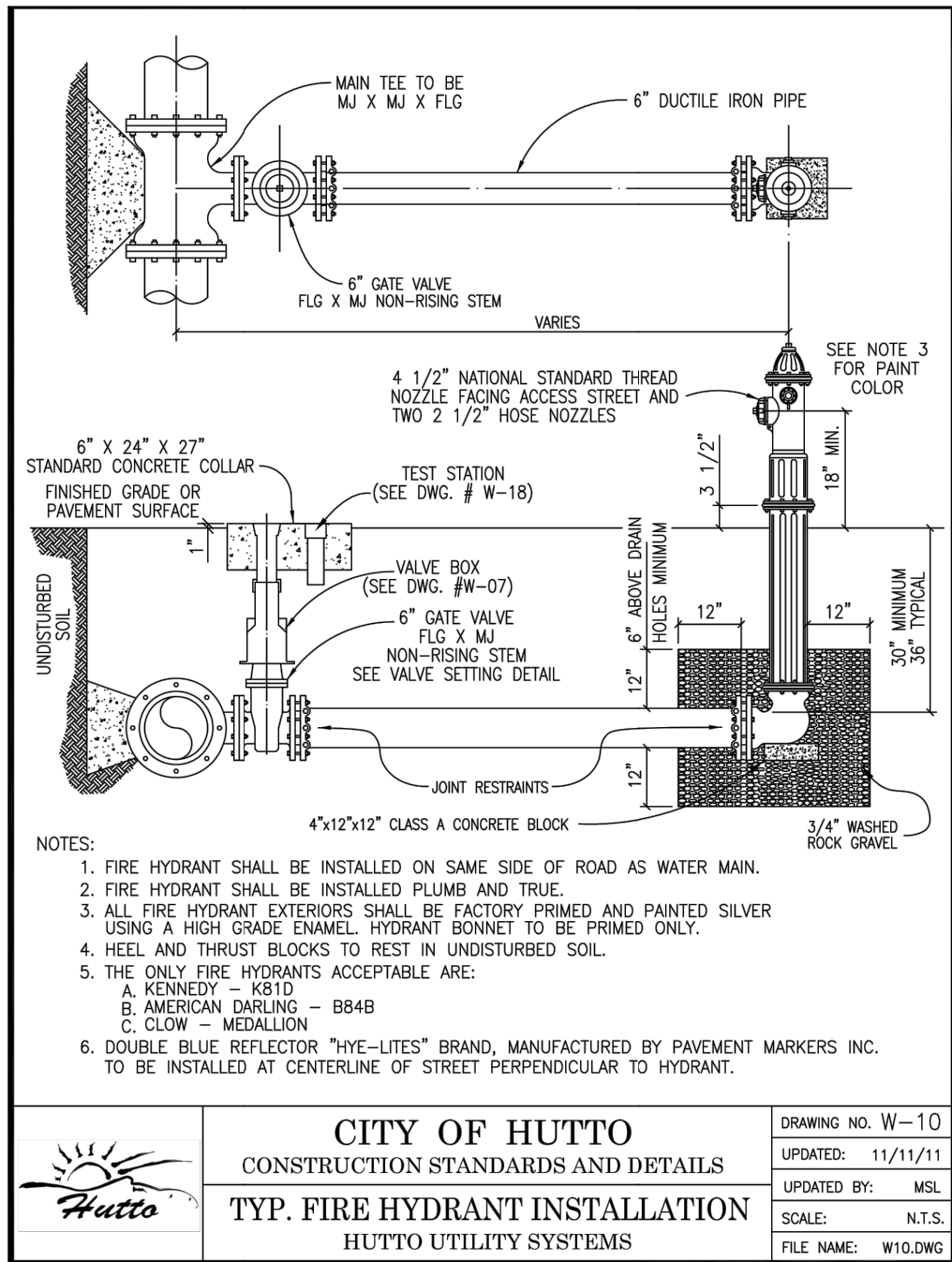
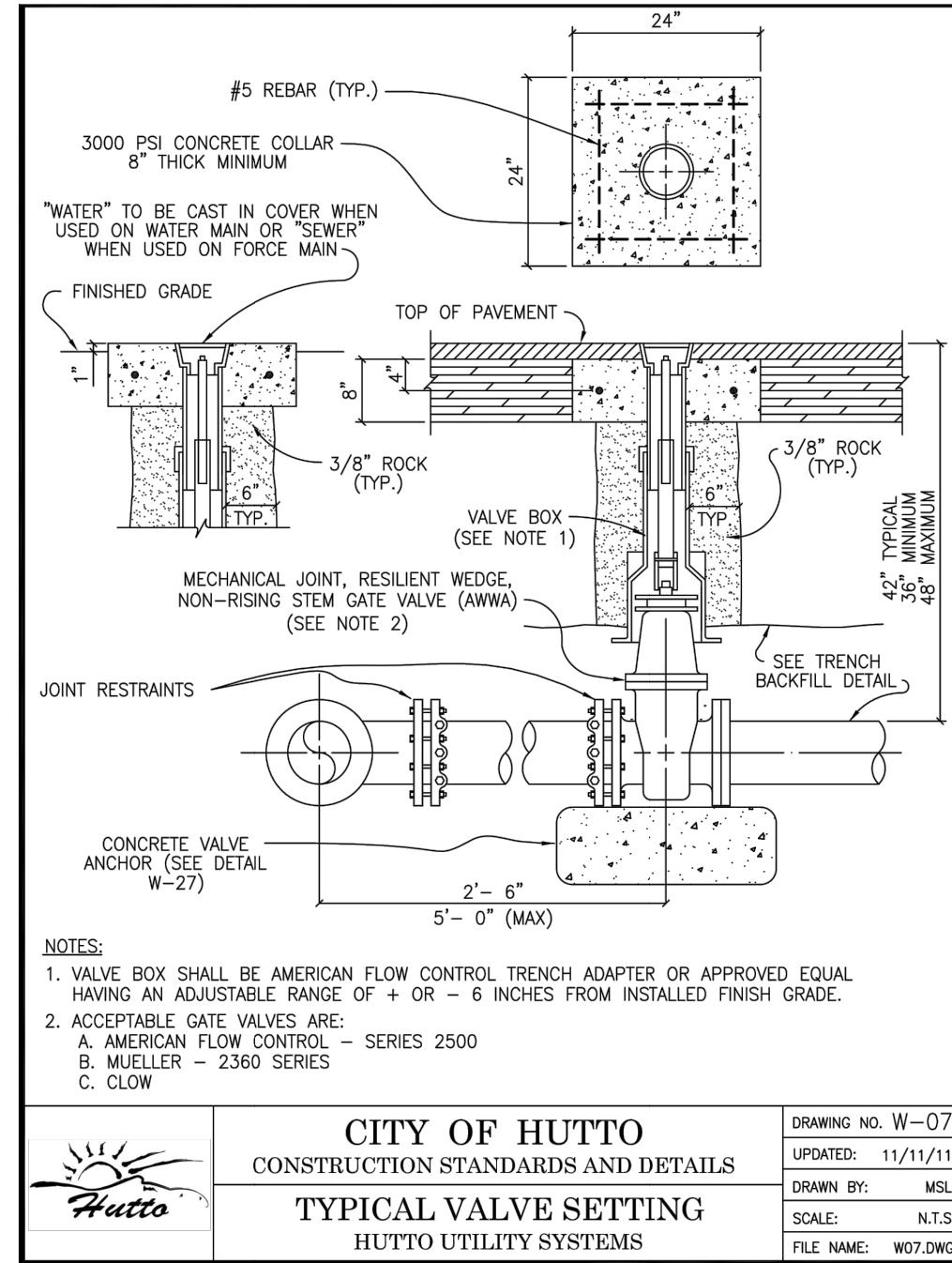
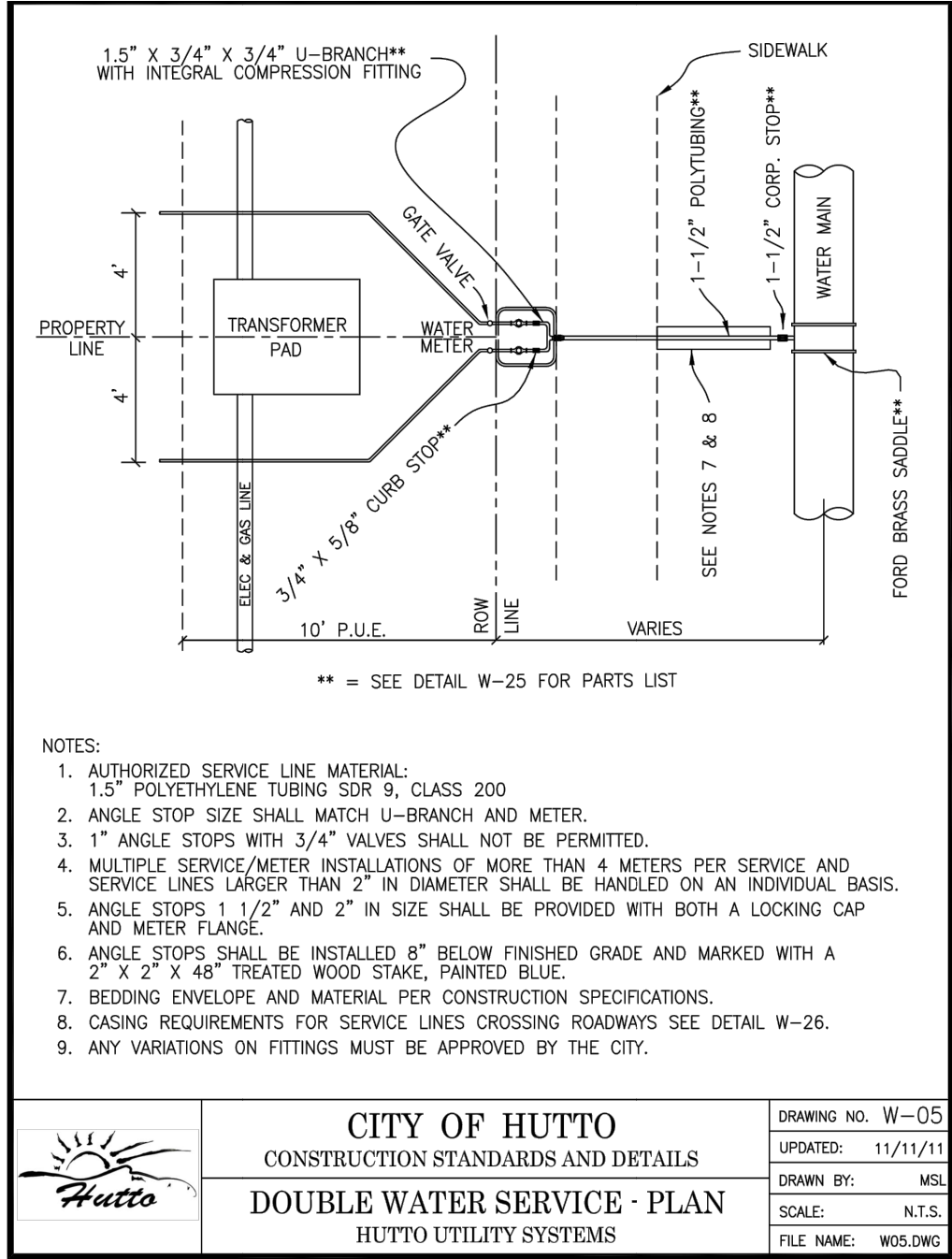
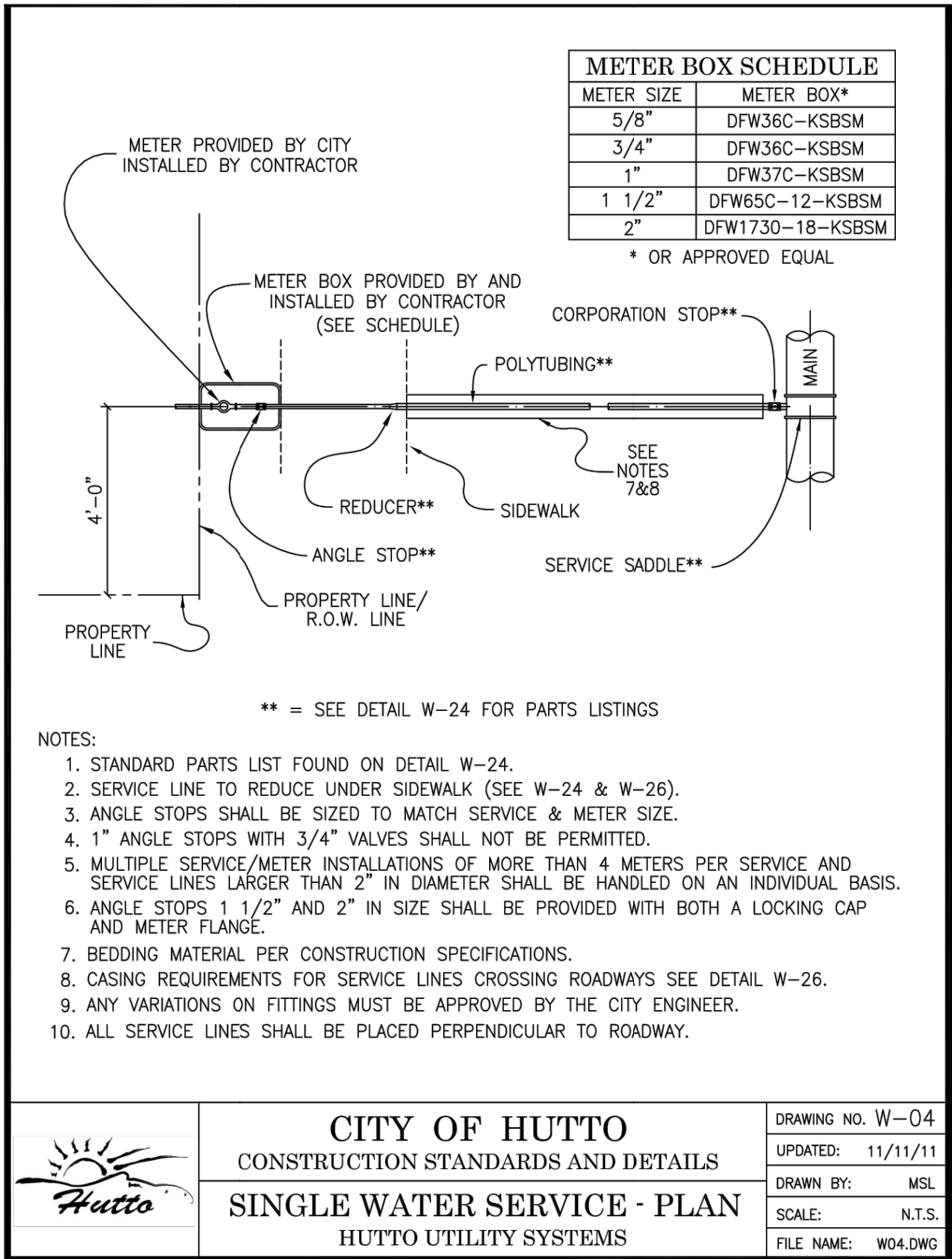
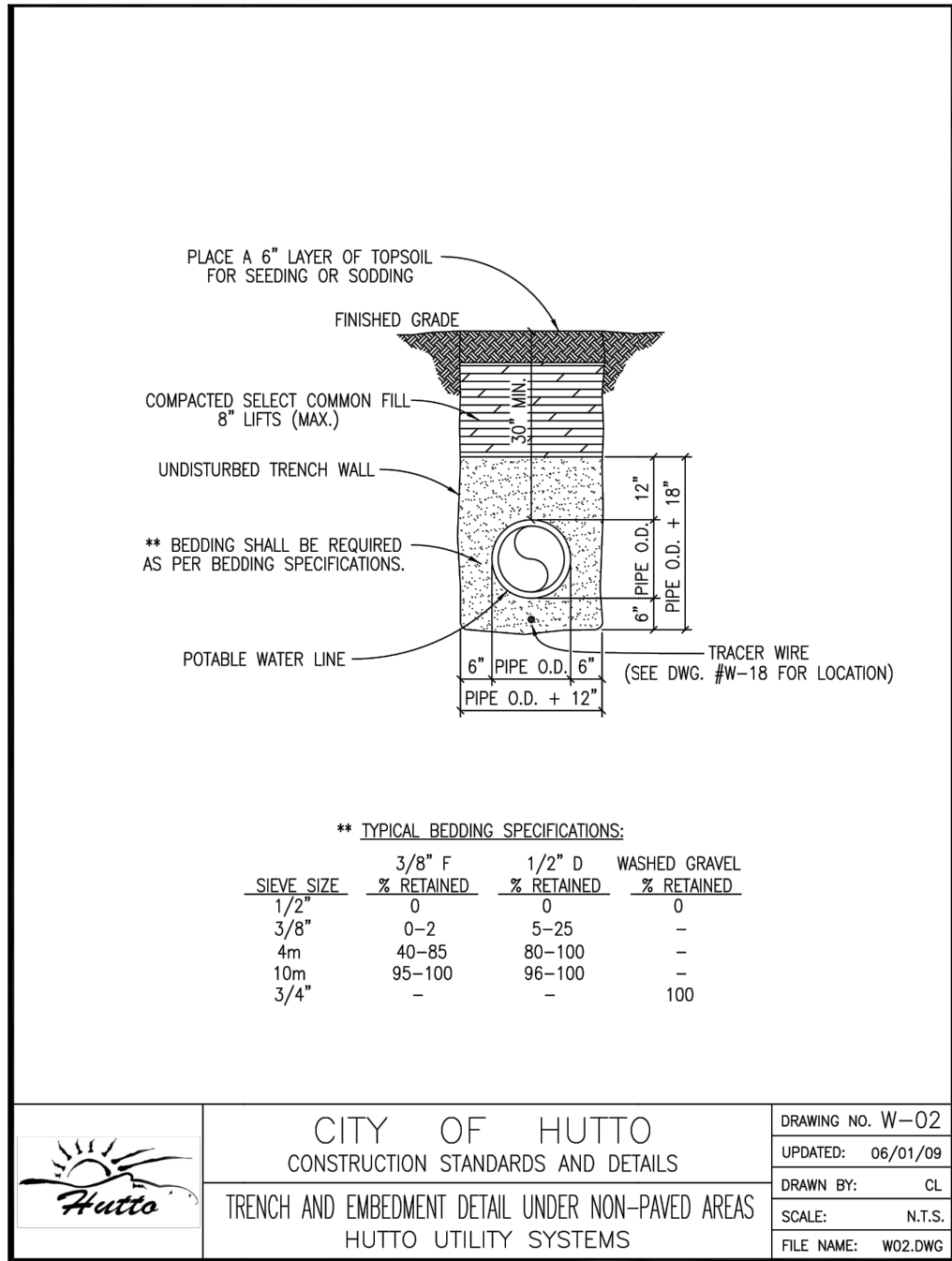
WL 'K' PLAN & PROFILE



1/25/2021

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P:\00135 Intermandeco\003 Hutto, Brooklands\05 CADD-Brooklands\Construction Sheets - Section 04\00135-003wtrprf.dwg 1/25/2021 2:58 PM



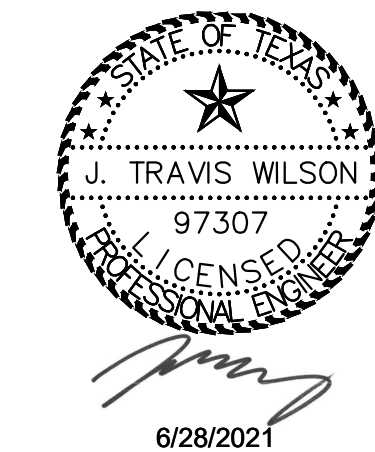
CAUTION!

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CITY OF HUTTO APPROVAL:

REPLACEMENT SHEET

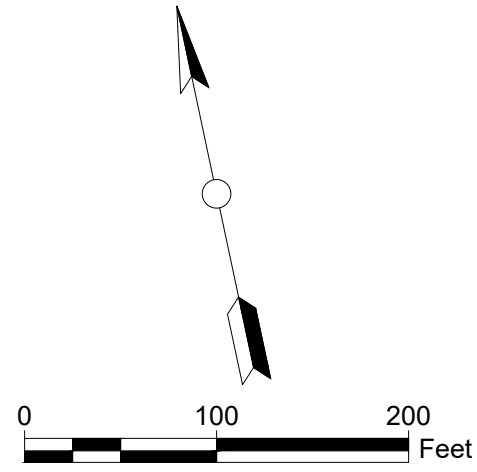
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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

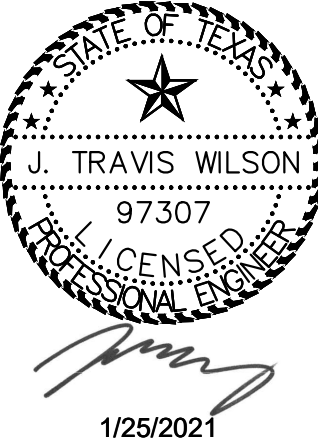
WATER UTILITY DETAILS 1 OF 2

REVISIONS/CORRECTIONS		BY	DATE
NO.	DESCRIPTION		
R7	6/16/21	JTW	
PROJECT NUMBER	00135-003	DESIGNED: KKE	CHECKED: JTW
DATE:	6/28/2021		
SHEET NO.		1701-ENG	
54 OF 74			



- LEGEND
- WW — PROPOSED WASTEWATER LINE
 - WW — EXISTING WASTEWATER LINE
 - ⊙ PROPOSED WASTEWATER MANHOLE
 - ▲ WASTEWATER FLOW ARROW

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

OVERALL WASTEWATER LINE PLAN

REVISIONS/CORRECTIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
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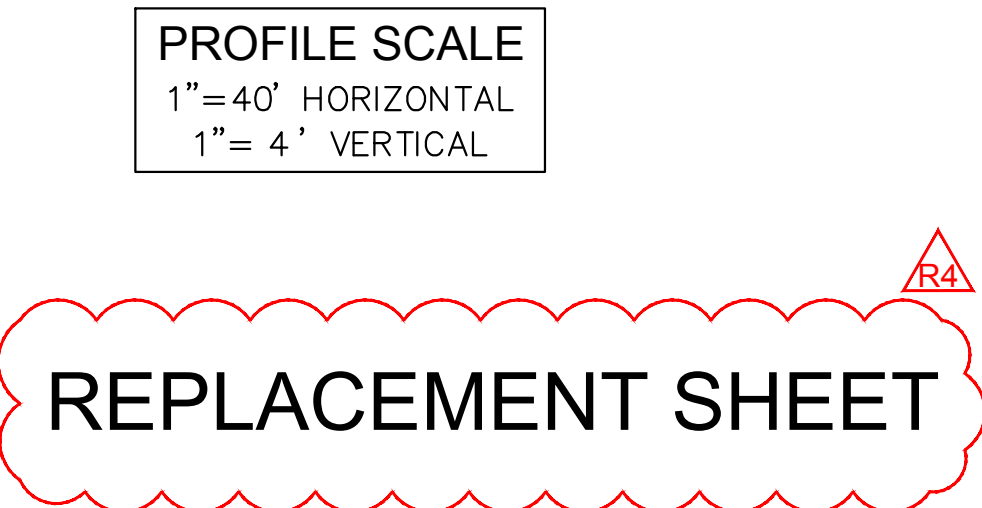
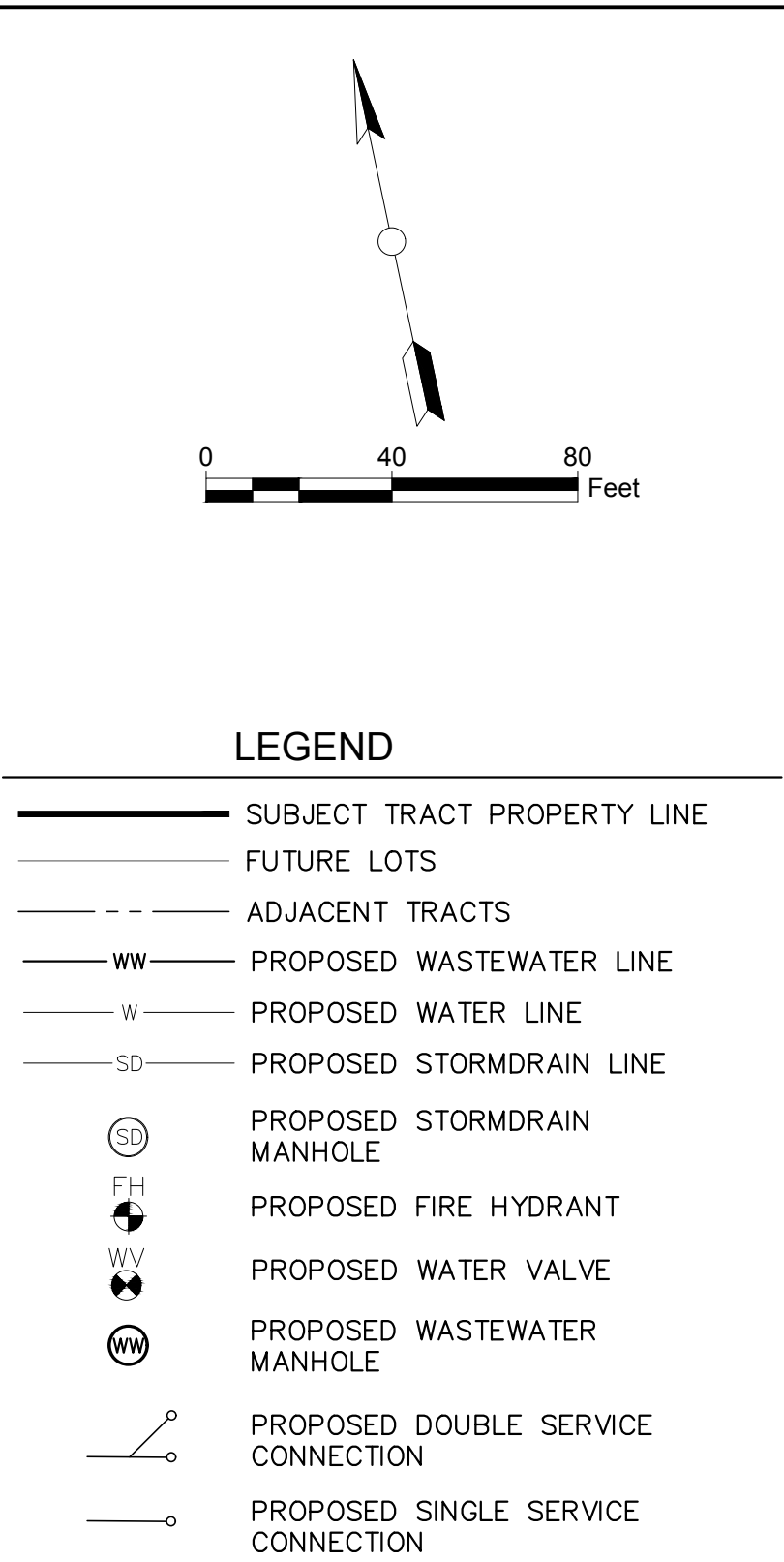
Know what's below.
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CITY OF HUTTO APPROVAL:

SHEET NO.
56 OF 73
1701-ENG



- ## NOTES:
1. ALL MANHOLES SHALL BE COATED AND VACUUM TESTED.
 2. ALL OFFSITE WASTEWATER MANHOLES SHALL HAVE MARKERS.
 3. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADE PRIOR TO ACCEPTANCE OF WORK.
 4. CORE EXISTING MANHOLE. INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUT, OR APPROVED EQUAL.
 5. ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D3034 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
 6. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR26, CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
 7. ALL WASTEWATER LINES CROSSING BELOW 36 INCH AND LARGER STORM SEWER PIPE OR BOX CULVERT SHALL BE STEEL BOLLARD. STORM DETAIL W-10. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
 8. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
 9. ALL GRAVITY LINES ARE TO BE INSTALLED FROM DOWNSTREAM TO UPSTREAM.
 10. TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
 11. WHERE WATERLINE CROSSES UNDER WASTEWATER LINES, THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT MINIMUM LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE PER TAC, PART 1, CHP 290, SUBCHAPTER D, RULE 290.44, AND CITY OF HUTTO DETAIL W-14.

 Know what's below. Call before you dig. CAUTION! IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.	CITY OF HUTTO APPROVAL:
--	--------------------------------

PROJECT NUMBER 00135-003	REVISIONS / CORRECTIONS			
	NO.	DATE	DESCRIPTION	BY
DATE: 5/21/2021	R3	5/13/21	REISSUED W/ UPDATED WW SERVICE LOCATIONS (RF-003)	JTW
DESIGNED: KKE	R4	5/22/21	REISSUED W/ WW CONNECT & MH ADJUSTMENT (RF-004)	JTW
CHECKED: JTW				

BROOKLANDS SECTION 4

HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WWL 'M' PLAN & PROFILE

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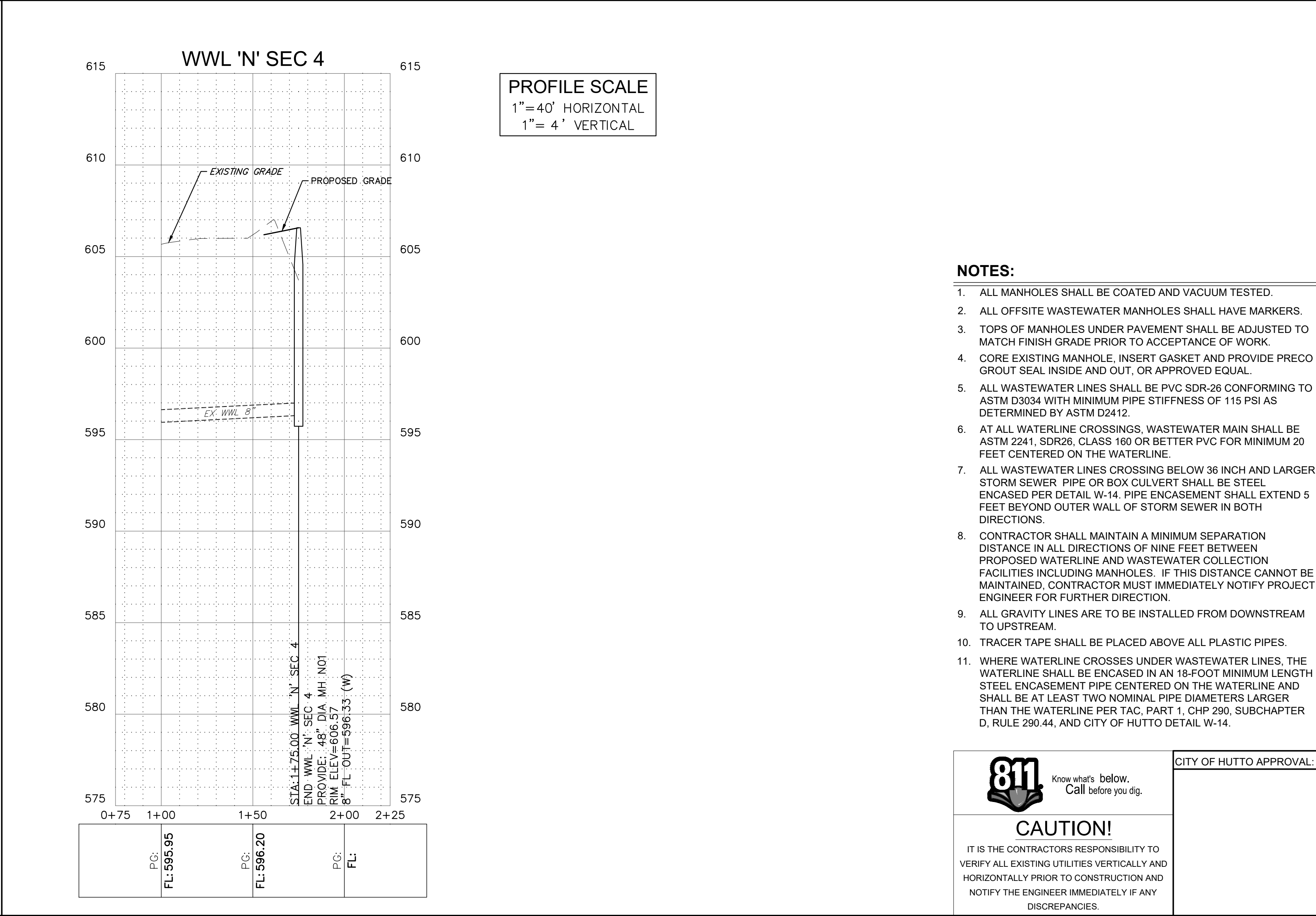
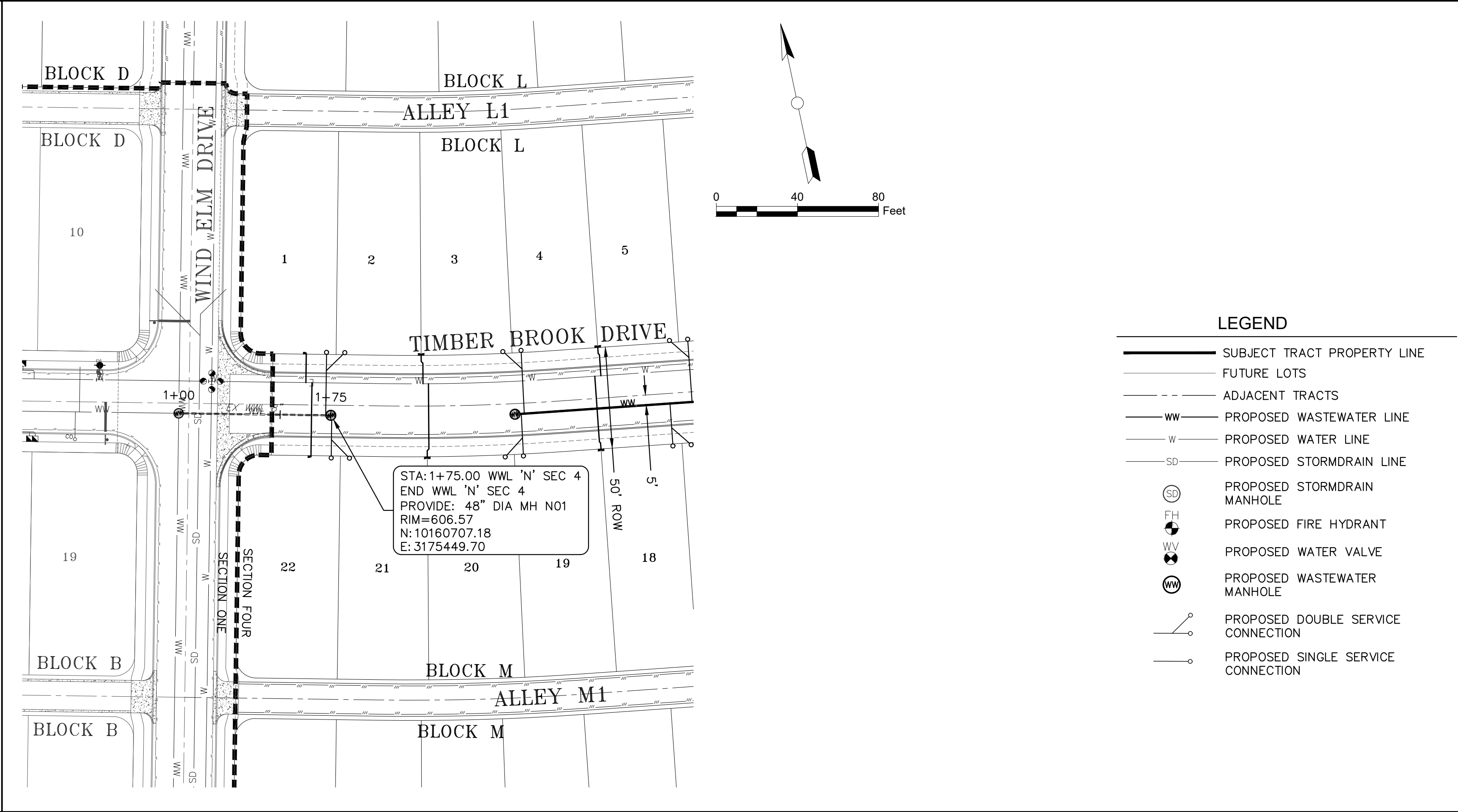
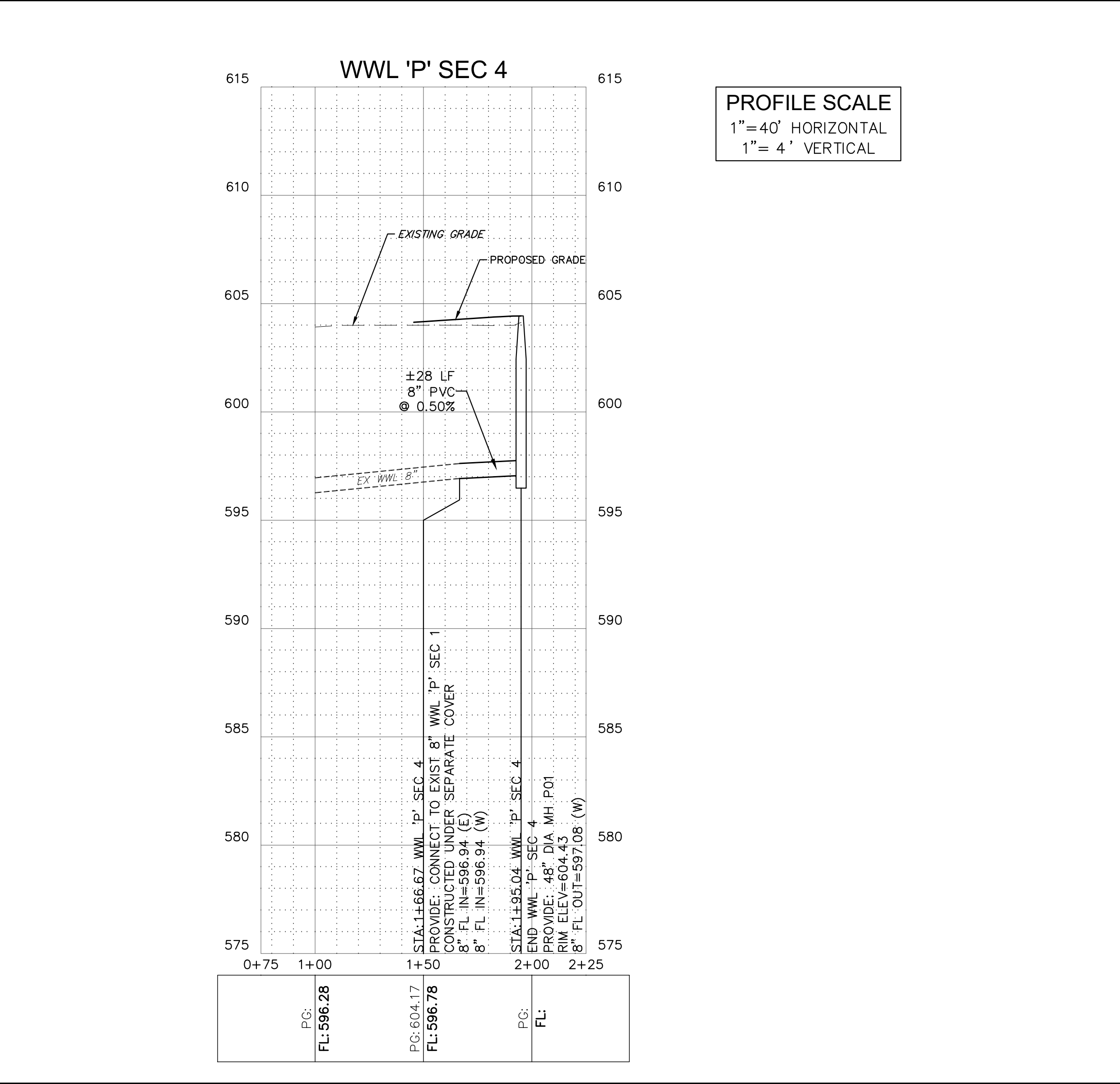
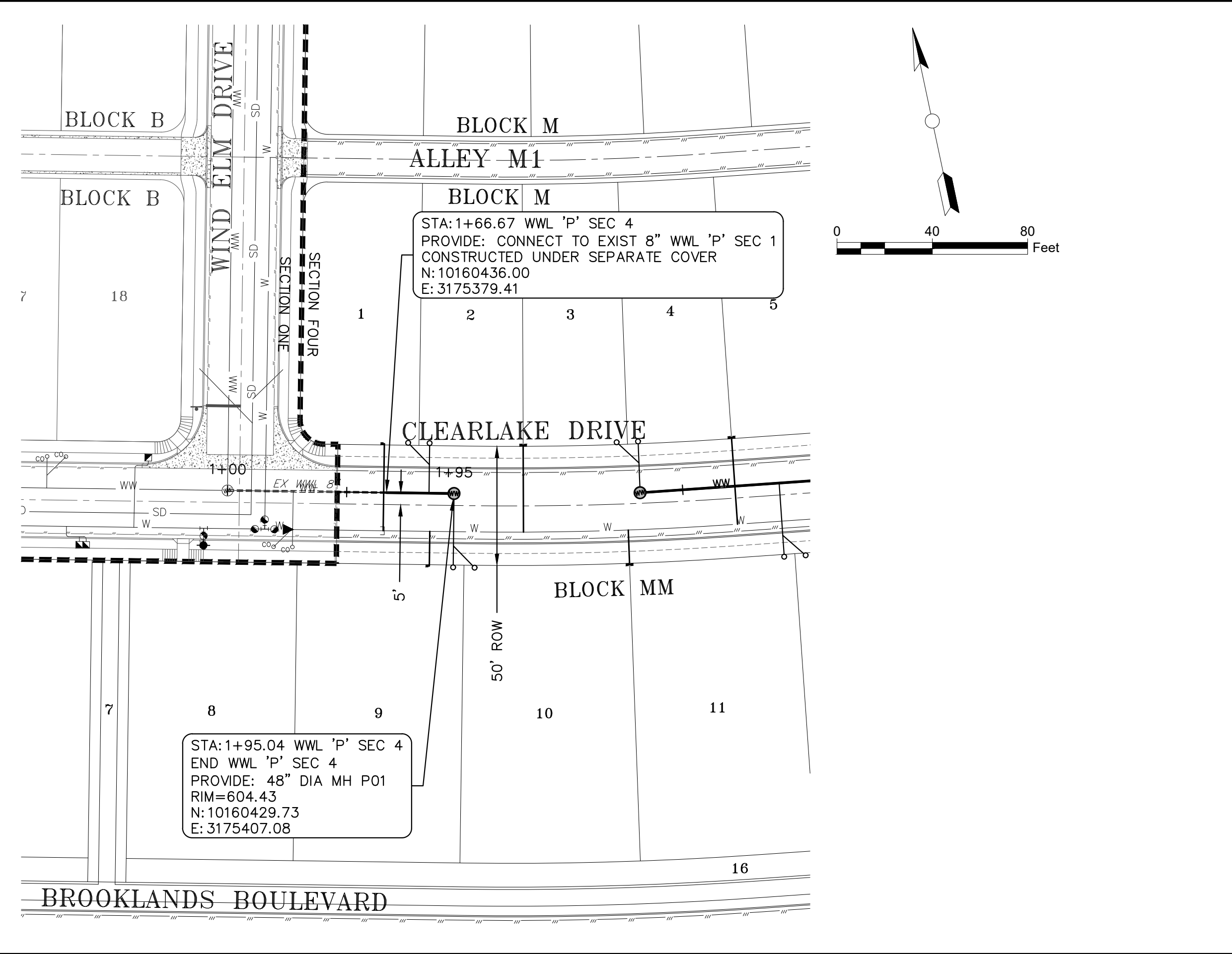
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5/21/2021

1701-ENG

SHEET NO.

57 OF 74



- NOTES:**
- ALL MANHOLES SHALL BE COATED AND VACUUM TESTED.
 - ALL OFFSITE WASTEWATER MANHOLES SHALL HAVE MARKERS.
 - TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADE PRIOR TO ACCEPTANCE OF WORK.
 - CORE EXISTING MANHOLE, INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUT, OR APPROVED EQUAL.
 - ALL WASTEWATER LINES SHALL BE PVC SDR-26 CONFORMING TO ASTM D3034 WITH MINIMUM PIPE STIFFNESS OF 115 PSI AS DETERMINED BY ASTM D2412.
 - AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR26, CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
 - ALL WASTEWATER LINES CROSSING BELOW 36 INCH AND LARGER STORM SEWER PIPE OR BOX CULVERT SHALL BE STEEL ENCASED PER DETAIL W-14. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
 - CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
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811 Know what's below. Call before you dig.

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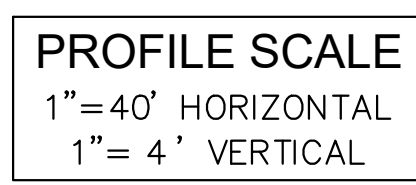
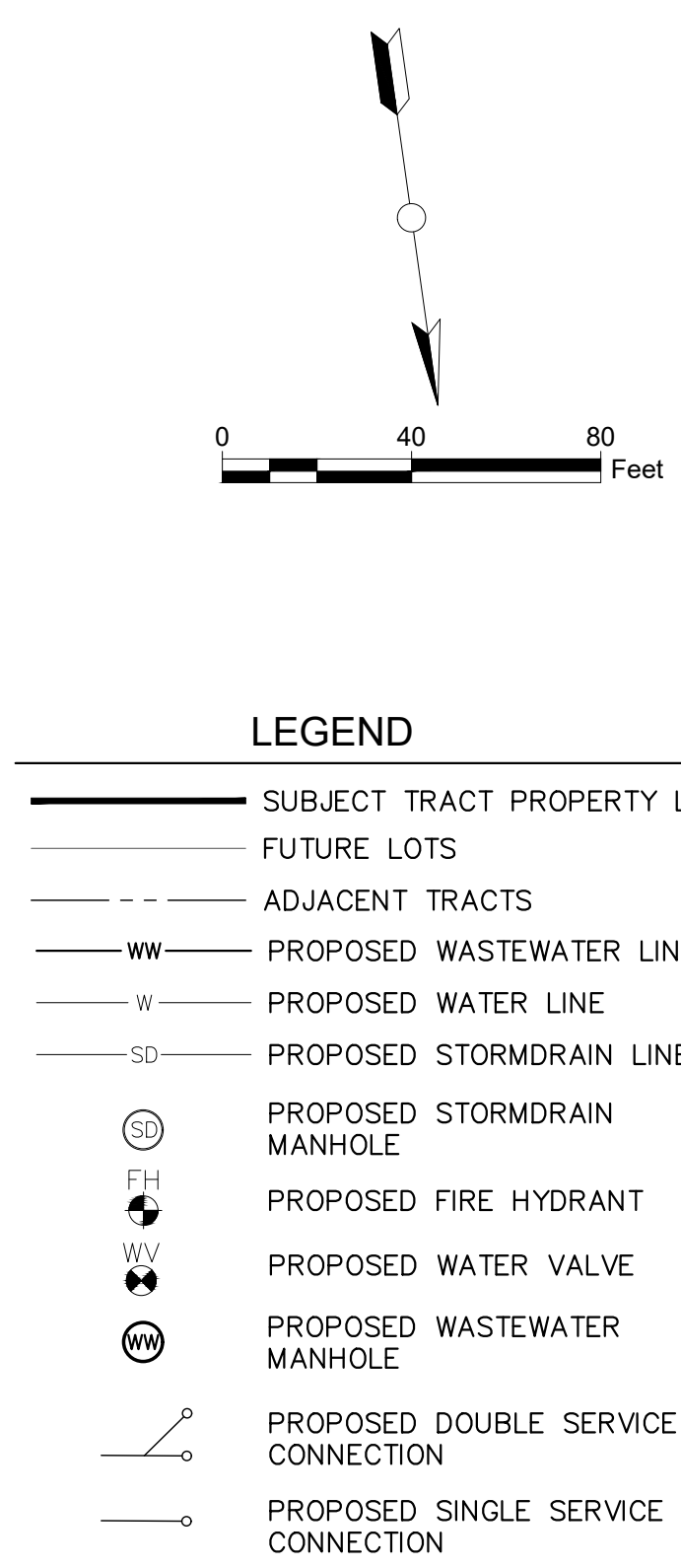
STATE OF TEXAS
J. TRAVIS WILSON
19730
LICENSED PROFESSIONAL ENGINEER
1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLAMSON COUNTY, TEXAS 78634

WWL 'P' & WWL 'N' PLAN & PROFILE

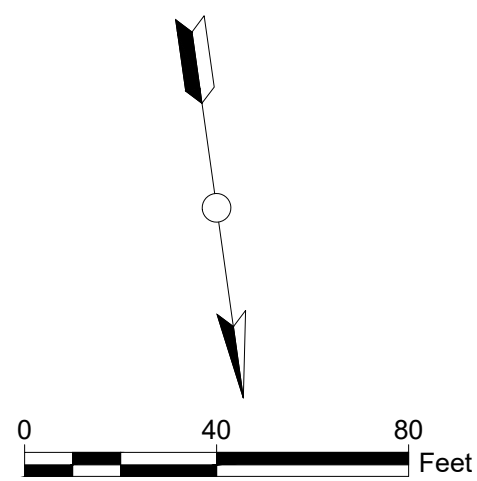
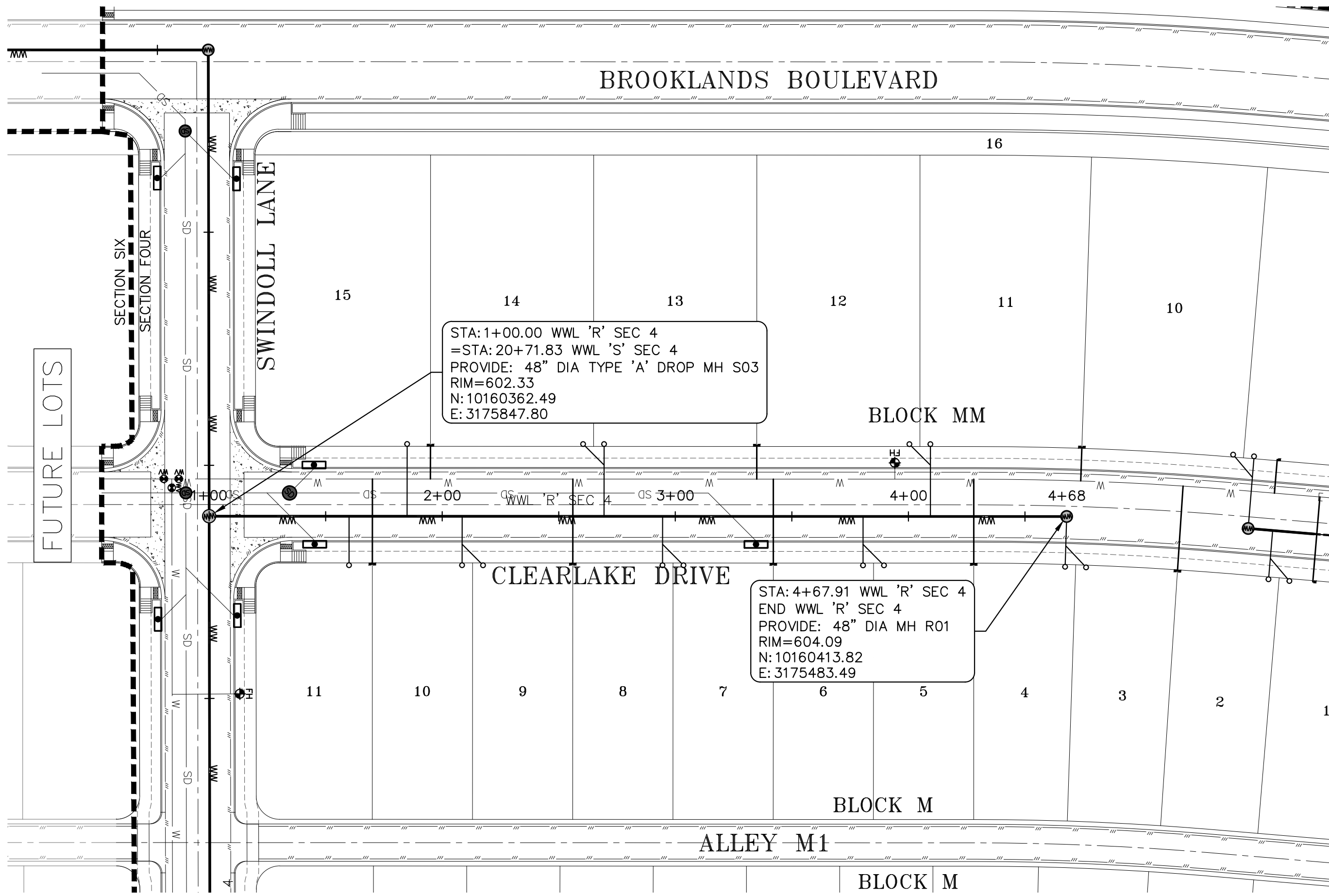
REVISIONS/CORRECTIONS		PROJECT NUMBER	DATE	DESIGNED	CHECKED
NO.	DESCRIPTION	00135-003	1/25/2021	KKE	JTW
BY					

SHEET NO.
58 OF 73
1701-ENG



- ## NOTES:
1. ALL MANHOLES SHALL BE COATED AND VACUUM TESTED.
 2. ALL OFFSITE WASTEWATER MANHOLES SHALL HAVE MARKERS.
 3. TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADE PRIOR TO ACCEPTANCE OF WORK.
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 6. AT ALL WATERLINE CROSSINGS, WASTEWATER MAIN SHALL BE ASTM 2241, SDR26, CLASS 160 OR BETTER PVC FOR MINIMUM 20 FEET CENTERED ON THE WATERLINE.
 7. ALL WASTEWATER LINES CROSSING BELOW 36 INCH AND LARGER STORM SEWER, PIPE OR BOX CULVERT SHALL BE STEEL ENCASED PER DETAIL W-14. PIPE ENCASEMENT SHALL EXTEND 5 FEET BEYOND OUTER WALL OF STORM SEWER IN BOTH DIRECTIONS.
 8. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, CONTRACTOR MUST IMMEDIATELY NOTIFY PROJECT ENGINEER FOR FURTHER DIRECTION.
 9. ALL GRAVITY LINES ARE TO BE INSTALLED FROM DOWNSTREAM TO UPSTREAM.
 10. TRACER TAPE SHALL BE PLACED ABOVE ALL PLASTIC PIPES.
 11. WHERE WATERLINE CROSSES UNDER WASTEWATER LINES, THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT MINIMUM LENGTH STEEL ENCASEMENT PIPE CENTERED ON THE WATERLINE AND SHALL BE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE PER TAC, PART 1, CHP 290, SUBCHAPTER D, RULE 290.44, AND CITY OF HUTTO DETAIL W-14.

 Know what's below. Call before you dig.	CITY OF HUTTO APPROVAL:
CAUTION! IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.	



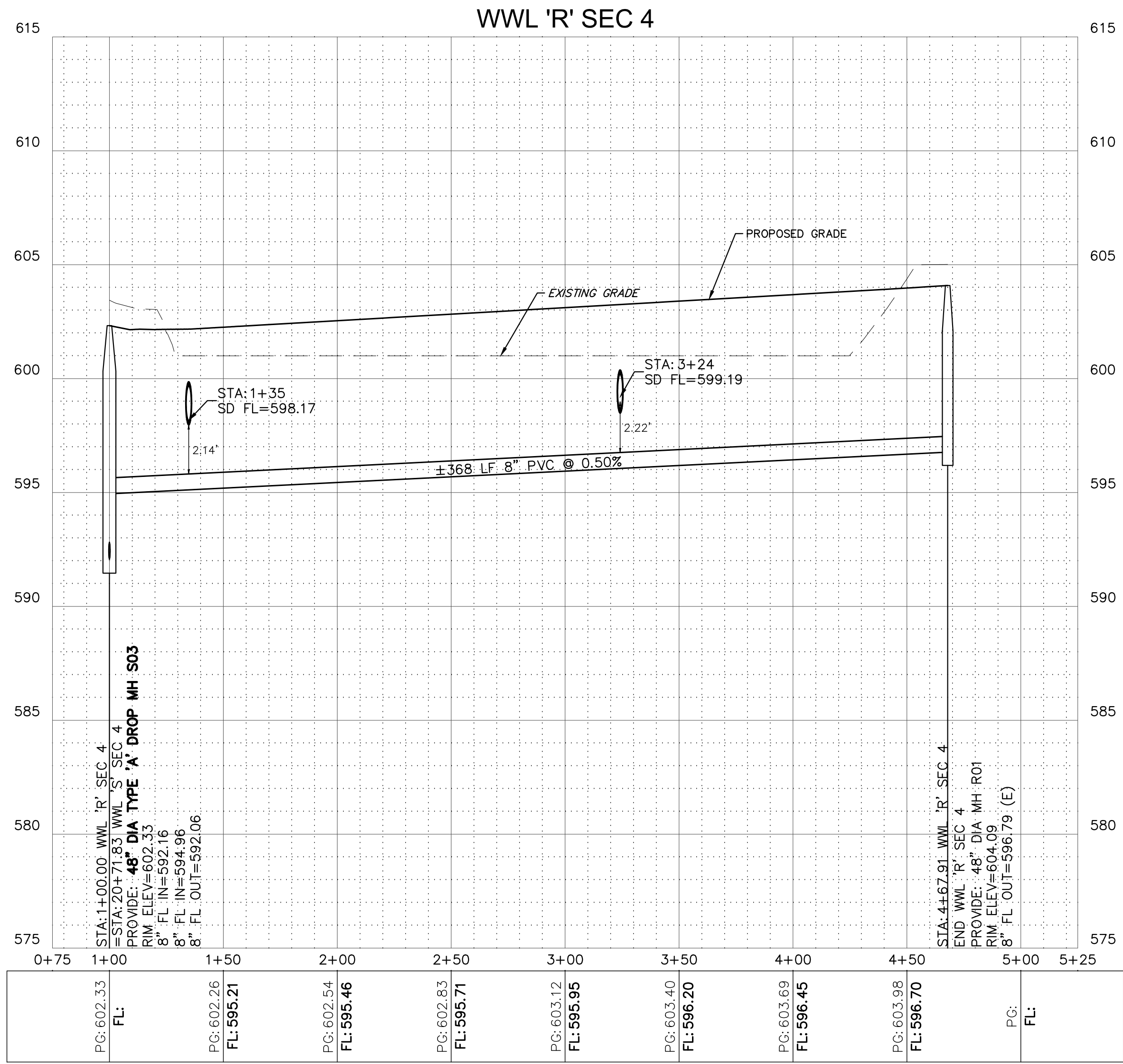
- LEGEND**
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WASTEWATER LINE
 - PROPOSED WATER LINE
 - PROPOSED STORMDRAIN LINE
 - PROPOSED STORMDRAIN MANHOLE
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPOSED WASTEWATER MANHOLE
 - PROPOSED DOUBLE SERVICE CONNECTION
 - PROPOSED SINGLE SERVICE CONNECTION

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WWL 'R' PLAN & PROFILE



NOTES:

- ALL MANHOLES SHALL BE COATED AND VACUUM TESTED.
- ALL OFFSITE WASTEWATER MANHOLES SHALL HAVE MARKERS.
- TOPS OF MANHOLES UNDER PAVEMENT SHALL BE ADJUSTED TO MATCH FINISH GRADE PRIOR TO ACCEPTANCE OF WORK.
- CORE EXISTING MANHOLE, INSERT GASKET AND PROVIDE PRECO GROUT SEAL INSIDE AND OUT, OR APPROVED EQUAL.
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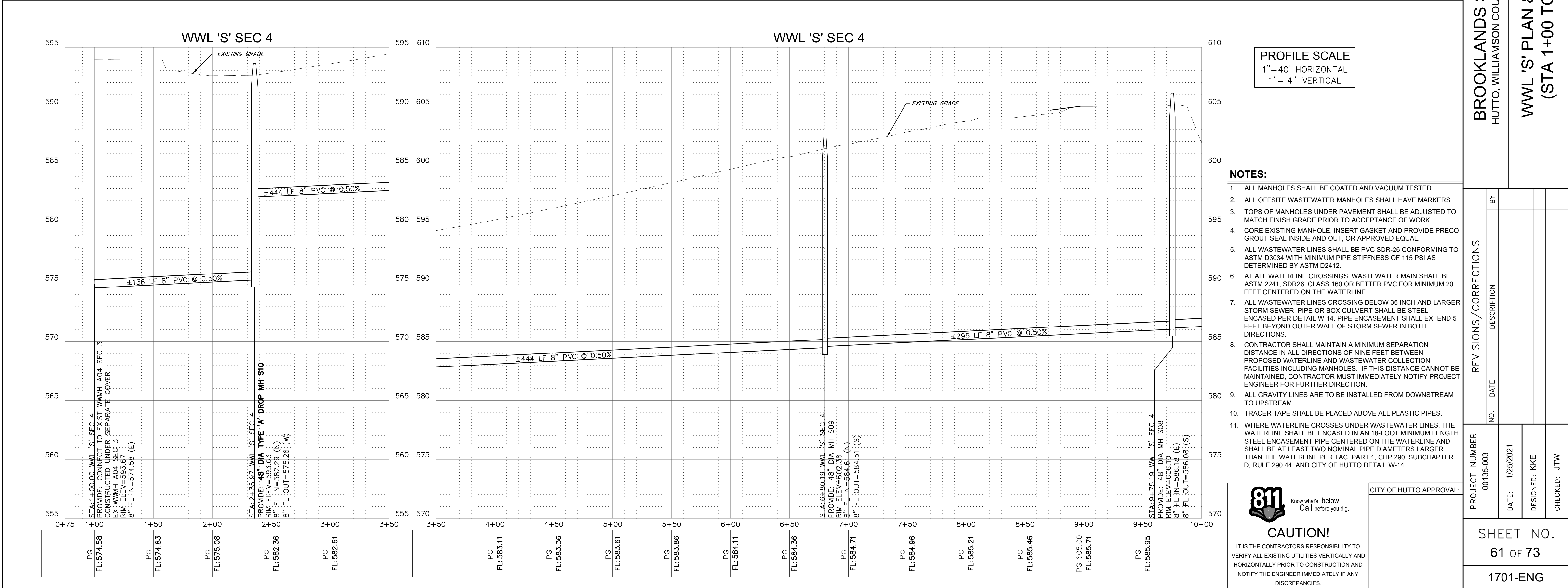
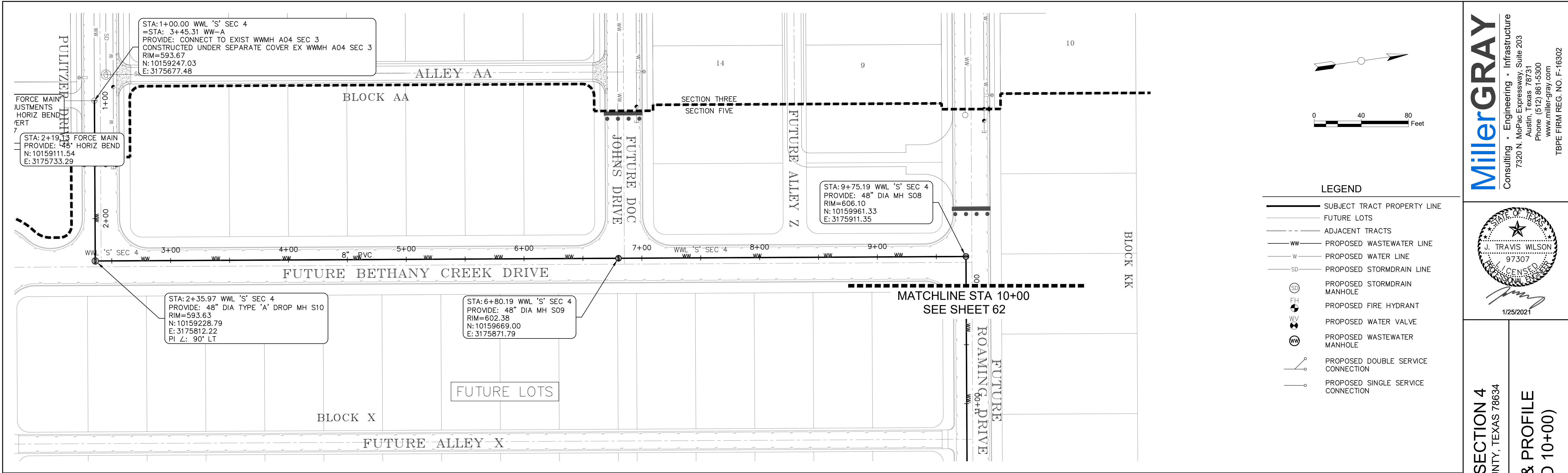
811 Know what's below. Call before you dig.

CAUTION!

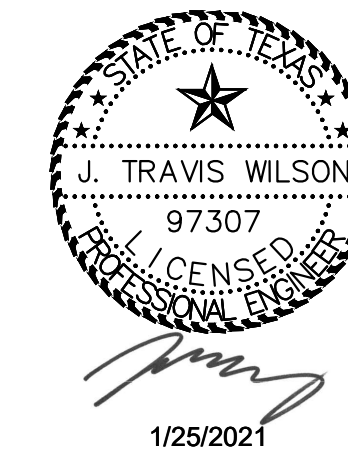
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CITY OF HUTTO APPROVAL:

REVISIONS/CORRECTIONS		NO.	DATE	DESCRIPTION	BY
PROJECT NUMBER	00135-003	DATE:	1/25/2021	DESIGNED:	KKE
CHECKED:	JTW				
SHEET NO. 60 OF 73					
1701-ENG					



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TBP# FIRM REG. NO. F-16302



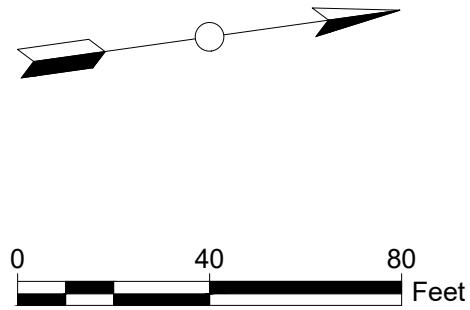
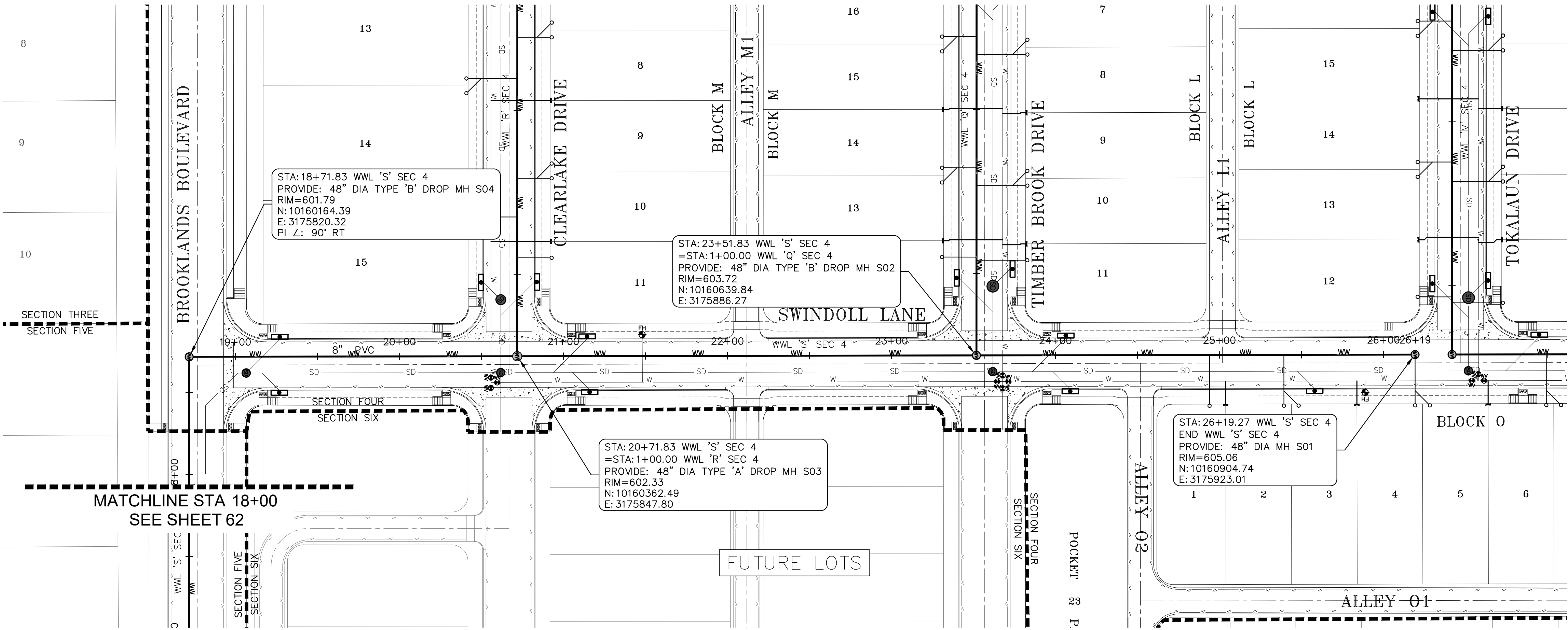
BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WWL 'S' PLAN & PROFILE
(STA 1+00 TO 10+00)

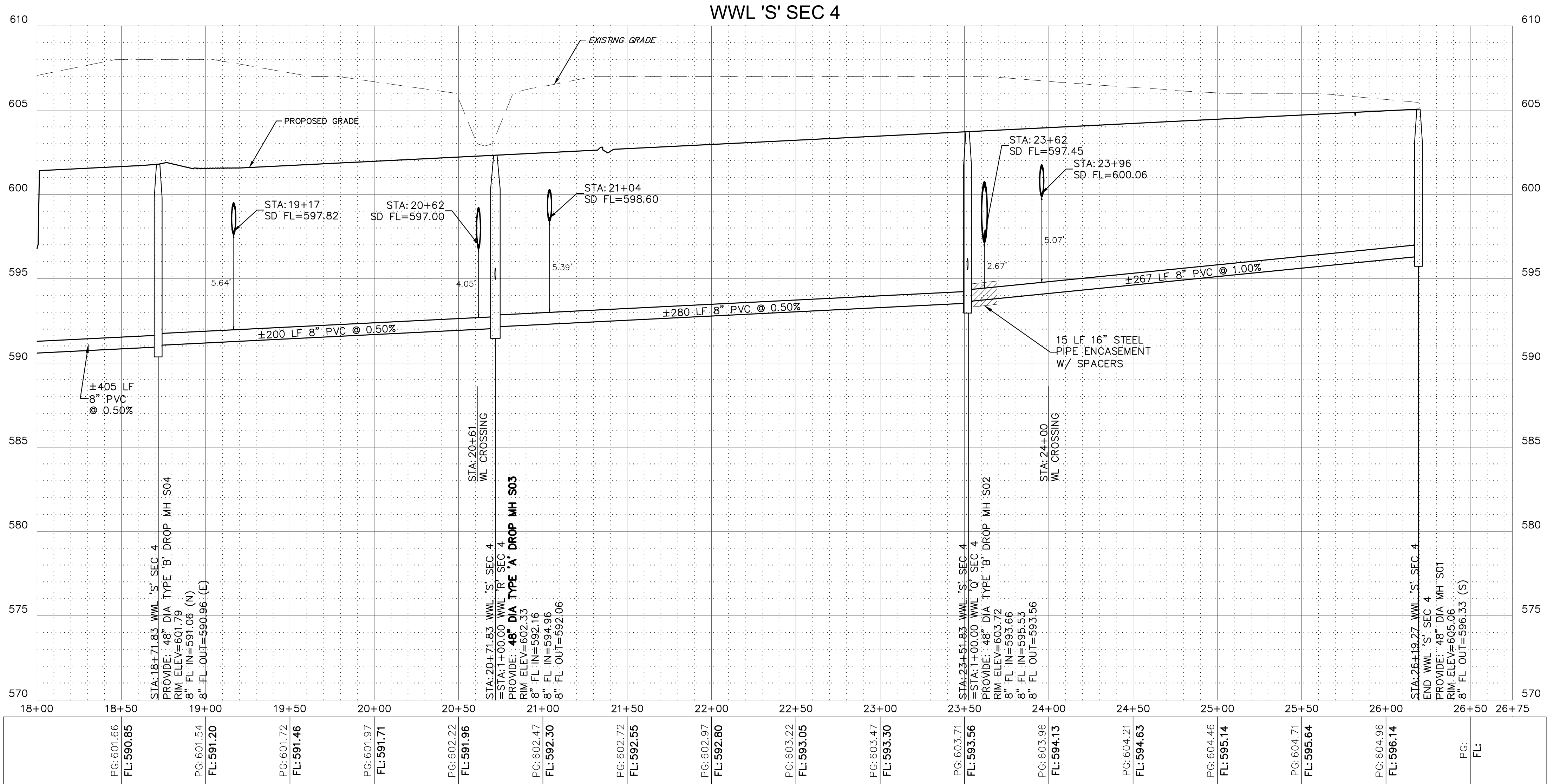
REVISIONS/CORRECTIONS		BY
NO.	DATE	DESCRIPTION

PROJECT NUMBER 00135-003	DATE 1/25/2021	DESIGNED KKE	CHECKED JTW
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SHEET NO. 61 OF 73
1701-ENG



- LEGEND
- SUBJECT TRACT PROPERTY LINE
 - FUTURE LOTS
 - ADJACENT TRACTS
 - PROPOSED WASTEWATER LINE
 - PROPOSED WATER LINE
 - PROPOSED STORMDRAIN LINE
 - PROPOSED STORMDRAIN MANHOLE
 - PROPOSED FIRE HYDRANT
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 - PROPOSED WASTEWATER MANHOLE
 - PROPOSED DOUBLE SERVICE CONNECTION
 - PROPOSED SINGLE SERVICE CONNECTION



PROFILE SCALE
1"=40' HORIZONTAL
1"= 4' VERTICAL

NOTES:

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CITY OF HUTTO APPROVAL:

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WWL 'S' PLAN & PROFILE
(STA 18+00 TO END)

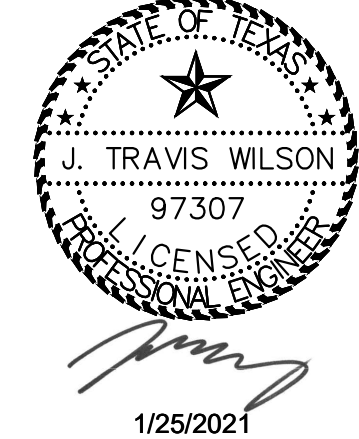
REVISIONS/CORRECTIONS

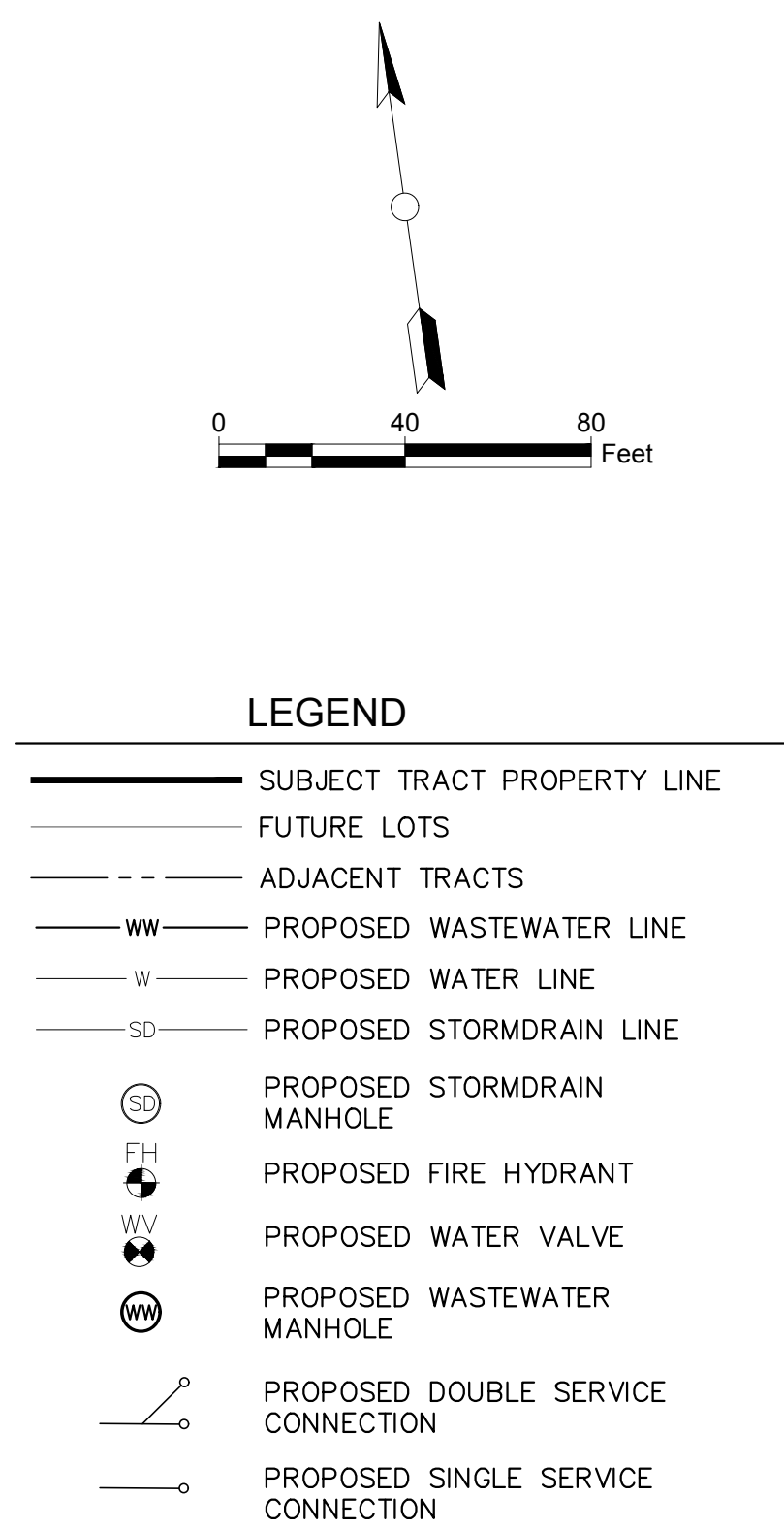
NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER 00135-003	DATE: 1/25/2021	DESIGNED: KKE	CHECKED: JTW
-----------------------------	--------------------	---------------	--------------

SHEET NO.
63 OF 73
1701-ENG

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TBPE FIRM REG. NO. F-16302





REPLACEMENT SHEET

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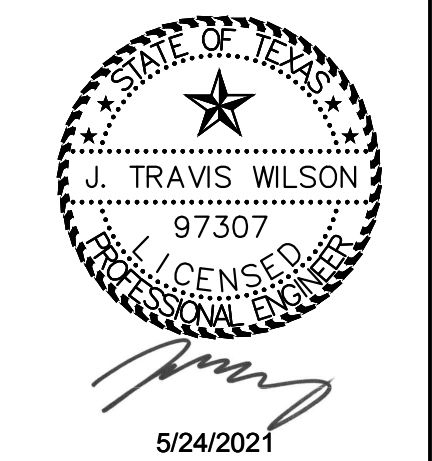
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CITY OF HUTTO APPROVAL

SHEET NO.		PROJECT NUMBER 00135-003		REVISIONS/CORRECTIONS			
65 OF 74		DATE: 5/24/2021		NO. R5	DATE 5/24/21	DESCRIPTION ADDED AIR RELEASE VALVE (RPT-009)	BY JTW
		DESIGNED: KKE					
		CHECKED: JTW					
1701-ENG							

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

FORCE MAIN ADJUSTMENTS

P:\00135 Intermandeco\003 Hutto, Brooklands\05_CADD-Brooklands\Construction Sheets - Section 04\00135-003wprf.dwg 5/24/2021 2:40 PM

WWL 'Q' PIPE & POPULATION INFO									
WWL SEGMENT	SEGMENT END WITH WWMH	STA FROM	STA TO	DIA. (IN)	SLOPE (FT/FT)	LUE'S	DEV. AREA (AC)	OTHER SYSTEM LUES	OTHER SYSTEM AREA (AC)
Q01	S02	4+51	1+00	8	0.006	18	2.32	0.00	0.00

WWL 'R' PIPE & POPULATION INFO									
WWL SEGMENT	SEGMENT END WITH WWMH	STA FROM	STA TO	DIA. (IN)	SLOPE (FT/FT)	LUE'S	DEV. AREA (AC)	OTHER SYSTEM LUES	OTHER SYSTEM AREA (AC)
R01	S03	4+67	1+00	8	0.005	14	2.43	0	0.00

WWL 'S' PIPE & POPULATION INFO									
WWL SEGMENT	SEGMENT END WITH WWMH	STA FROM	STA TO	DIA. (IN)	SLOPE (FT/FT)	LUE'S	DEV. AREA (AC)	OTHER SYSTEM LUES	OTHER SYSTEM AREA (AC)
S01	S02	26+26	23.59	8	0.005	5	0.79	18	2.32
S02	S03	23.59	20+79	8	0.005	0	0.00	14	2.43
S03	S04	20+79	18+79	8	0.005	0	0.00	0	0.00
S04	OFF S05	18+79	14+61	8	0.005	0	0.00	0	0.00
OFF S05	OFF S06	14+61	12+75	8	0.005	3	0.72	0	0.00
OFF S06	OFF S07	12+75	9+75	8	0.005	4	1.07	0	0.00
OFF S07	OFF S08	9+75	6+80	8	0.005	5	1.00	0	0.00
OFF S08	OFF S09	6+80	2+35	8	0.005	8	1.54	0	0.00
OFF S09	OFF A04	2+35	1+00	8	0.005	0	0.00	0	0.00

FLOW CALCULATIONS												
CUMUL. LUE'S	CUMUL. DEV. AREA (AC)	POP.	ADWF (GPM)	MFF	MDWF (GPM)	CALC PF	PF USED	PDWF (GPM)	INFILT. RATE (GPD/AC)	INFILT. RATE (GPM/AC)	INFILT. RATE (GPM)	PWWF (GPM)
18	2.32	63	3.06	0.108	0.33	4.29	4.00	12.25	750	0.52	1.21	13.46

FLOW CALCULATIONS												
CUMUL. LUE'S	CUMUL. DEV. AREA (AC)	POP.	ADWF (GPM)	MFF	MDWF (GPM)	CALC PF	PF USED	PDWF (GPM)	INFILT. RATE (GPD/AC)	INFILT. RATE (GPM/AC)	INFILT. RATE (GPM)	PWWF (GPM)
14	2.43	49	2.38	0.103	0.24	4.32	4.00	9.53	750	0.52	1.27	10.80

FLOW CALCULATIONS												
CUMUL. LUE'S	CUMUL. DEV. AREA (AC)	POP.	ADWF (GPM)	MFF	MDWF (GPM)	CALC PF	PF USED	PDWF (GPM)	INFILT. RATE (GPD/AC)	INFILT. RATE (GPM/AC)	INFILT. RATE (GPM)	PWWF (GPM)
23	3.12	80.5	3.91	0.113	0.44	4.27	4.00	15.65	750	0.52	1.62	17.28
37	5.55	129.5	6.30	0.124	0.78	4.21	4.00	25.18	750	0.52	2.89	28.07
37	5.55	129.5	6.30	0.124	0.78	4.21	4.00	25.18	750	0.52	2.89	28.07
37	5.55	129.5	6.30	0.124	0.78	4.21	4.00	25.18	750	0.52	2.89	28.07
40	6.27	140	6.81	0.126	0.86	4.20	4.00	27.22	750	0.52	3.26	30.49
44	7.34	154	7.49	0.129	0.96	4.19	4.00	29.94	750	0.52	3.82	33.77
49	8.34	171.5	8.34	0.131	1.10	4.17	4.00	33.35	750	0.52	4.34	37.69
57	9.88	199.5	9.70	0.135	1.31	4.15	4.00	38.79	750	0.52	5.15	43.94
57	9.88	199.5	9.70	0.135	1.31	4.15	4.00	38.79	750	0.52	5.15	43.94

FLOW SUMMARY					
PDWF (GPM)	PDWF VELOCITY (FPS)	PDWF DEPTH (FT)	PWWF (GPM)	PWWF VELOCITY (FPS)	PWWF DEPTH (FT)
12.25	1.18	0.08	13.46	1.21	0.08

FLOW SUMMARY					
PDWF (GPM)	PDWF VELOCITY (FPS)	PDWF DEPTH (FT)	PWWF (GPM)	PWWF VELOCITY (FPS)	PWWF DEPTH (FT)
9.53	1.04	0.07	10.80	1.07	0.08

FLOW SUMMARY					
PDWF (GPM)	PDWF VELOCITY (FPS)	PDWF DEPTH (FT)	PWWF (GPM)	PWWF VELOCITY (FPS)	PWWF DEPTH (FT)
15.65	1.20	0.09	17.28	1.24	0.10
25.18	1.38	0.12	28.07	1.43	0.12
25.18	1.38	0.12	28.07	1.43	0.12
25.18	1.38	0.12	28.07	1.43	0.12
27.22	1.42	0.12	30.49	1.46	0.13
29.94	1.46	0.13	33.77	1.51	0.13
33.35	1.50	0.13	37.69	1.56	0.14
38.79	1.57	0.14	43.94	1.63	0.15
38.79	1.57	0.14	43.94	1.63	0.15



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DISCREPANCIES.

CITY OF HUTTO APPROVAL:

PROJECT NUMBER
00135-003

DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

SHEET NO.

66 OF 73

1701-ENG

BROOKLANDS SECTION 4

HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WW SYSTEM QVD CALCULATIONS

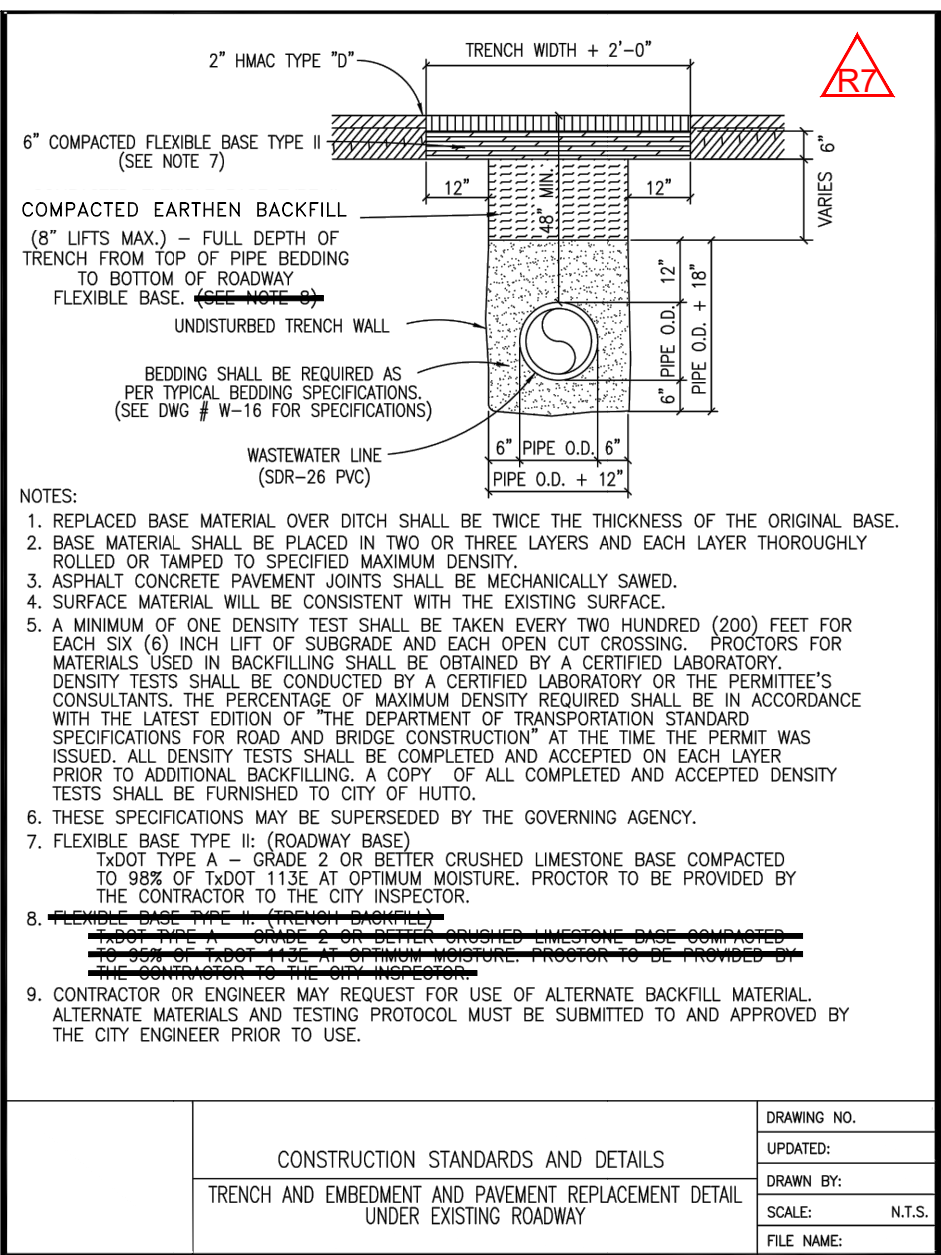
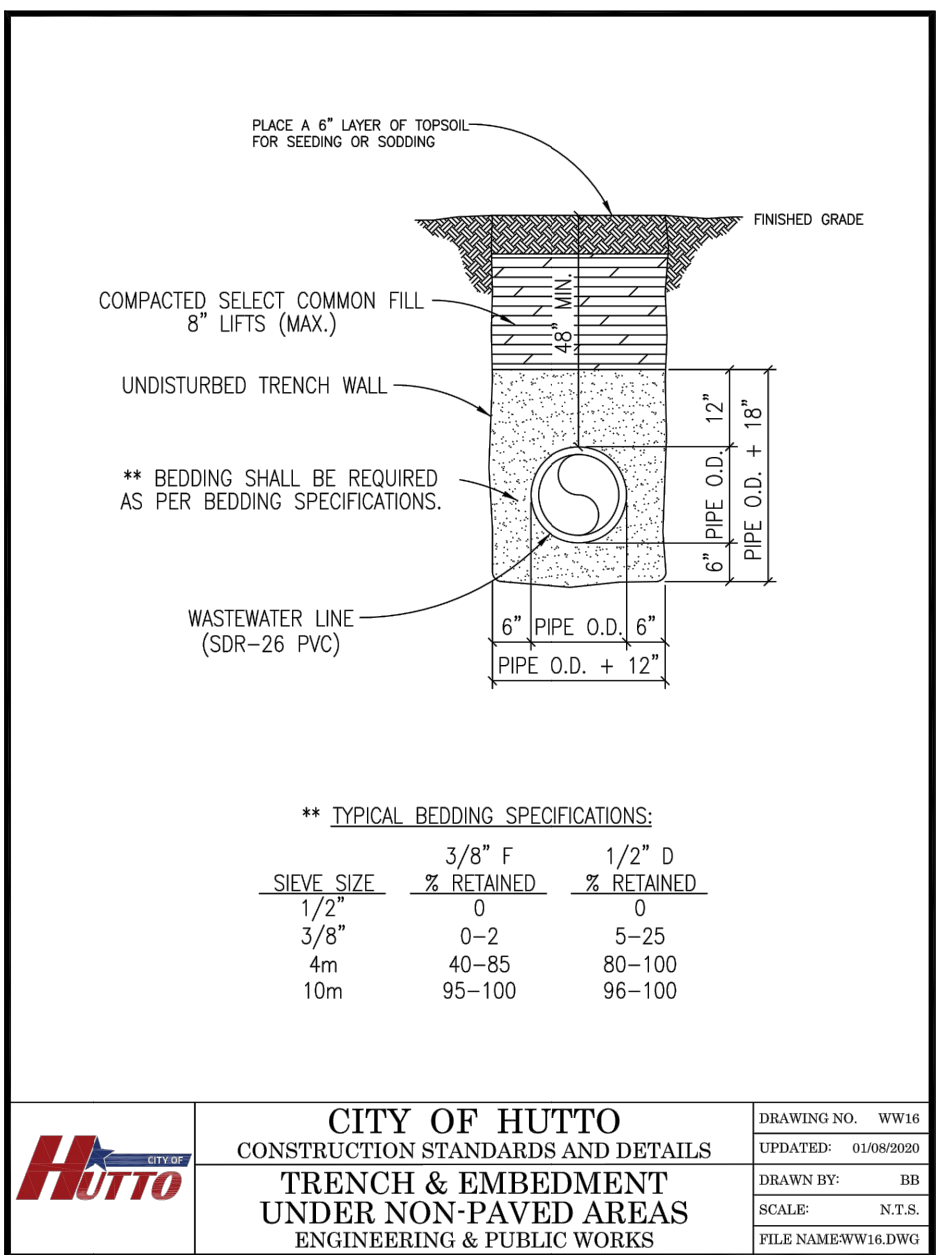
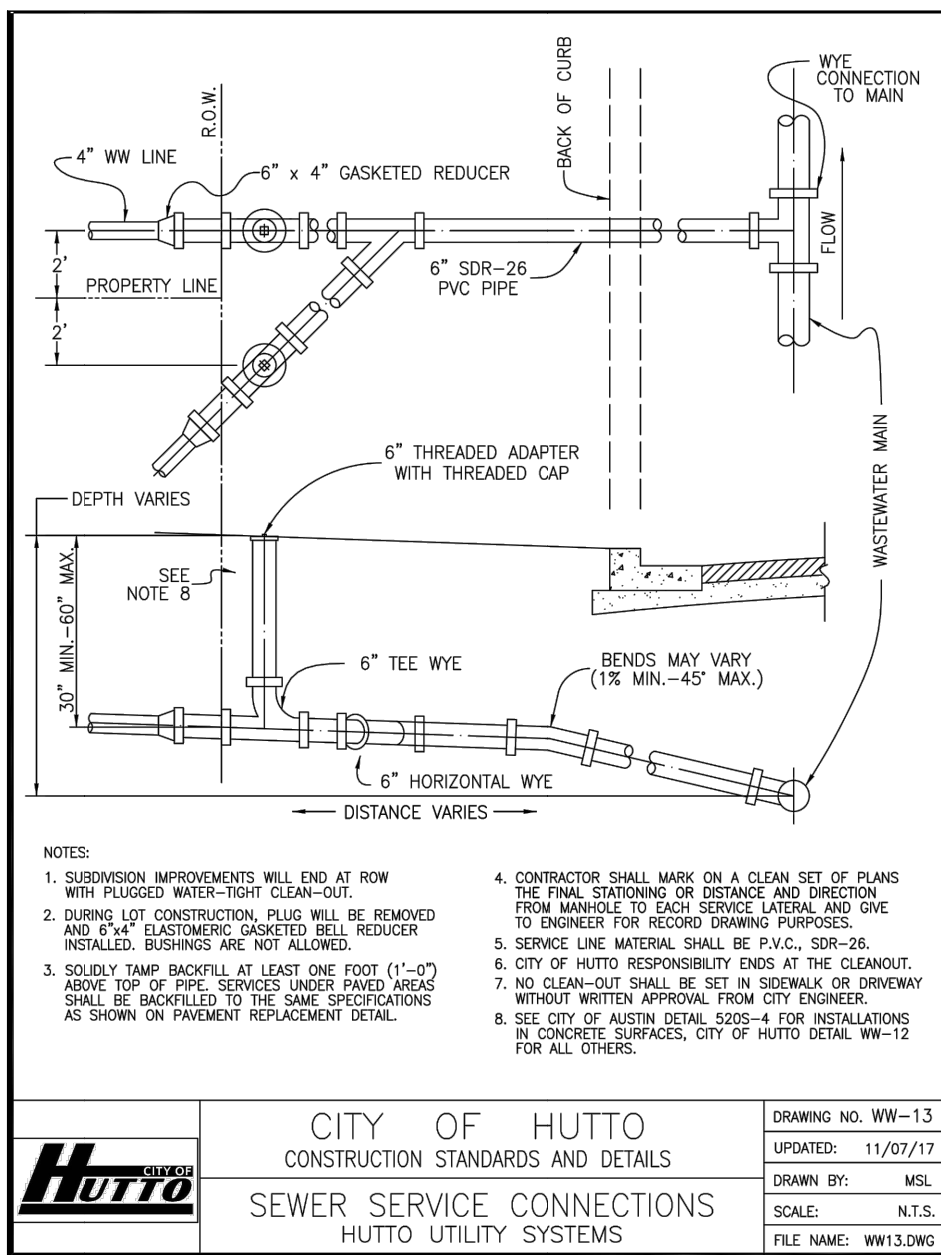
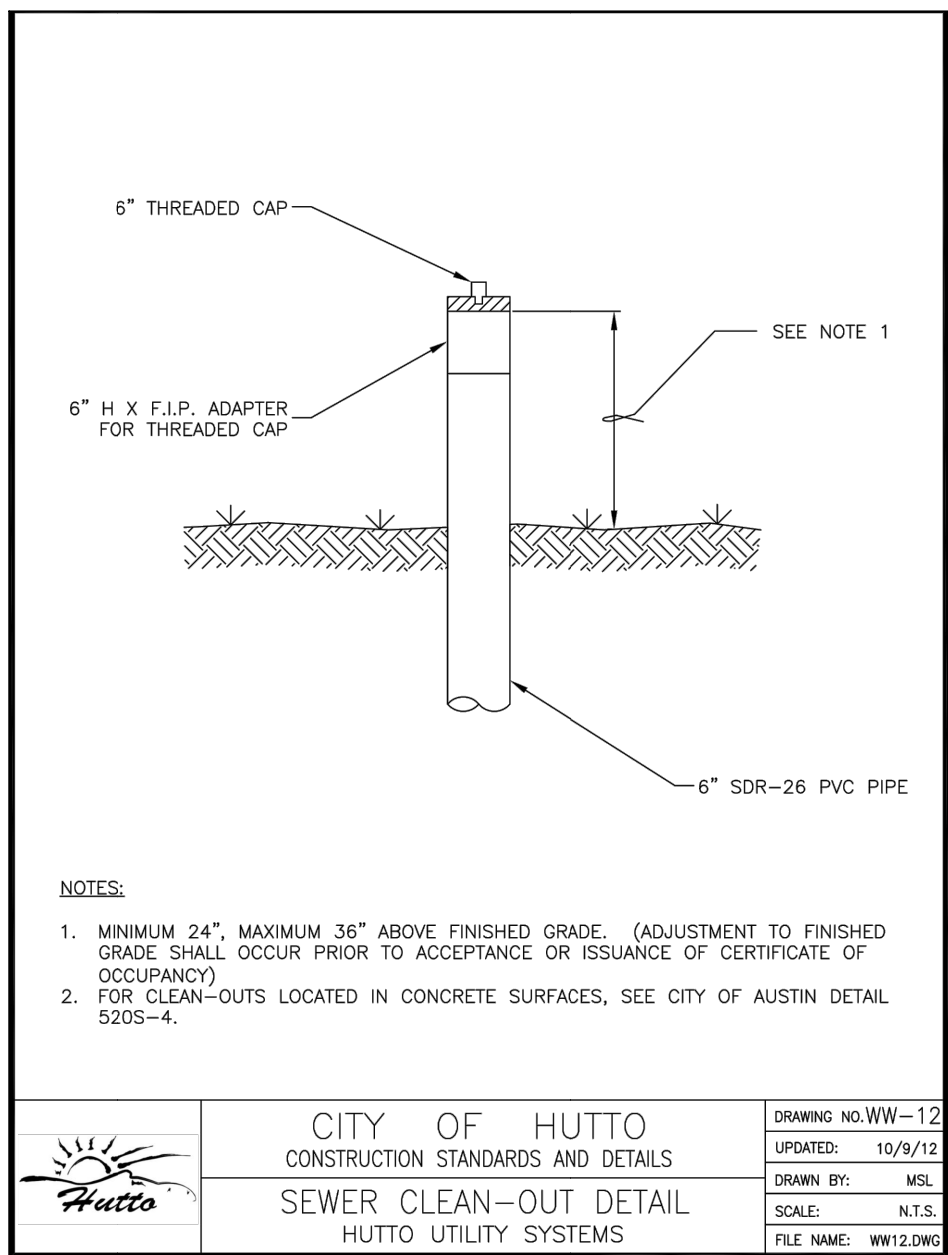
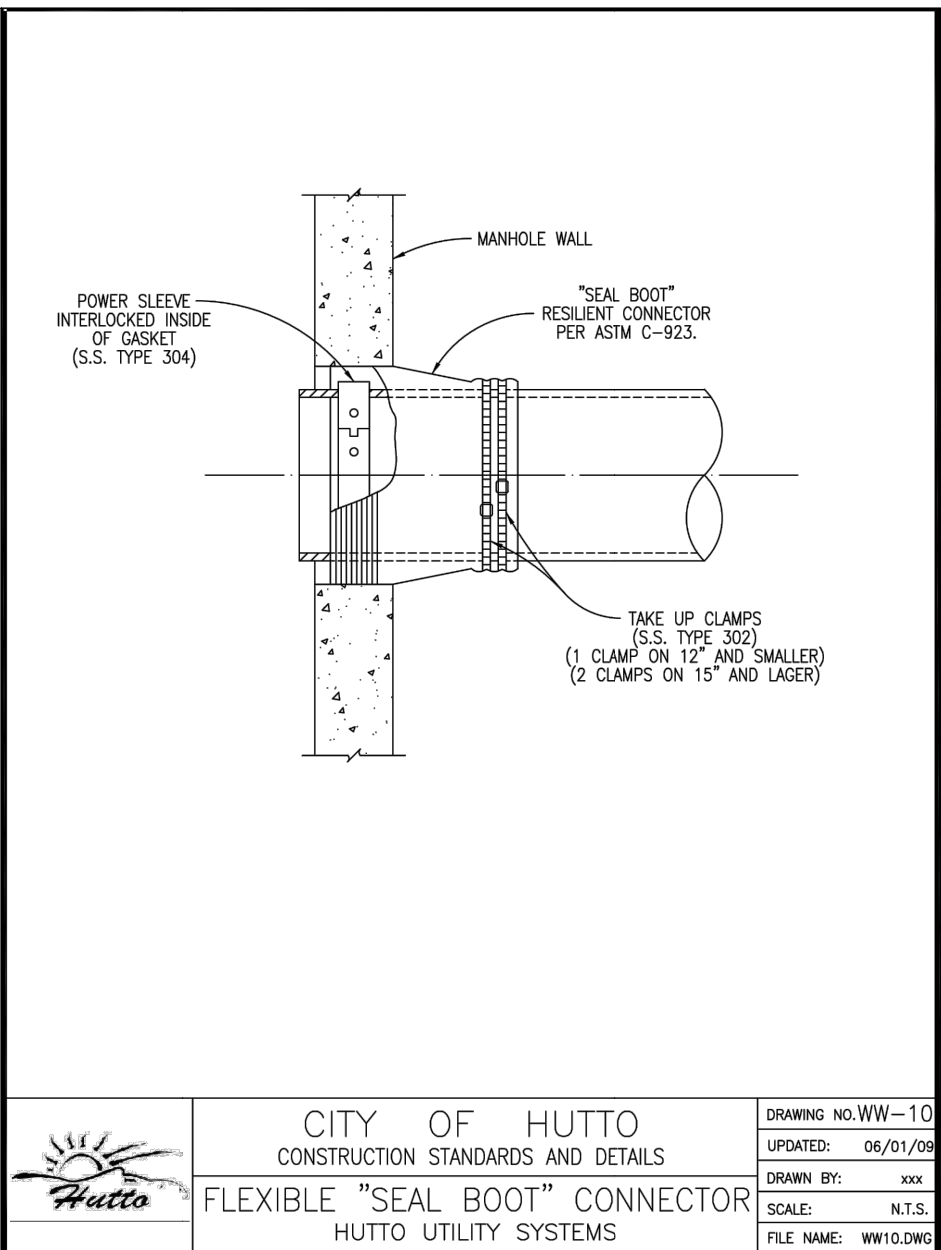
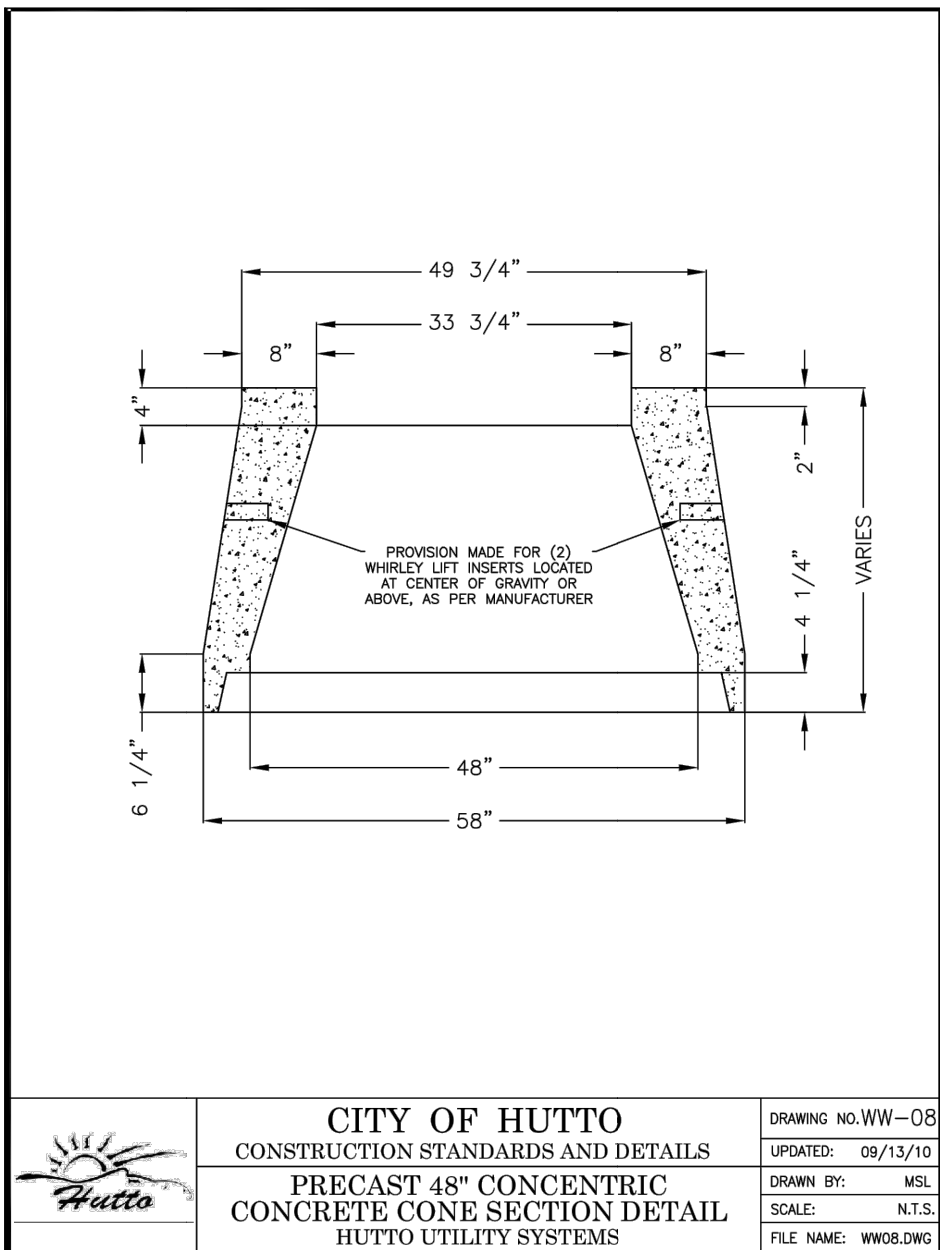
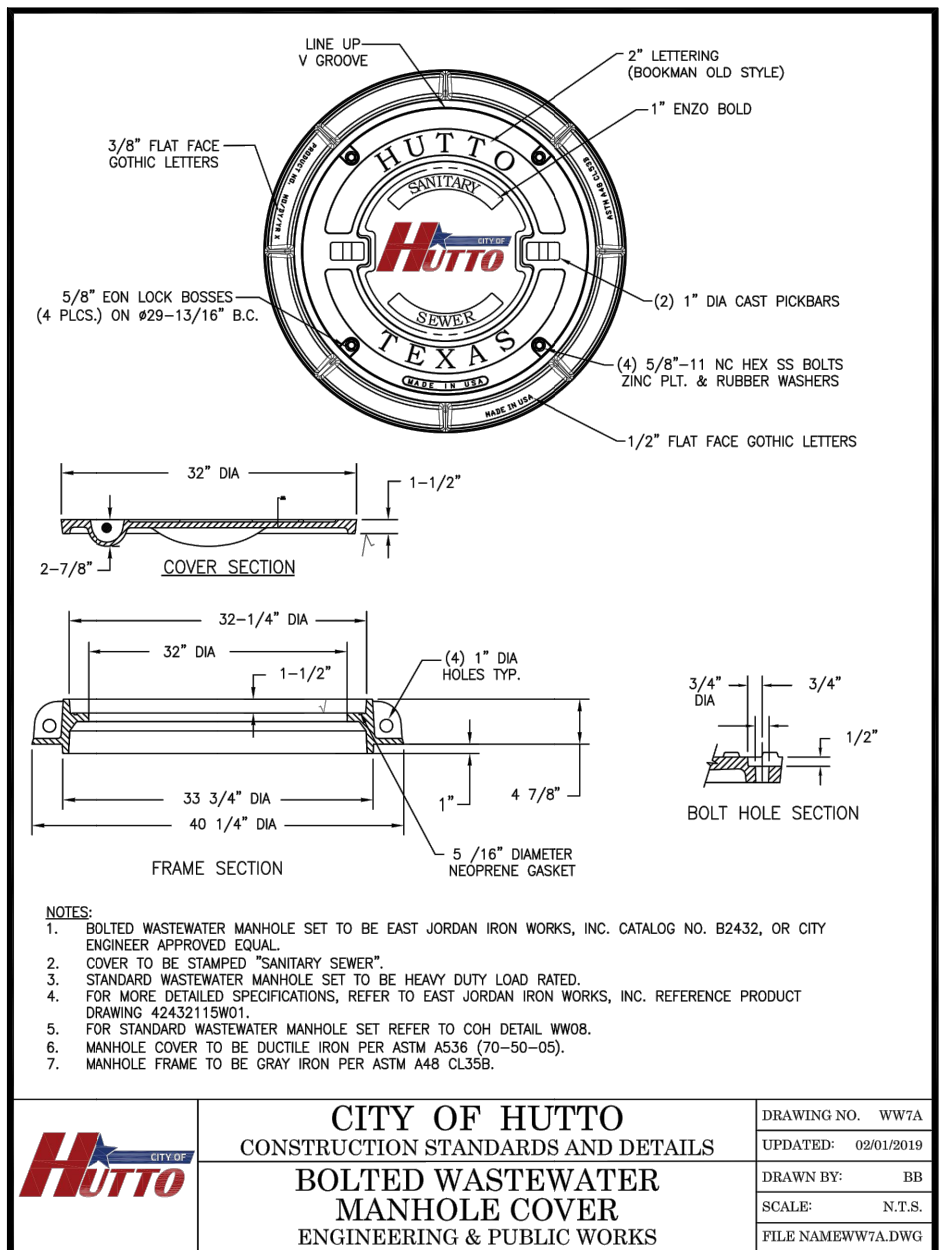
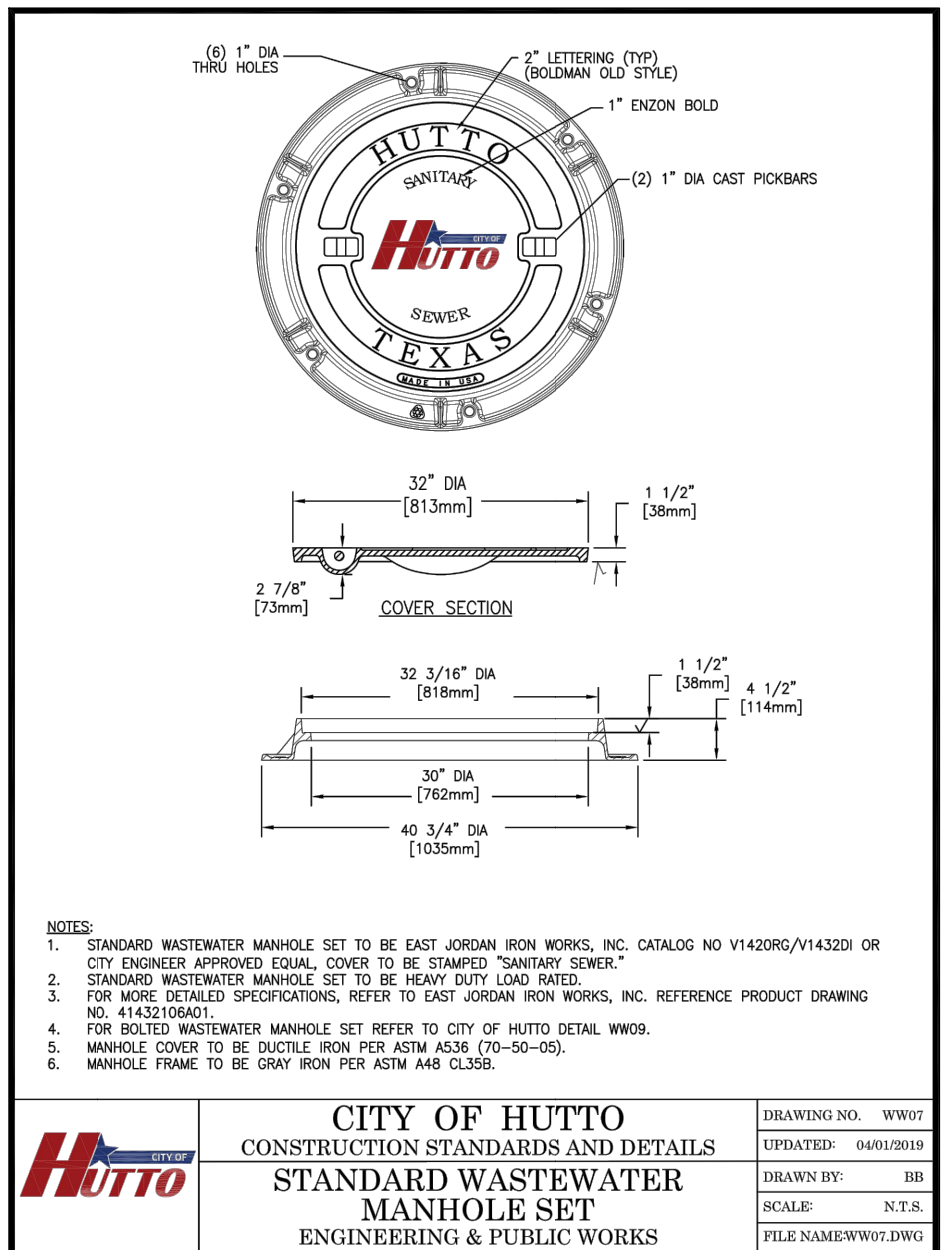
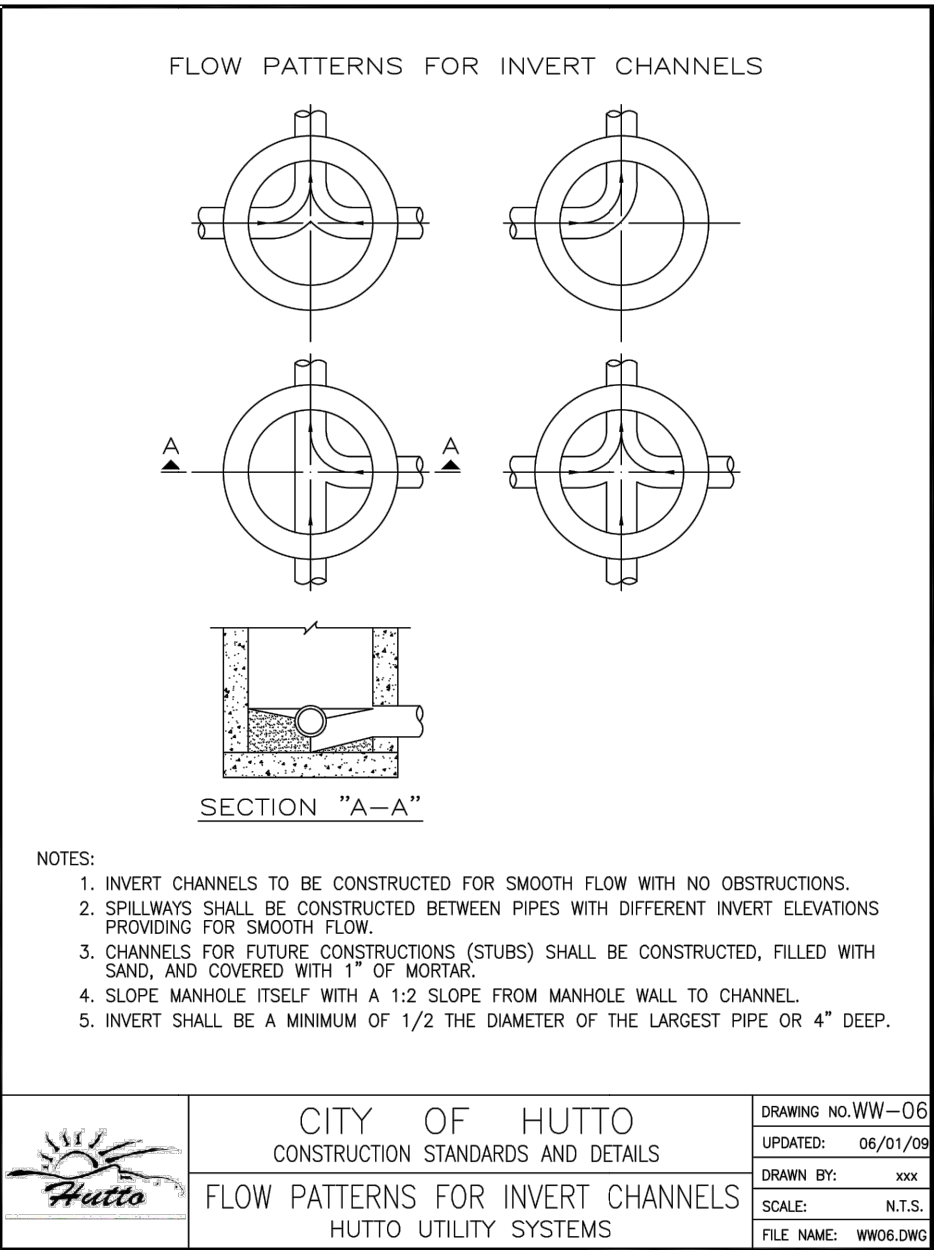
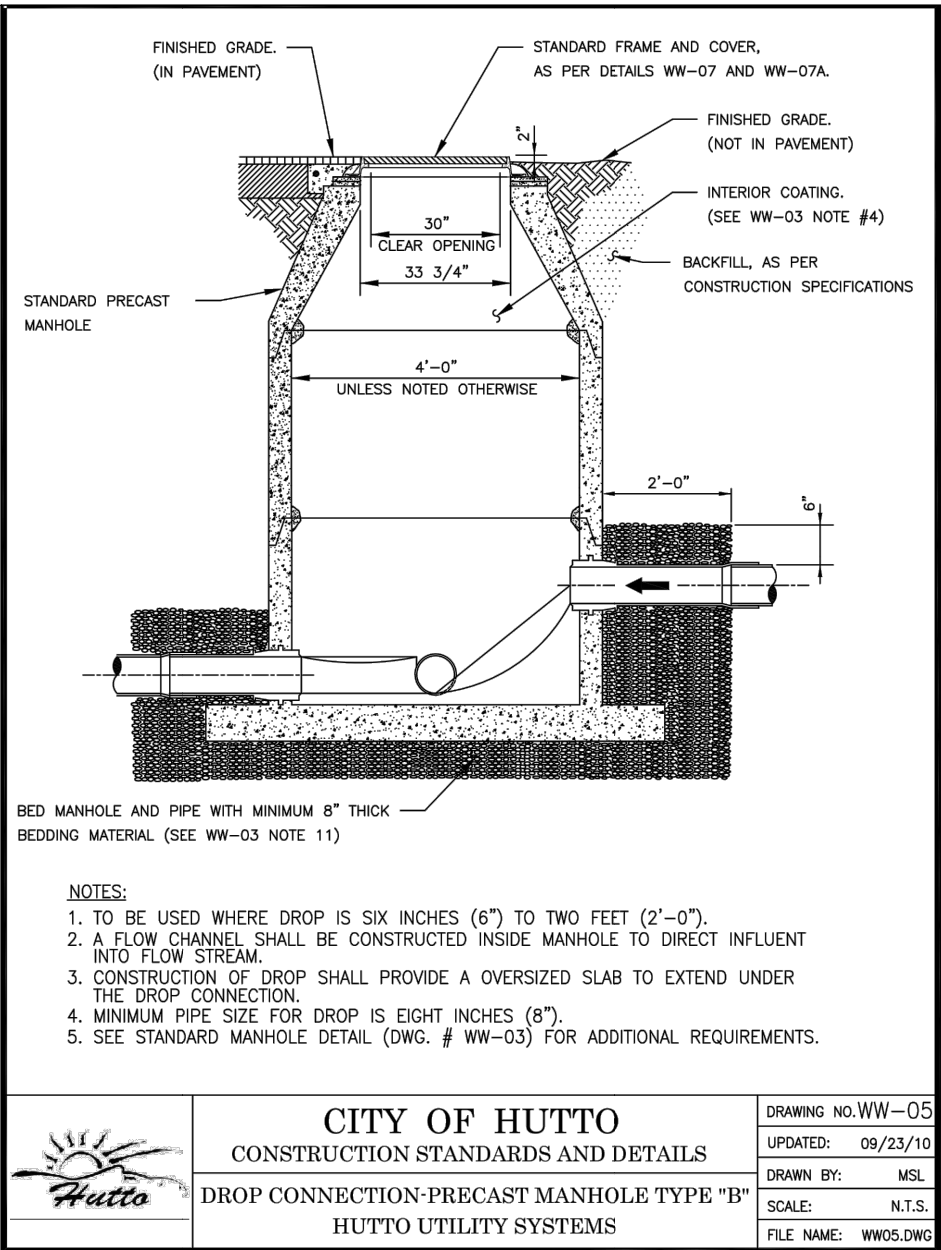
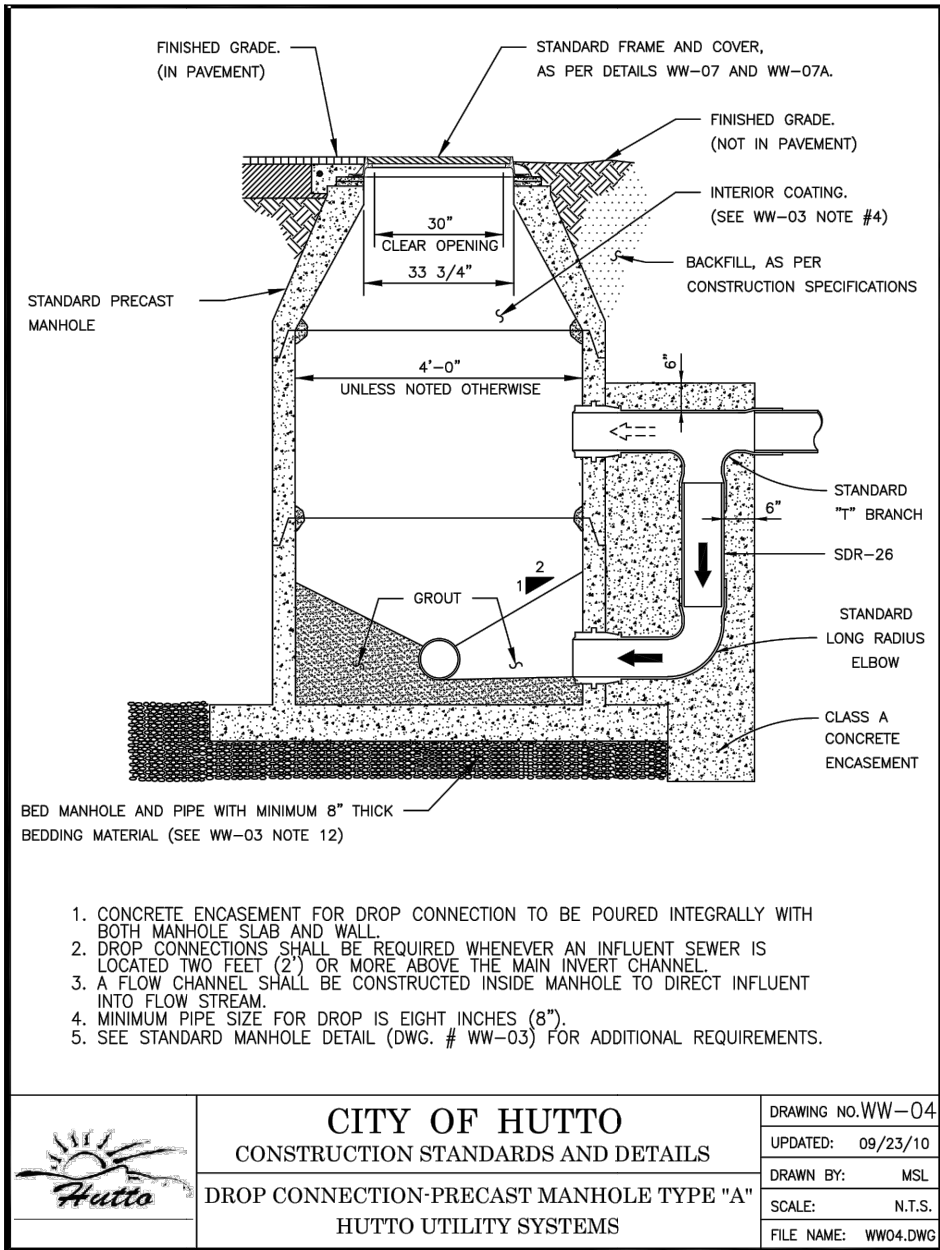
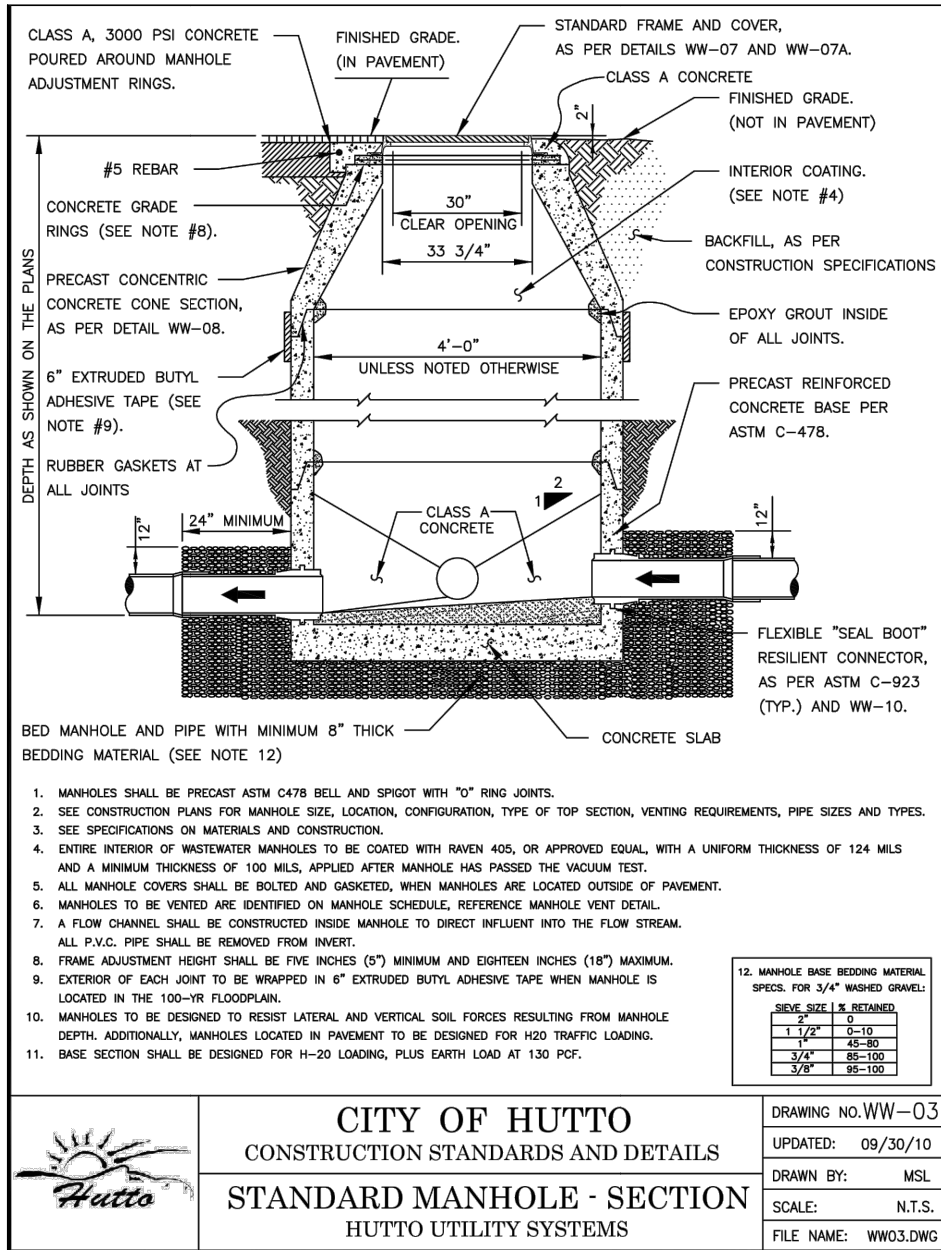
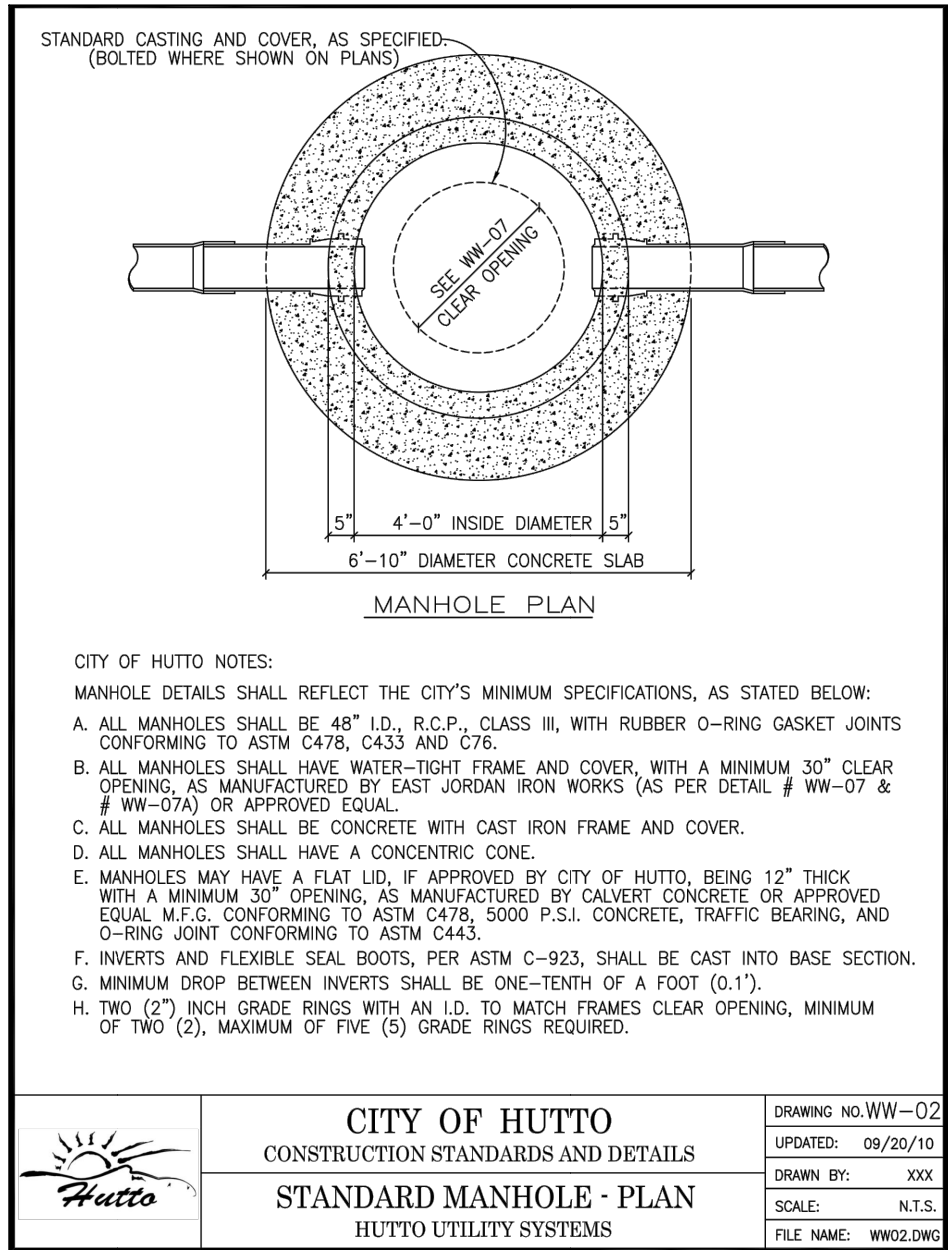


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REPLACEMENT SHEET



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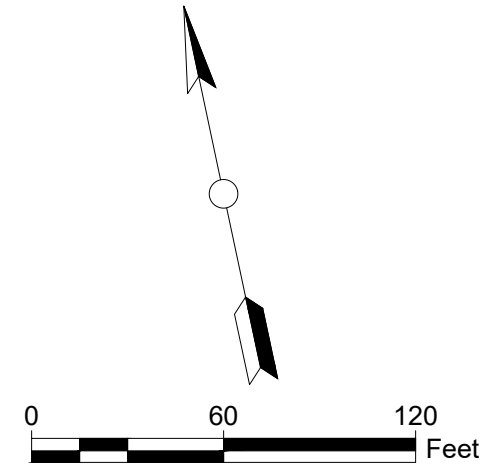


BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

WASTEWATER UTILITY DETAILS 1 OF 2

REVISIONS / CORRECTIONS			
NO.	DATE	DESCRIPTION	BY
R7	6/16/21	REISSUED W/ UPDATED DETAILS (R6-007)	JTW

PROJECT NUMBER 00135-003	DATE: 6/28/2021	DESIGNED: KKE	CHECKED: JTW
SHEET NO. 67 OF 74			
1701-ENG			



- LEGEND
- NO PARKING
12"x18"
 - STOP
30"x30"

- NOTES:
- ALL SIGNS, STRIPING, AND SIGN AND STRIPING PLACEMENT SHALL CONFORM TO THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL.
 - ALL SIDEWALKS THAT FRONT OR SIDE A SINGLE FAMILY LOT SHALL BE CONSTRUCTED BY THE HOME BUILDER.
 - CIVIL CONSTRUCTION IS RESPONSIBLE FOR CONSTRUCTING SIDEWALKS ACROSS ALL COMMON AREAS (I.E. ALL OPEN SPACE, LANDSCAPE, PARKS, ECT.) AS REQUIRED BY THE CITY OF HUTTO.
 - ALL STREETS EXCEPT BROOKLANDS BOULEVARD ARE DESIGNED AS 30 MPH. BROOKLANDS BOULEVARD IS DESIGNED AS 35 MPH.

Know what's below.
Call before you dig.

CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CITY OF HUTTO APPROVAL:

Consulting • Engineering • Infrastructure
7320 N. MoPac Expressway, Suite 203
Austin, Texas 78731
Phone (512) 861-5300
www.miller-gray.com
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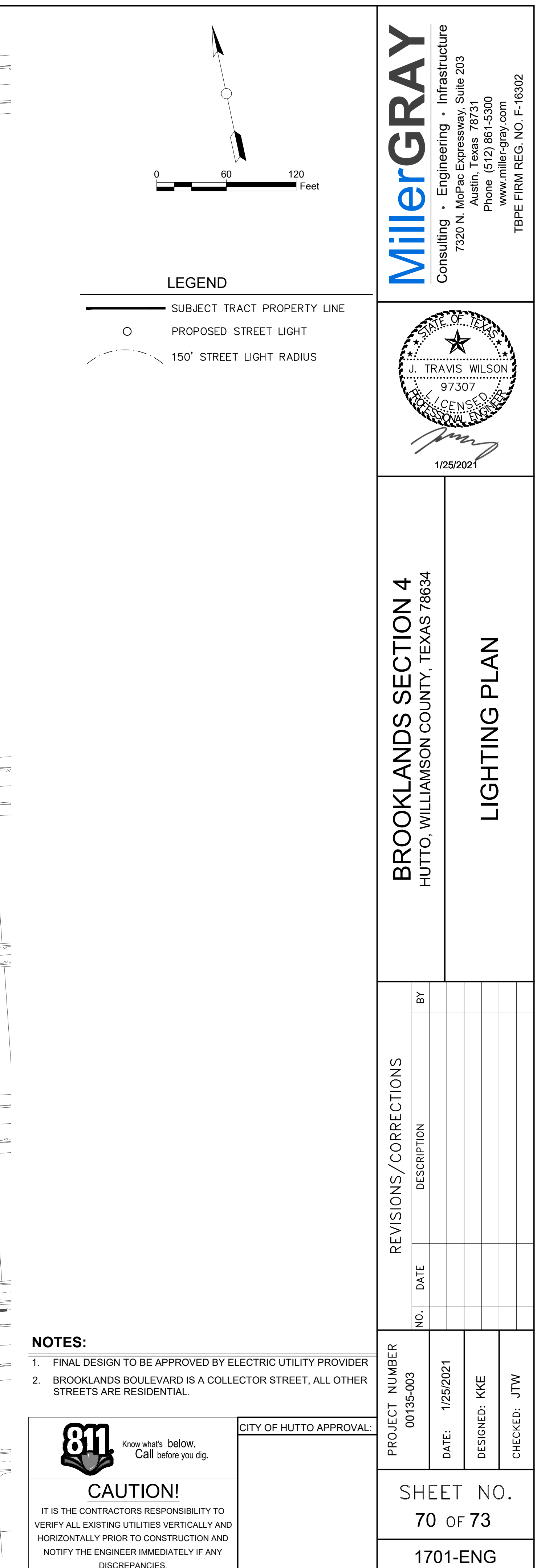
BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

SIGNAGE PLAN

REVISIONS/CORRECTIONS		PROJECT NUMBER 00135-003	DATE 1/25/2021	DESIGNED: KKE	CHECKED: JTJ
NO.	DESCRIPTION				

SHEET NO.
69 OF 73

1701-ENG





Consistent with LEED® goals
& Green Globe® criteria
for light pollution reduction

PRODUCT OVERVIEW



Features:

Rugged die-cast aluminum housing is powder-coated for durability and corrosion resistance

Two-bolt mast arm mount provides easy, secure installation and adjustability for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Optional four-bolt mounting provides extra security in high-vibration applications

Die-cast trigger latch on doorframe enables easy and secure one-hand opening for re-lamping and maintenance

Large surface area "breathing seal" gasket seals the optical chamber to prevent intrusion by insects and environmental contaminants. Heat-resistant gasket material remains effective over the life of the fixture

Wildlife shield is cast into the housing (not a separate piece) on the two-bolt unit and is easily adjustable for 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) mast arms.

Photocontrol receptacle is adjustable without tools

Anodized aluminum reflectors provide uniform lighting distribution with either flat or sag clear tempered glass

NEMA wattage label, terminal block, and NEMA photocontrol receptacle are standard

E30 mogul base socket standard

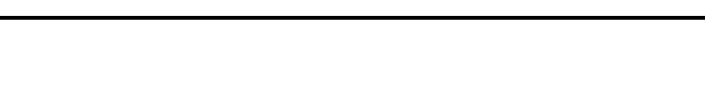
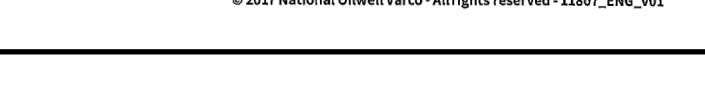
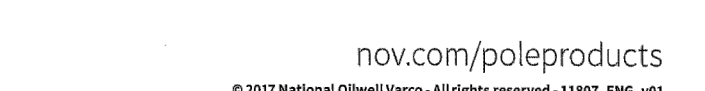
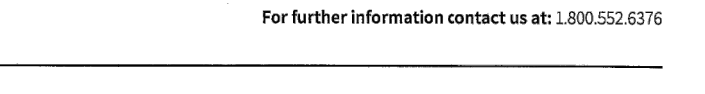
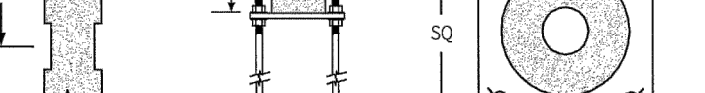
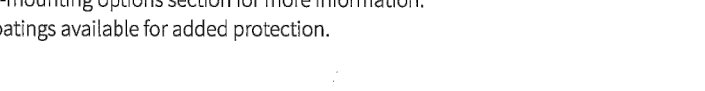
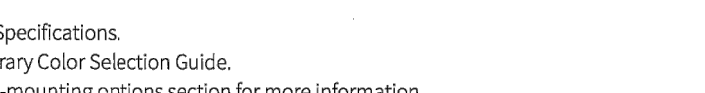
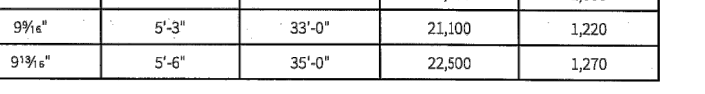
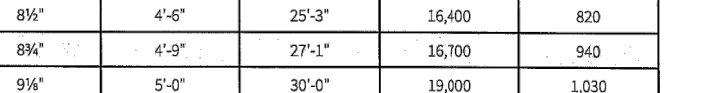
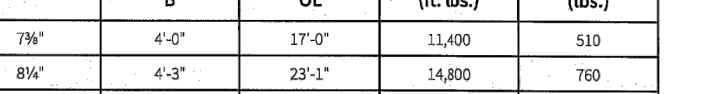
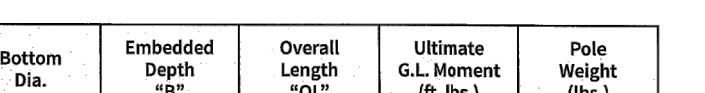
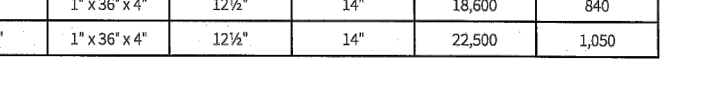
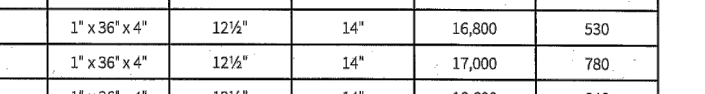
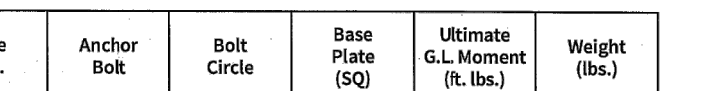
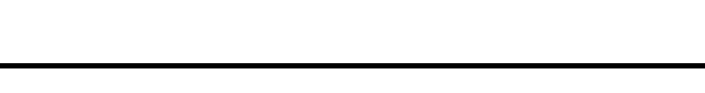
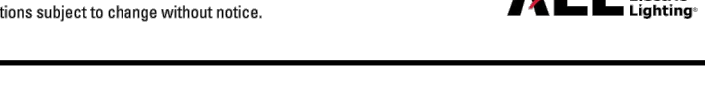
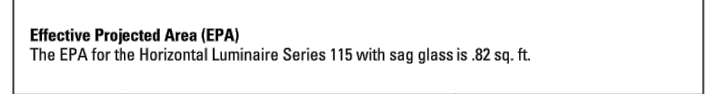
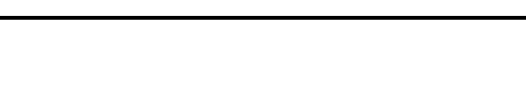
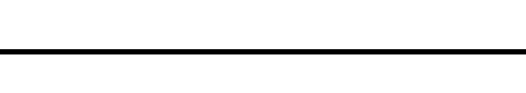
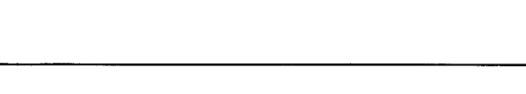
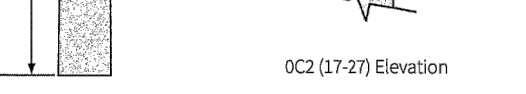
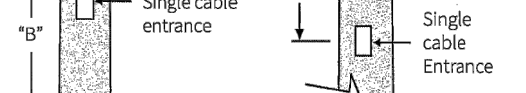
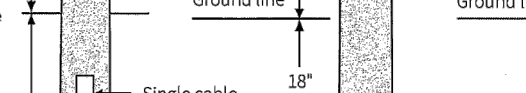
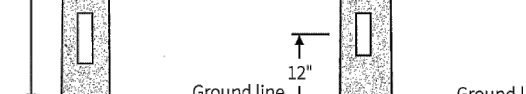
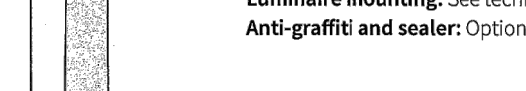
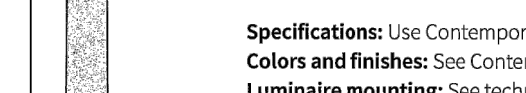
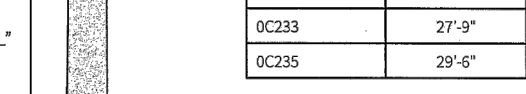
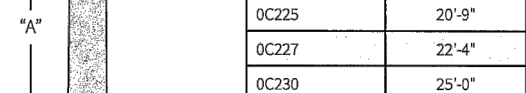
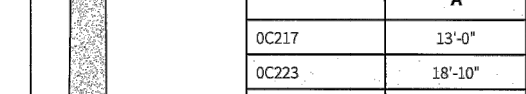
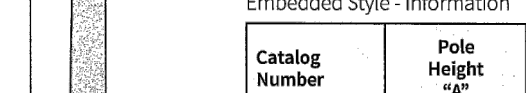
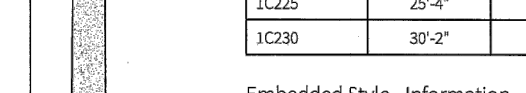
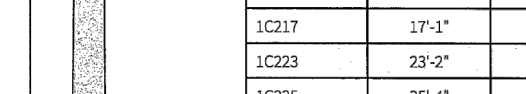
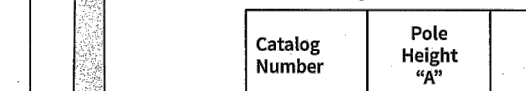
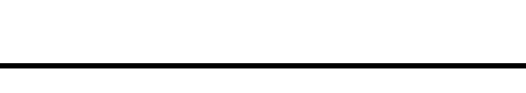
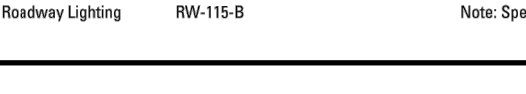
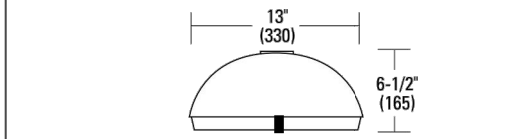
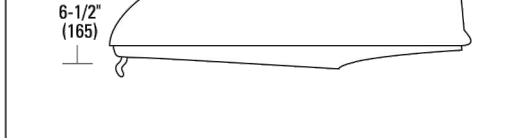
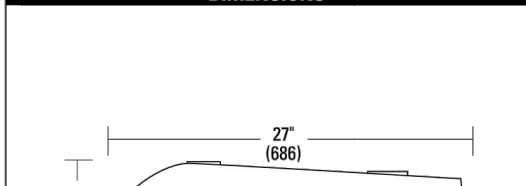
Suitable for -40°C

Complies with ANSI: C136.2, C136.10, C136.14, C136.15, C136.31

PREFERRED SELECTION CATALOG NUMBERS

115 10S CA MT1 R2 FG EC

DIMENSIONS



Roadway Series 115

Roadway Lighting — Cutoff Style

50-400W HPS, 70-250W MH

ORDERING INFORMATION

Example: 115 15S CA MT1 R3 FG LC PC HP

Series	Wattage / Source	Ballast	Voltage	Distribution
115	Single Door Cobhead			
05	50W	S	HPS	R2
07	70W	M	MH	R3
10	100W			
13	100/150W			
14	100/150W			
15	150W			
17	175W			
20	200W			
25	250W			
40	400W			

Options	Notes:
Mounting (blank) 2-bolt Internal EF External Fitter (2-bolt only) 4B 4-bolt Internal M2 2-bolt Internal 2" Setting E2 External Fitter 2" Mast Arm (2-bolt only) F2 4-bolt Internal 2" Setting	Photocontrol Receptacle (blank) NEMA Photocontrol Receptacle (standard) NR No Photocontrol Receptacle ¹ Starter ¹ (blank) Open Board (standard) EC Encapsulated Plug-in OP Open Plug-in
Paint ¹ (blank) Gray (standard) BK Black BZ Bronze DBB Dark Bronze WH White UP Unpainted	Misc. PC Photocontrol Included per Voltage Specified ¹ BF 3S Vibration ¹ BL Bubble Level SS Stainless Steel Fasteners (external) CF Charcoal Filter PL Distribution Pattern Indicator Label LA Lightning Arrestor (Void UL/CSA Certified Options) SH Shunting Cap ¹ HK Hinge Keeper HP High Performance ¹ RS Rubber Silicone Optical Gasket
Terminal Block (blank) Terminal Block (standard) T3 3 Wire Operation (L1, N, L2 Position) ¹	Optic Distribution R2 SG R3 SG R2 FG R3 FG HP R3 FG HP 05S ▲ ▲ ▲ ▲ ▲ ▲ 07S ▲ ▲ ▲ ▲ ▲ ▲ 07M ▲ ▲ ▲ ▲ ▲ ▲ 10S ▲ ▲ ▲ ▲ ▲ ▲ 10M ▲ ▲ ▲ ▲ ▲ ▲ 15S ▲ ▲ ▲ ▲ ▲ ▲ 13S ▲ ▲ ▲ ▲ ▲ ▲ 14S ▲ ▲ ▲ ▲ ▲ ▲ 15M ▲ ▲ ▲ ▲ ▲ ▲ 17M ▲ ▲ ▲ ▲ ▲ ▲ 20S ▲ ▲ ▲ ▲ ▲ ▲ 25S ▲ ▲ ▲ ▲ ▲ ▲ 25M ▲ ▲ ▲ ▲ ▲ ▲ 40S ▲ ▲ ▲ ▲ ▲ ▲
Listing UL UL Listed CS CSA Certified	
Fusing ¹ SF Single Fuse (120, 277, 347V) DF Double Fuse (208, 220, 240, 480V)	

AEL American Electric Lighting
AEL Headquarters, 3825 Columbia Road, Granville, OH 43023
www.americanelectriclighting.com
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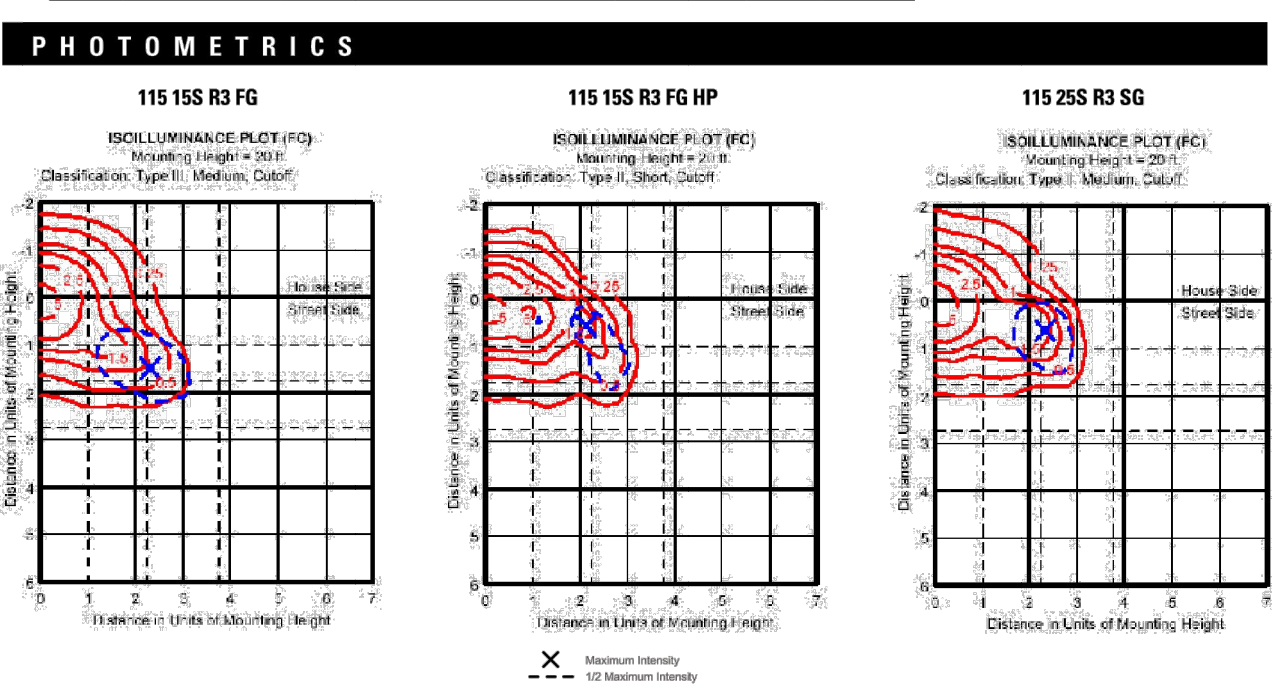
Warranty Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.
Please contact your sales representative for the latest product information.
RW-115-B

Roadway Series 115

Roadway Lighting — Cutoff Style

50-400W HPS, 70-250W MH

Watts	120	208	240	277	347	480	DT2	DT4
05S	RH/RN			XN				
07S	RH/RN	XN/XH	XN/XH	XN/XH	XH/XN	XN/XH		
07M	XN/XH	XN/XH	XN/XH	XN/XH				
10S	CAC/CMR/RH/RN	CAC/CMR/XH/XH	CAC/CMR/XH/XN	CAC/CMR/XH/XH	CA	CAC/CMR/XH/XN		
10M	XN/XH	XN/XH	XN/XH	XN/XH				
15S	CAC/CMR/RH/RN	CAC/CMR/XH/XH	CAC/CMR/XH/XN	XN/XH/CAC	XH/XN/CT	CAC/CMR/XH/XH		
13S	RN/RH							
14S	RN/RH							
15M	XN/XH/SC	XN/XH/SC	XN/XH/SC	XN/XH/SC		XN/XH		
17M	SC	SC	SC	SC	SC	SC		
20S	CAC/CMR/XH/XH	CAC/CT	CAC/CMR/XH/XH	CAC/CT		CA	CAC/CMR/XH/XH	MR
25S	CAC/CMR/XH/XH	CAC/CT	CAC/CMR/XH/XH	CAC/CT		CA	CAC/CMR/XH/XH	
25M	SC	SC	SC	SC	SC	SC	SC	
40S		RN/RH	RN/RH					

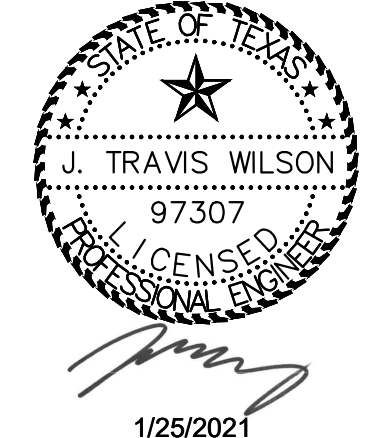


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1/25/2021

BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

LIGHTING PLAN DETAILS

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

DATE:
1/25/2021

DESIGNED: KKE

CHECKED: JTJ

SHEET NO.
71 OF 73

1701-ENG

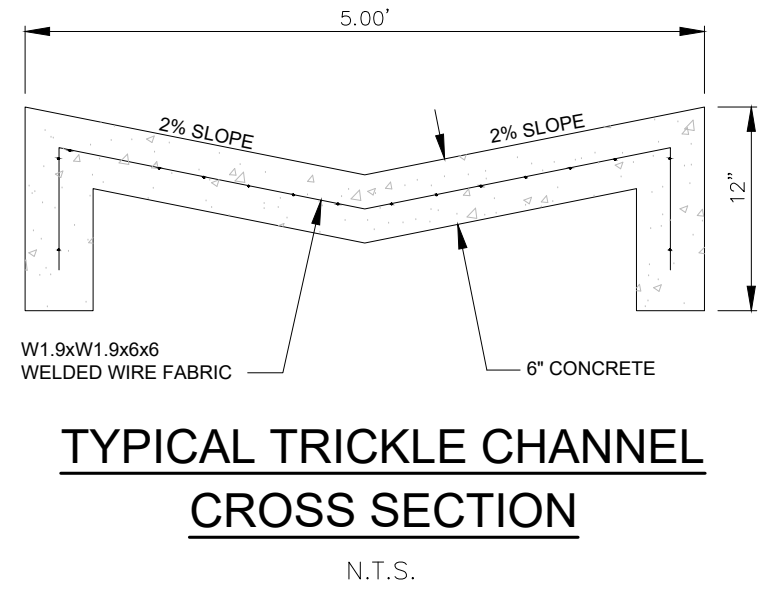
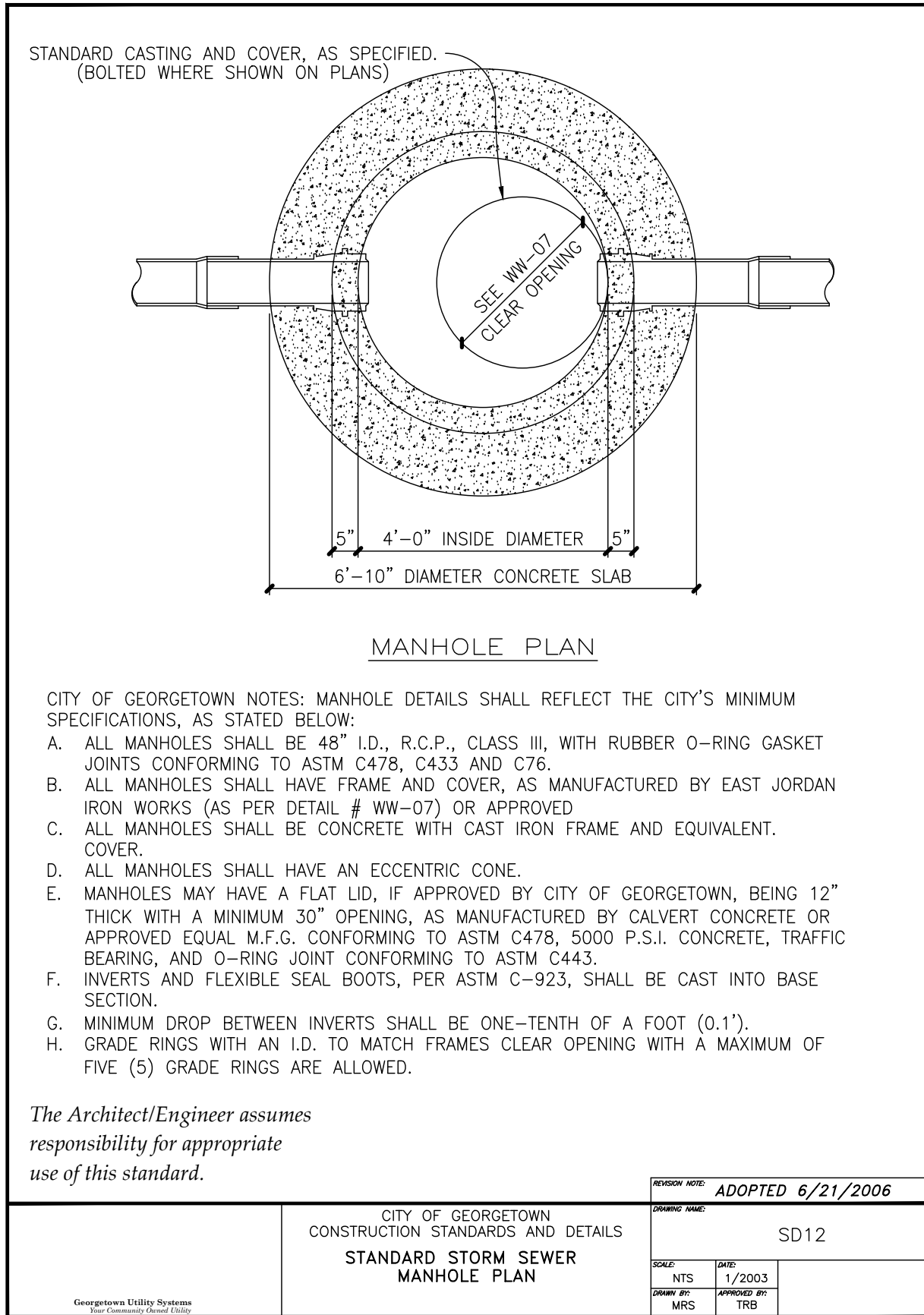
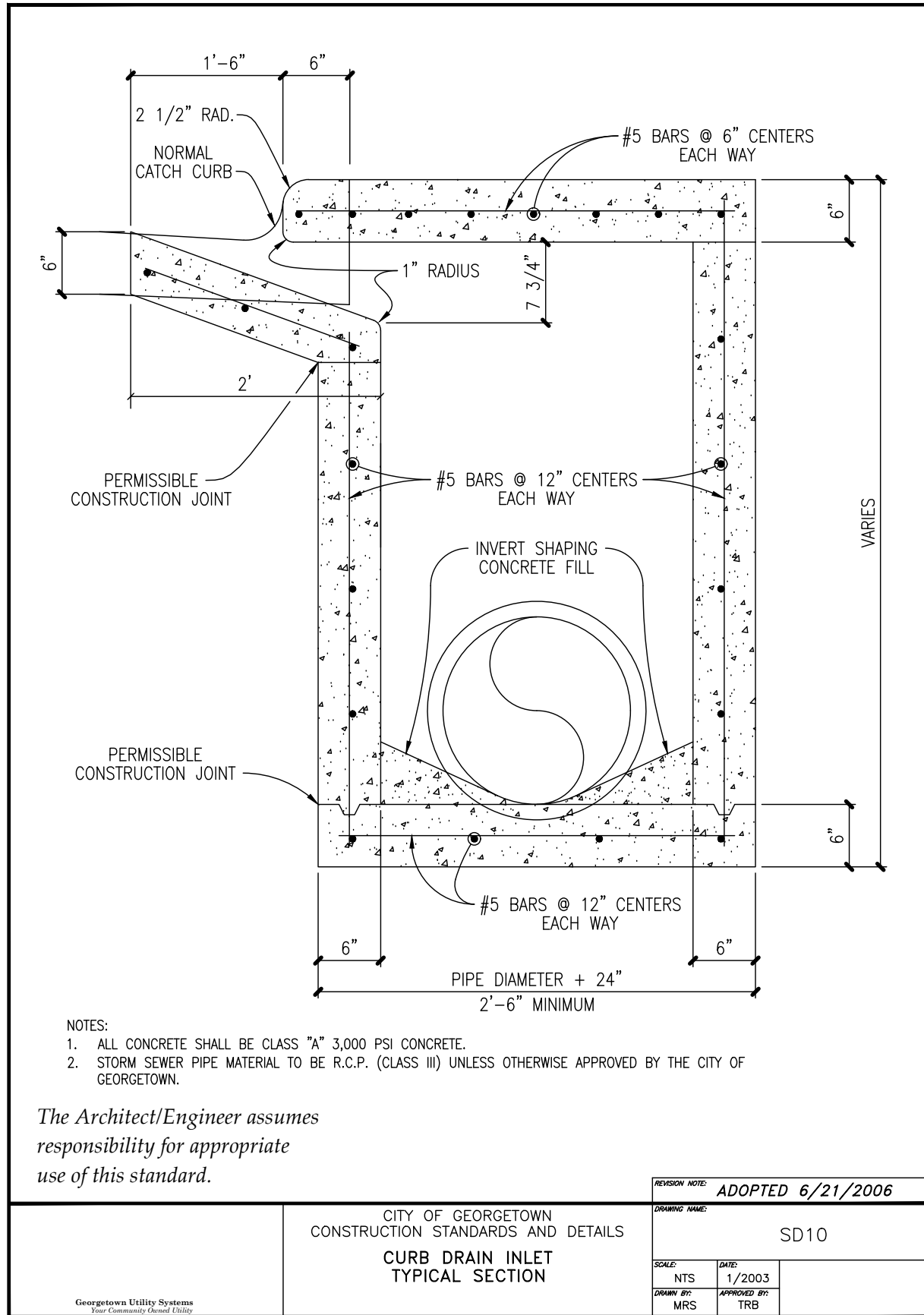
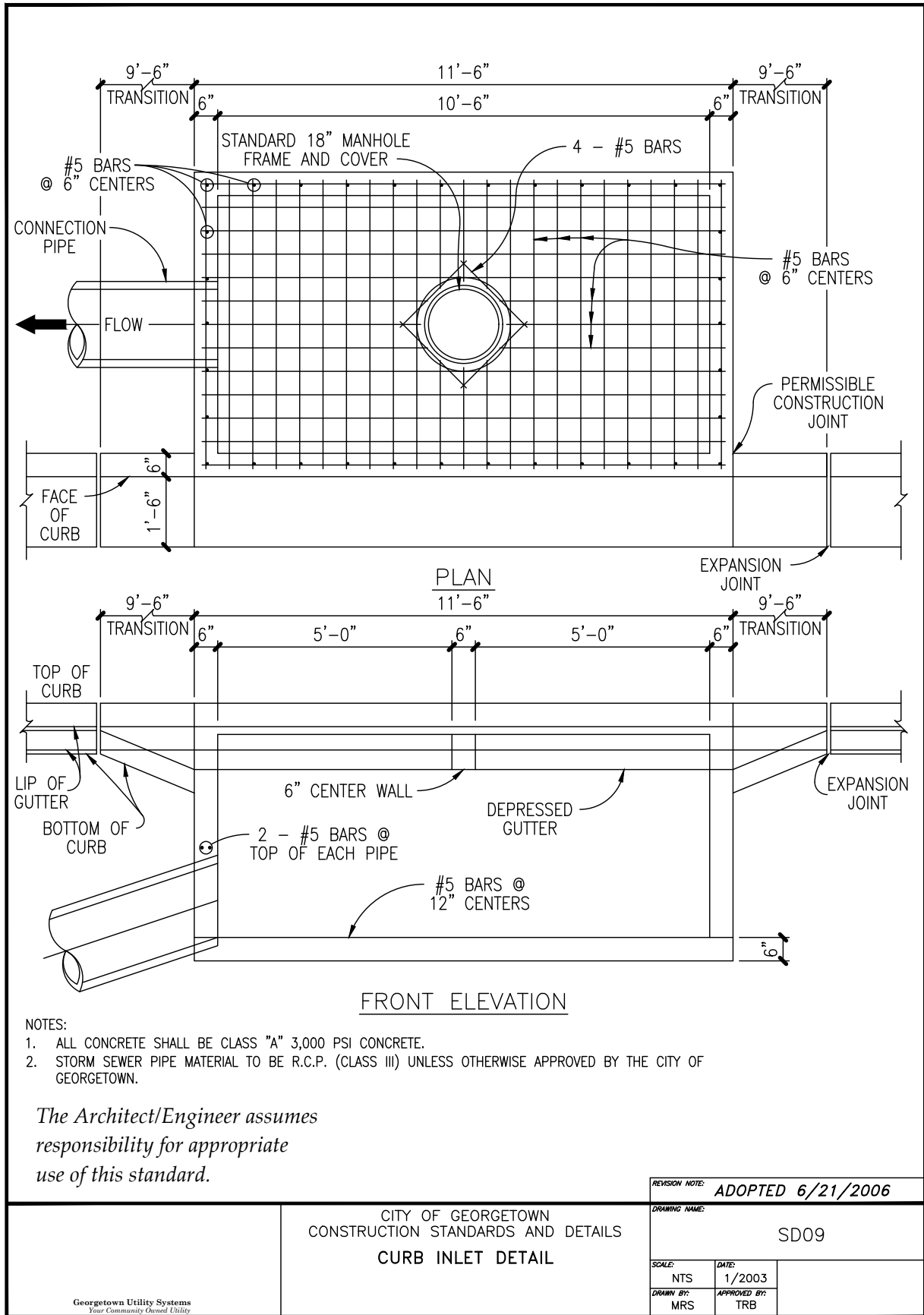
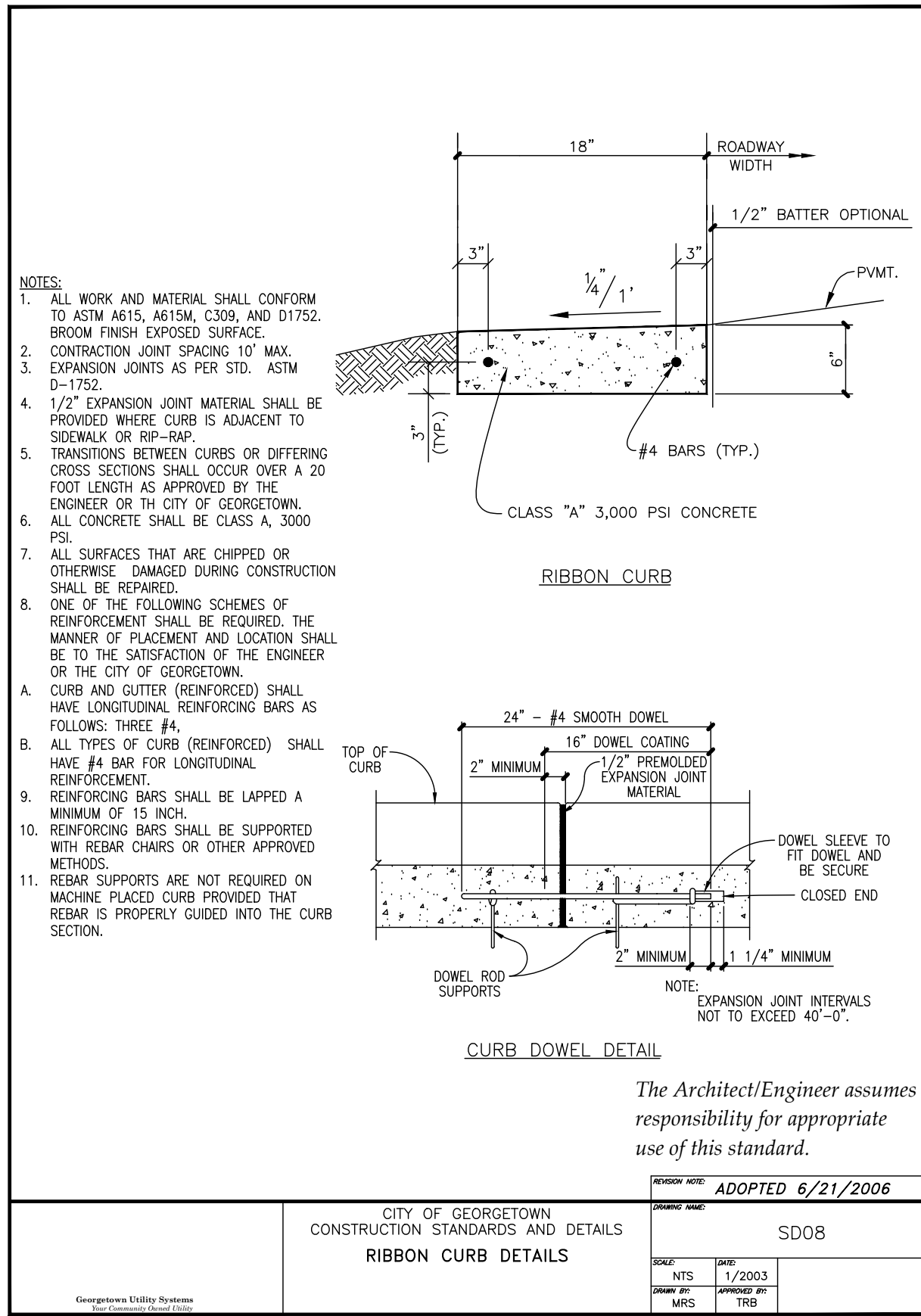
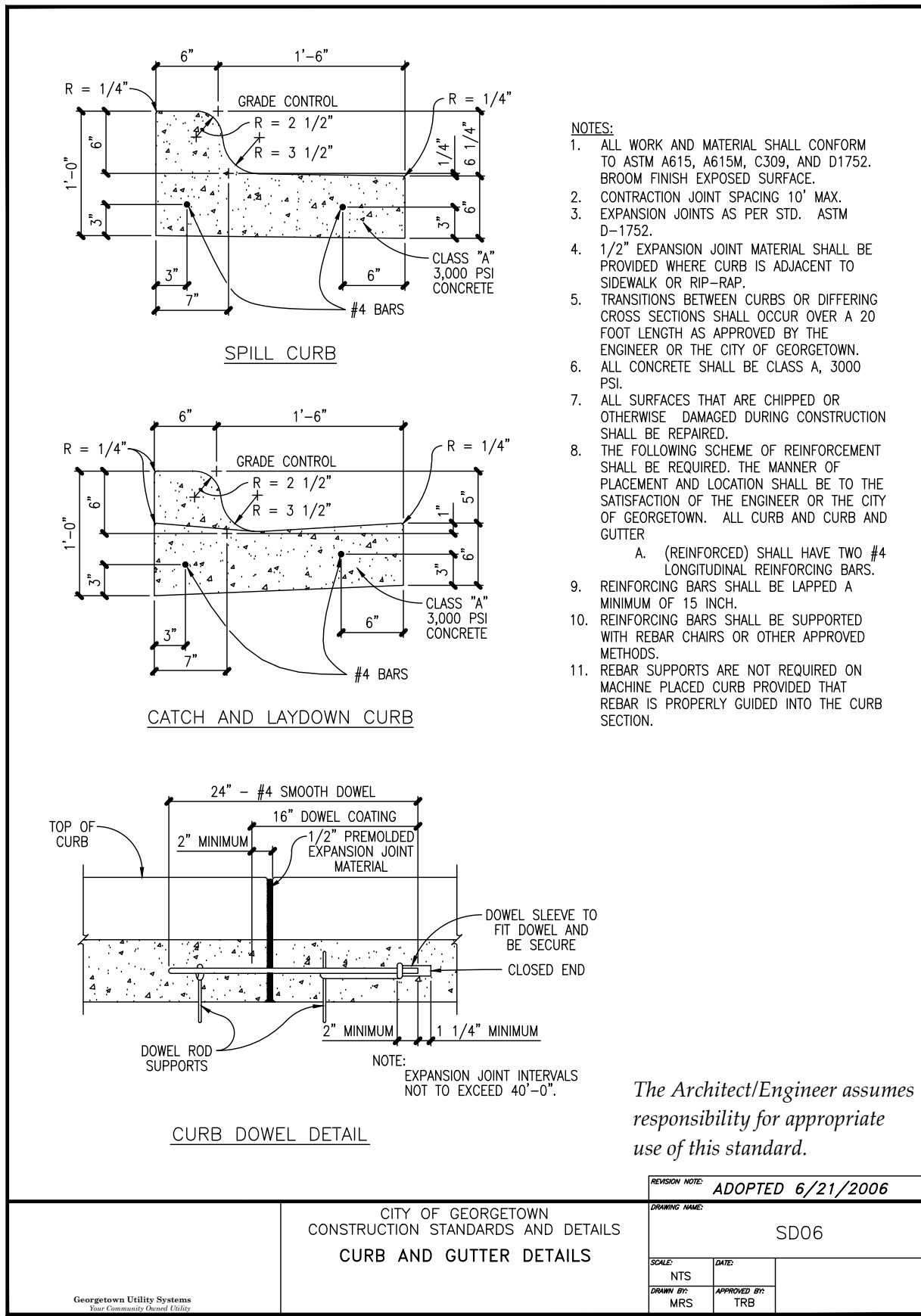
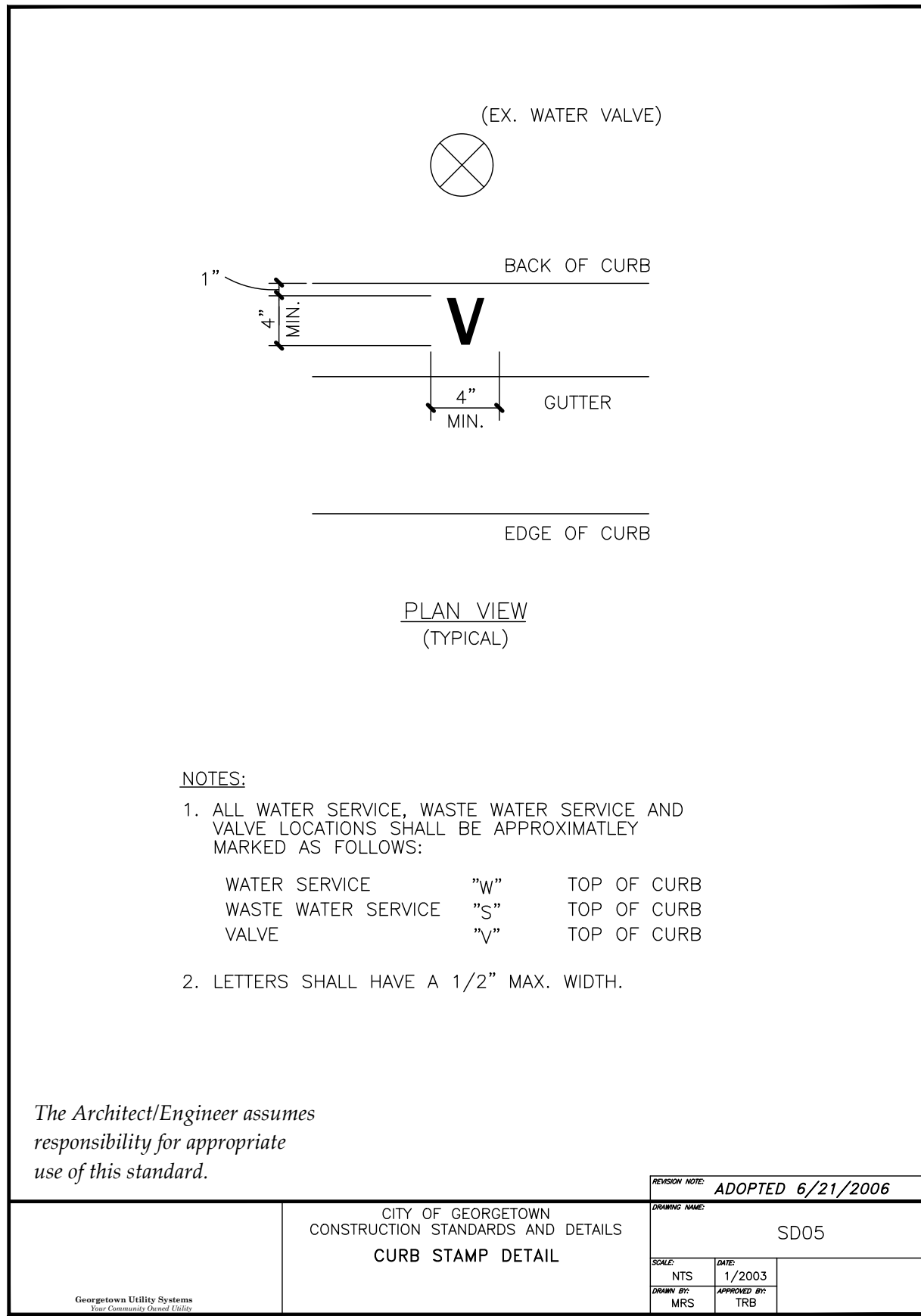
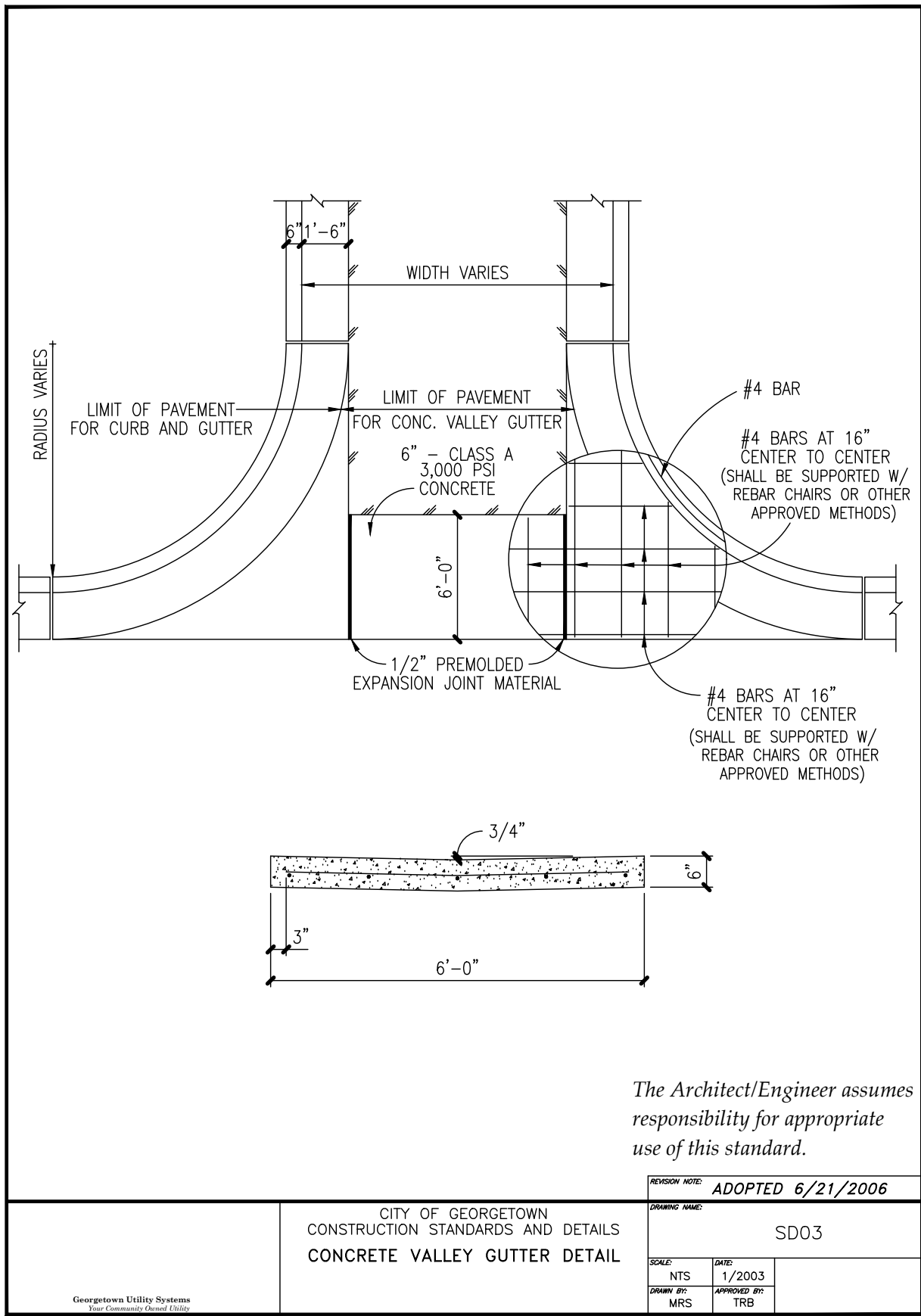


Know what's below.
Call before you dig.

CAUTION!

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NOTIFY THE ENGINEER IMMEDIATELY IF ANY
DISCREPANCIES.

CITY OF HUTTO APPROVAL:

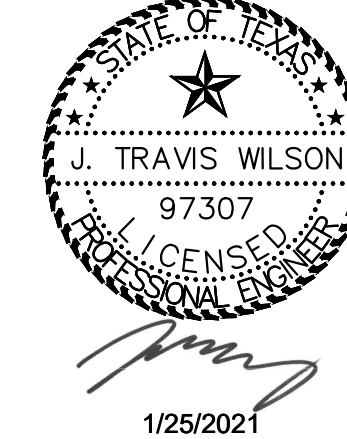


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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

STANDARD DETAILS 1 OF 2

REVISIONS/CORRECTIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NUMBER
00135-003

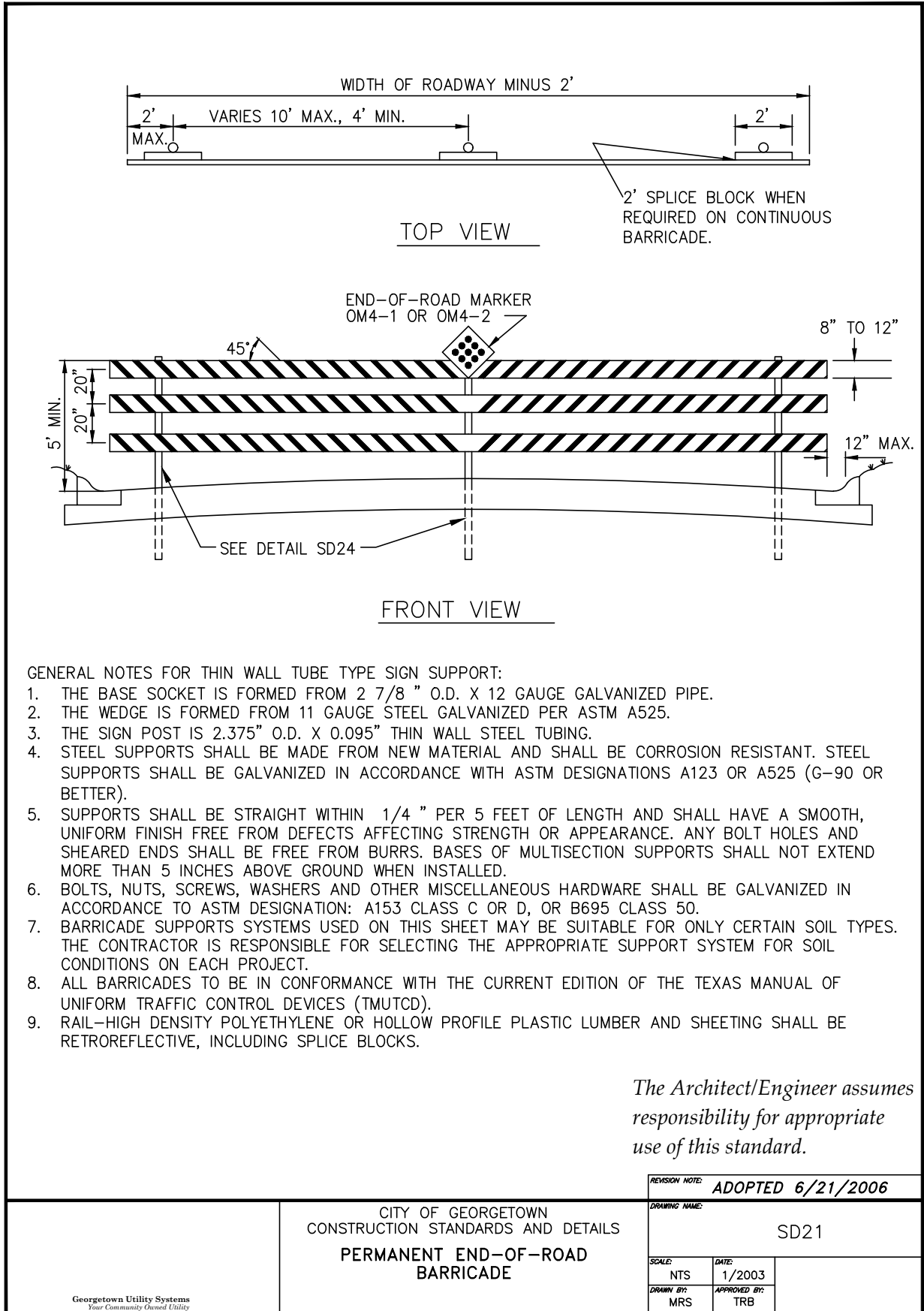
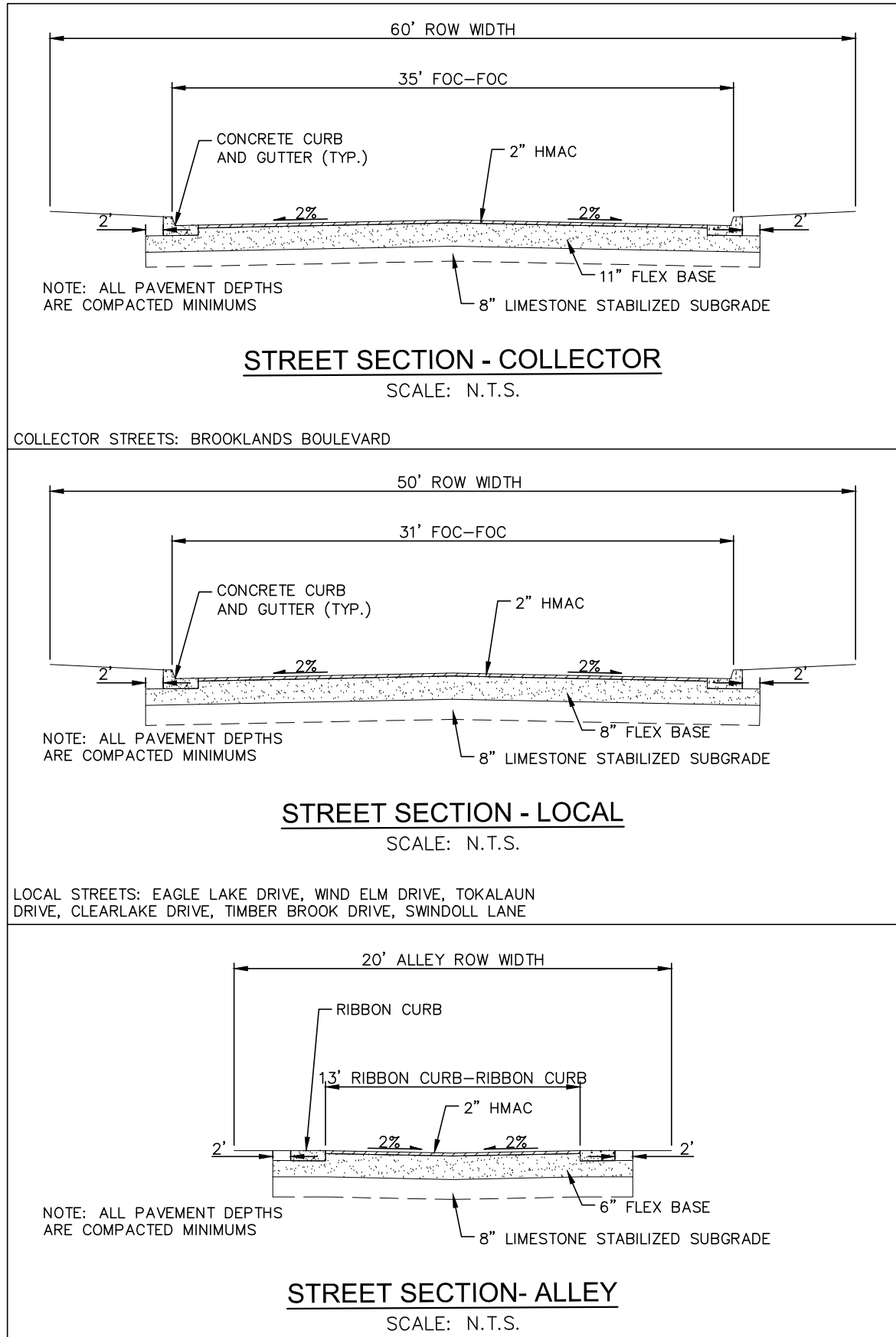
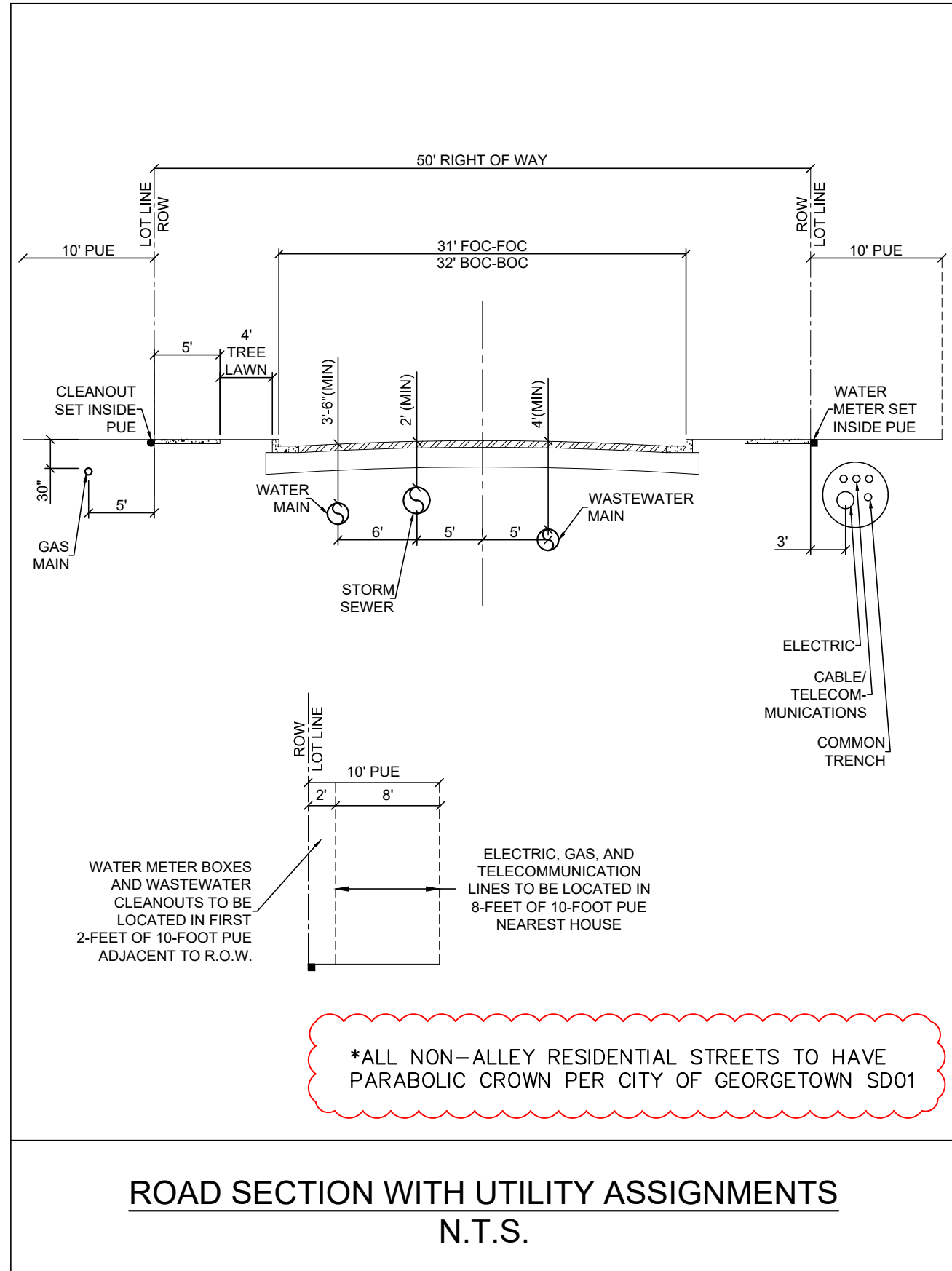
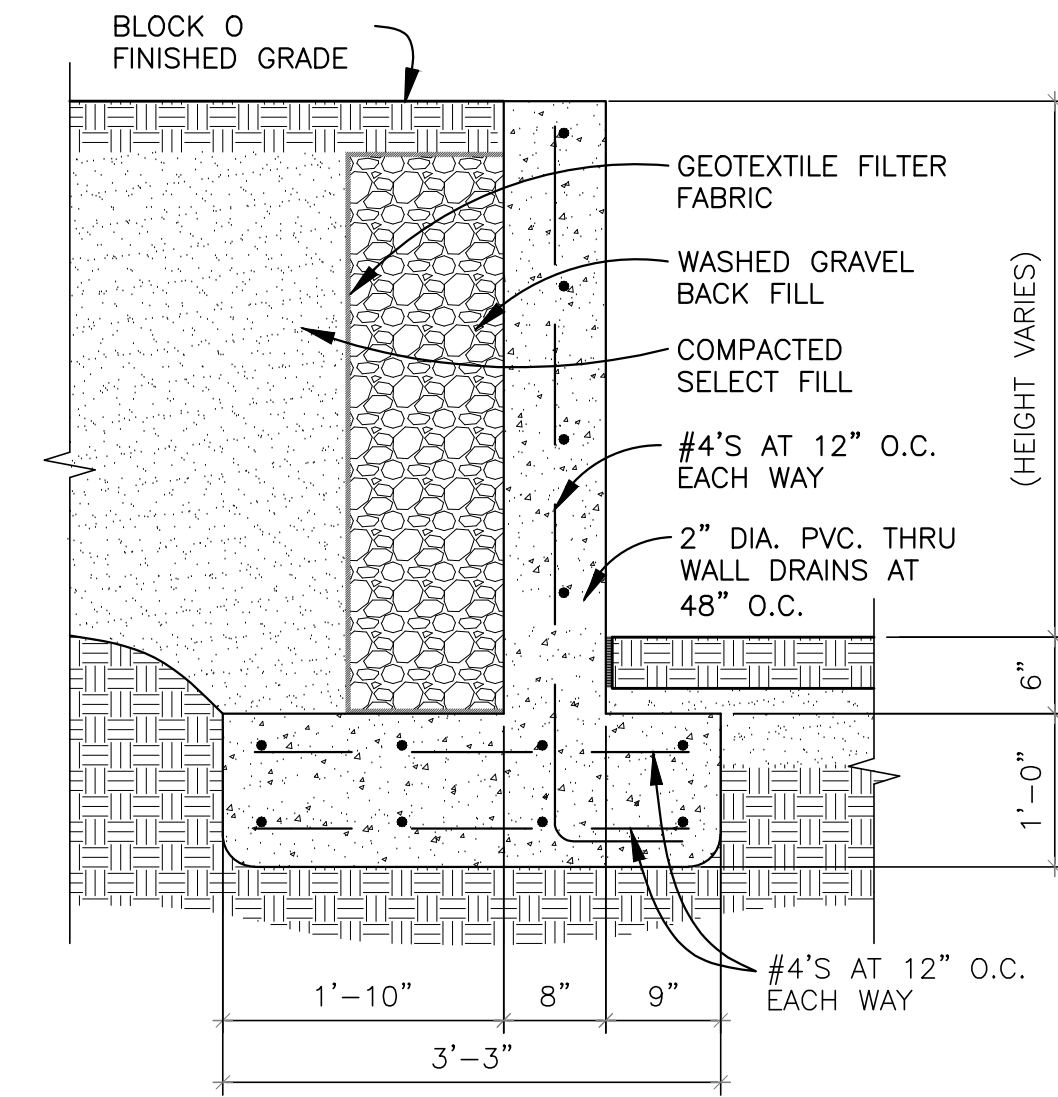
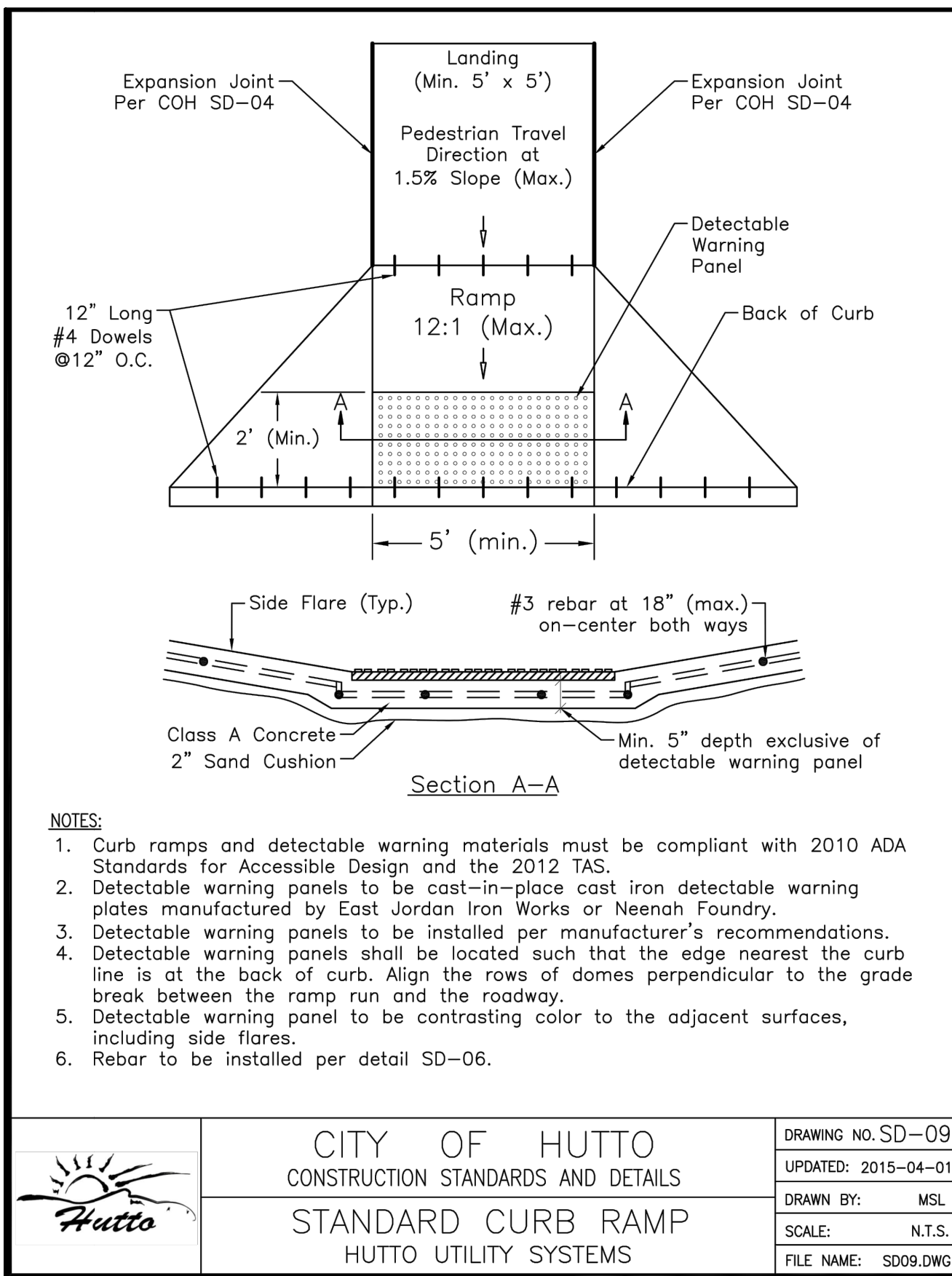
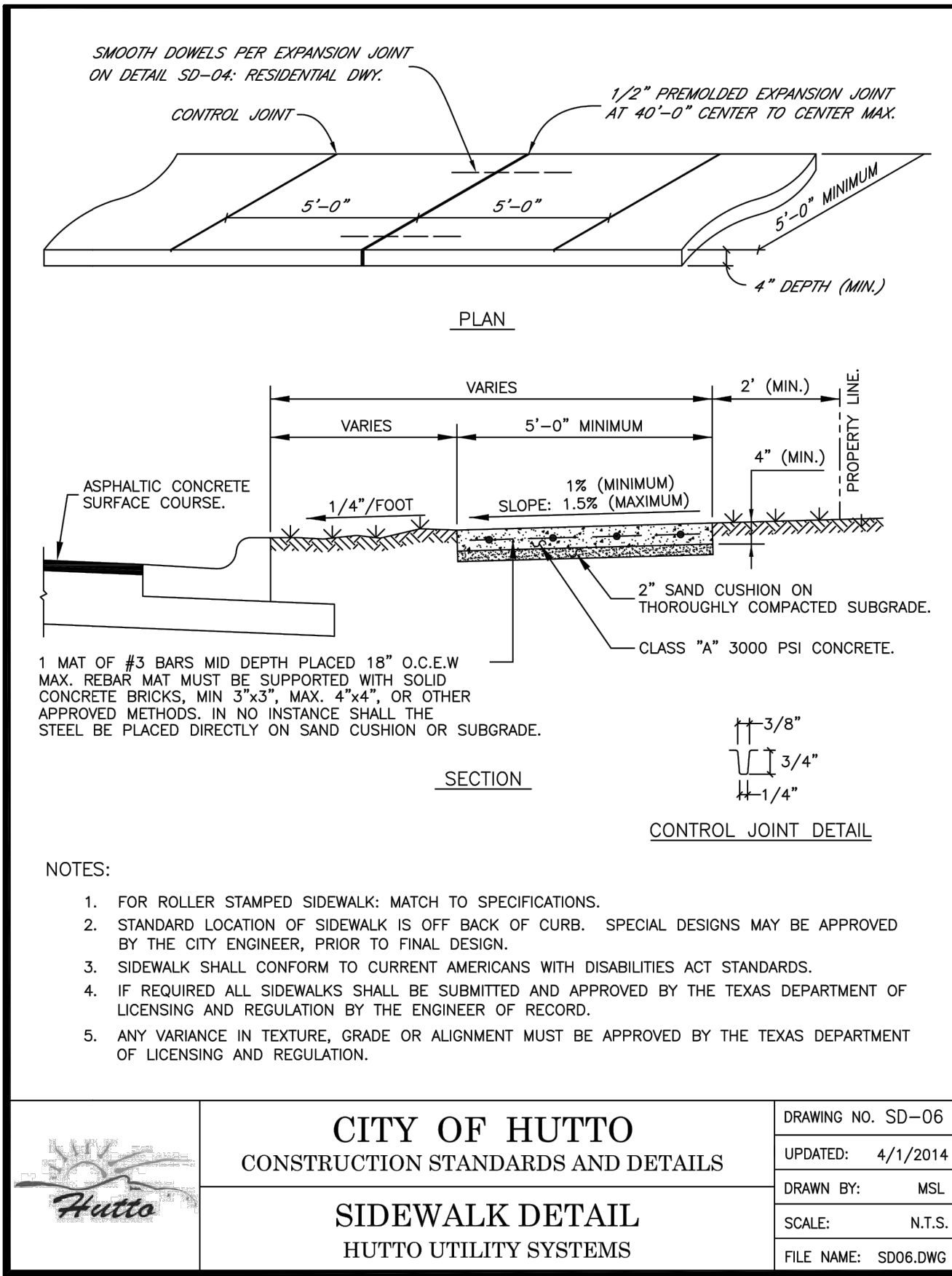
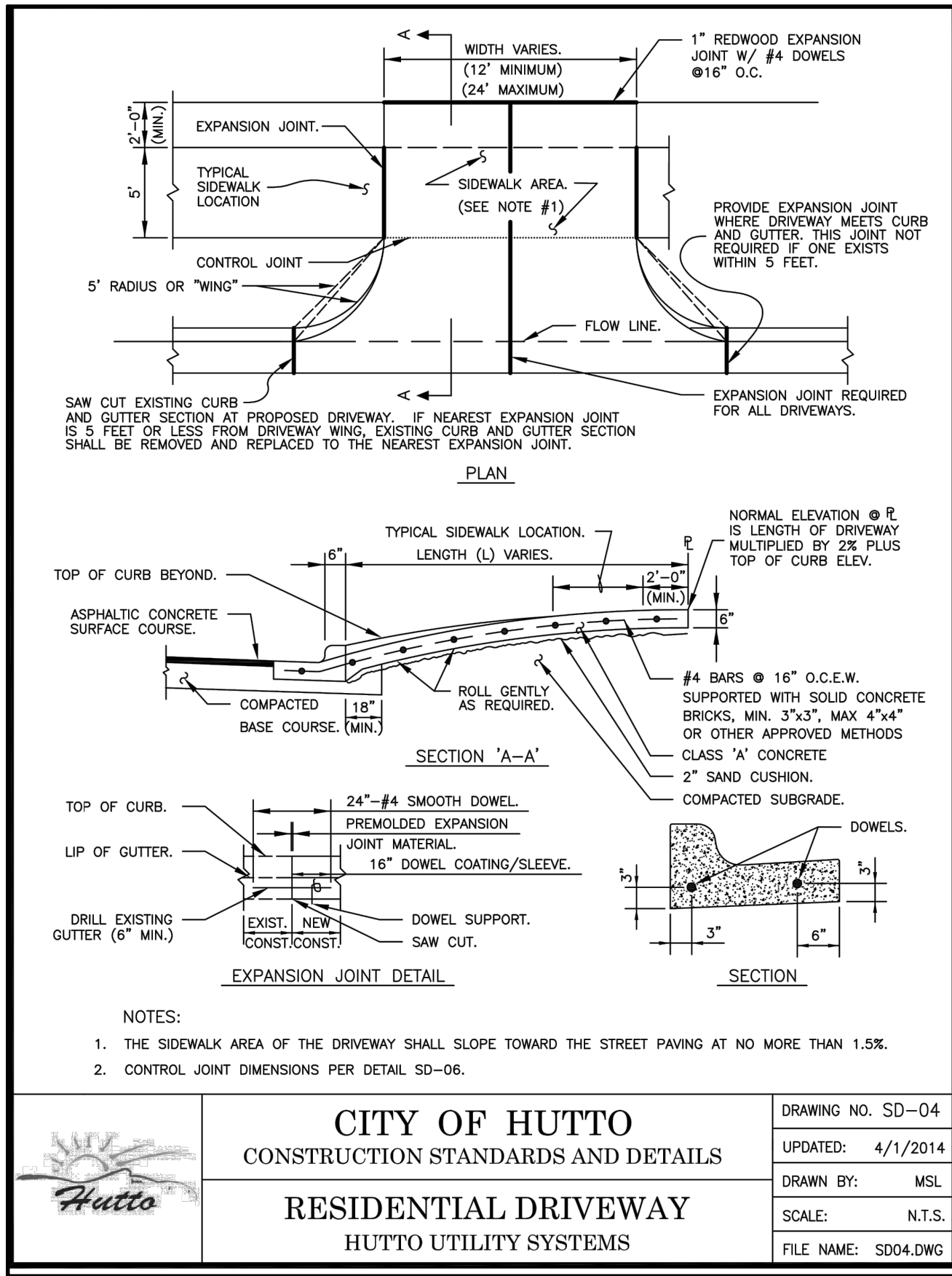
DATE: 1/25/2021

DESIGNED: KKE

CHECKED: JTW

SHEET NO.
72 OF 73

1701-ENG



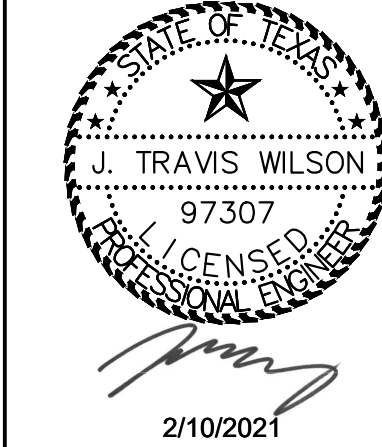
811 Know what's below. Call before you dig.

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BROOKLANDS SECTION 4
HUTTO, WILLIAMSON COUNTY, TEXAS 78634

STANDARD DETAILS 2 OF 2

REVISIONS/CORRECTIONS				BY			
NO.	DATE	DESCRIPTION	REISSUED W/UPDATED STREET SECTION REF (RPT 001)	DATE	DESCRIPTION	BY	DATE
1	2/09/2021						
PROJECT NUMBER 00135-003				DATE: 2/10/2021			
				DESIGNED: KKE			
				CHECKED: JTJ			
SHEET NO. 73 OF 73				1701-ENG			

January 7, 2022

Ning Zhang, P.E.
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

Re: **Brooklands Subdivision Section 4**
MPN# 1701-ENG
Engineer's Concurrence Letter

Dear Ms. Zhang:

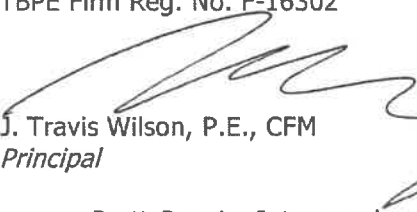
On December 16, 2021, I, J. Travis Wilson, P.E., the undersigned professional engineer, supervised a final visual inspection of the above-referenced site. Additionally, I have visited the site during construction and observed that the Section 4 Subdivision Improvements were constructed per the approved plans with insignificant deviation other than minor issues noted in the as-built drawings.

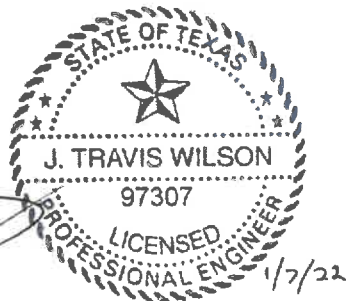
Please let me know if you have any questions or concerns.

Sincerely,

MillerGRAY

TBPE Firm Reg. No. F-16302


J. Travis Wilson, P.E., CFM
Principal



cc: Brett Corwin, Intermandeco
Sam Shorter, P.E., Miller Gray

P:\00135 Intermandeco\003 Hutto, Brooklands\06_ENG\Documents\Brooklands Sec. 04 - Subdivision Construction Summary Closeout Docs\Sec4 Concurrence 20201216.docx



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: BROOKLANDS SECTION 4

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEAKER

CONTRACTOR: DNT CONSTRUCTION

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$701,722.15

SIDEWALK IMPROVEMENT COST: \$69,740.00

SIDEWALK RAMP IMPROVEMENT COST: \$42,160.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: \$436,165.00

WATER IMPROVEMENT COST: \$213,417.00

WASTEWATER IMPROVEMENT COST: \$270,697.00

EROSION CONTROLS / RESTORATION COST: \$100,735.00

TOTAL IMPROVEMENT COST: \$1,834,636.15

PREPARED BY (DESIGN ENGINEER): MILLER GRAY, LLC.

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
BROOKLANDS BOULEVARD			2/11	35	812	NO	NO
CLEARLAKE DRIVE	WIND ELM	SWINDOLL	2/8	31	542	NO	NO
TIMBER BROOK DRIVE	WIND ELM	SWINDOLL	2/8	31	516	NO	NO
TOKALAUN DRIVE	CHARTER OAK	SWINDOLL	2/8	31	807	NO	NO
EAGLE LAKE DRIVE	SWINDOLL	ALLEY O1	2/8	31	144	NO	NO
SWINDOLL LANE	BROOKLANDS	ALLEY K1	2/8	31	895	NO	NO
WIND ELM DRIVE	ALLEY D1	ALLEY F1	2/8	31	257	NO	NO
ALLEYS	N/A	N/A	2/6	16	1543	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
BROOKLANDS BOULEVARD			7	1530	N/A	2
CLEARLAKE DRIVE	WIND ELM	SWINDOLL	5	60	N/A	4
TIMBER BROOK DRIVE	WIND ELM	SWINDOLL	5	60	N/A	4
TOKALAUN DRIVE	CHARTER OAK	SWINDOLL	5	180	N/A	6
EAGLE LAKE DRIVE	SWINDOLL	ALLEY O1	N/A	N/A	N/A	-
SWINDOLL LANE	BROOKLANDS	ALLEY K1	5	468	N/A	13
WIND ELM DRIVE	ALLEY D1	ALLEY F1	5	60	N/A	4

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ¹	TYPE ²	DESCRIPTION ³	DECK		COST	PRIVATE	ETJ
				W (FT) ⁴	L (FT) ⁵			

- 1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.
- 2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.
- 3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).
- 4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.
- 5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE ₁
18	RCP CLIII	545	4	4	CONCRETE	20	10	CURB
24	RCP CLIII	450	1	5	CONCRETE			
36	RCP CLIII	100	2	6	CONCRETE			
48	RCP CLIII	90	1	7	CONCRETE			
6'X4'	RCB	230						
5'X4'	RCB	590						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
N/A	N/A	N/A	1	6'X4'	TXDOT HEADWALL

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
2,692	10	3:1	DRY ROCK RIP RAP, D ₅₀ = 12", 24" THICKNESS

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

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
8"	AMERICAN RESILIENT WEDGE GATE VALVE	12	8"	DR-14	2,510	6" F.H. LEAD	AMERICAN B-84-B-5	6
			12"	DR-14	100			
AIR RELEASE								
SIZE	TYPE	NO.						
N/A	N/A	N/A						
			SERVICES INSTALLED					
			NO.	TYPE				
			6	SINGLE				
			38	DOUBLE				

REMARKS:

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8"	SDR-26	3,616	11.15	CONCRETE	M: 2+32.25			TOKALAUN
			8.22	CONCRETE	M: 5+91.98			SWINDOLL
			7.35	CONCRETE	P: 1+95.04			CLEARLAKE
			10.24	CONCRETE	N: 1+75.00			TIMBER BROOK
			8.97	CONCRETE	Q: 4+51.06			TIMBER BROOK
			7.30	CONCRETE	R: 4+67.91			CLEARLAKE
			18.38	CONCRETE	S: 2+35.97			OFF-SITE, BETHANY CREEK
			17.87	CONCRETE	S: 6+80.19			OFF-SITE, BETHANY CREEK
			20.02	CONCRETE	S: 9+75.19			OFF-SITE, ROAMING
			20.32	CONCRETE	S: 12+75.19			OFF-SITE, ASHBY
			19.35	CONCRETE	S: 14+48.93			OFF-SITE, ASHBY
			19.16	CONCRETE	S: 14+67.30			OFF-SITE, BROOKLANDS
			10.83	CONCRETE	S: 18+71.83			BROOKLANDS
			10.26	CONCRETE	S: 20+71.83			SWINDOLL
			10.16	CONCRETE	S: 23+51.83			SWINDOLL
			8.73	CONCRETE	S: 26+19.27			SWINDOLL
SERVICES INSTALLED			4.00	CONCRETE	T: 35+12.56			EAGLE LAKE
NO.	TYPE – S / D		TYPE OF MANHOLE COATING: NATIONAL WORKS - SEWPERCOAT					
10	SINGLE							
29	DOUBLE							

REMARKS:

**LIMITS OF CONSTRUCTION FOR
WATER/WASTEWATER PROJECTS ONLY**

PROJECT NAME _____ WORK ORDER # _____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

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

STREET NAME	FROM	TO

**THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE
SUMMARY INCLUDED.**

**BROOKLANDS SECTION FOUR - SUBDIVISION
IMPROVEMENTS**

Final Cost & Quantities

MG Project No. 00135-003

Date: 1/3/22

Design Completeness: 100%

By: RY

MillerGRAY
Consulting. Engineering. Infrastructure.

Item No.	Description	Qty	Unit	Unit Price	Total
Erosion & Sedimentation Controls (Section 4)					
1	P&P Bonds	1	LS	\$ 28,800.00	\$ 28,800.00
2	Mobilization	1	LS	\$ 141,000.00	\$ 141,000.00
3	Construction Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
4	Reveg Green Link Lots	135	LF	\$ 1.50	\$ 202.50
5	Silt Fence (Limits of Construction)	10,770	LF	\$ 2.50	\$ 26,925.00
6	Stabilized Construction Entrance	1	EA	\$ 1,000.00	\$ 1,000.00
7	Channel Re-vegetation - Hydromulch	11,040	SY	\$ 1.50	\$ 16,560.00
8	Storm Drain Inlet Protection	20	EA	\$ 70.00	\$ 1,400.00
Erosion & Sedimentation Control Total					\$220,887.50
Excavation (Section 4)					
1	Clear & Grub	16	AC	\$ 650.00	\$10,400
2	Excavation / Cut (Not including the temporary channel)	20820	CY	\$ 3.00	\$62,460
3	Embankment / Fill	39202	CY	\$ 1.75	\$68,604
4	Fill Testing	1	LS	\$ 9,350.00	\$9,350
Excavation Total					\$150,813.50
Water System (Section 4)					
1	Connect to Existing Service	5	EA	\$ 1,515.00	\$ 7,575.00
2	Pipe, 8-inch dia. DR14, PVC WWL	2,510	LF	\$ 35.00	\$ 87,850.00
3	Pipe, 12-inch dia. DR14, PVC WWL	100	LF	\$ 68.00	\$ 6,800.00
4	8" Gate Valve	12	EA	\$ 1,550.00	\$ 18,600.00
5	Connecting new single service connection, WL	6	EA	\$ 1,380.00	\$ 8,280.00
6	Connecting new double service connection, WL	38	EA	\$ 1,750.00	\$ 66,500.00
7	Fire Hydrant Assembly	6	EA	\$ 4,230.00	\$ 25,380.00
Water System Total					\$220,985.00
Wastewater System (Section 4)					
1	Pipe, 8-inch dia. SDR-26 PVC WWL (6'-10' depth)	2,006	LF	\$ 29.00	\$ 58,174.00
2	Pipe, 8-inch dia. SDR-26 PVC WWL (10'-14' depth)	219	LF	\$ 32.00	\$ 7,008.00
3	Wastewater Manhole, 4' dia.	8	EA	\$ 4,550.00	\$ 36,400.00
4	Wastewater Manhole, 5' dia.	2	EA	\$ 5,265.00	\$ 10,530.00
5	Internal Drop Connection	1	EA	\$ 5,000.00	\$ 5,000.00
6	Connecting new single service connection, WWL	10	EA	\$ 1,280.00	\$ 12,800.00
7	Connecting new double service connection, WWL	29	EA	\$ 1,650.00	\$ 47,850.00
8	16" Steel Casing	30	LF	\$ 100.00	\$ 3,000.00
Wastewater System (Section 4) Total					\$180,762.00

BROOKLANDS SECTION FOUR - SUBDIVISION IMPROVEMENTS

Final Cost & Quantities

MG Project No. 00135-003

Date: 1/3/22

Design Completeness: 100%

By: RY



Item No.	Description	Qty	Unit	Unit Price	Total
Wastewater System (Future Sections)					
1	Pipe, 8-inch dia. SDR-26 PVC WWL (10'-14' depth)	705	LF	\$ 33.00	\$ 23,265.00
2	Pipe, 8-inch dia. SDR-26 PVC WWL (14'+ depth)	686	LF	\$ 40.00	\$ 27,440.00
3	Wastewater Manhole, 4' dia.	4	EA	\$ 6,000.00	\$ 24,000.00
4	4' Drop Manhole	2	EA	\$ 7,615.00	\$ 15,230.00
Wastewater System (Future) Total					\$89,935.00

Drainage (Section 4)

1	18" RCP	545	LF	\$ 50.00	\$ 27,250.00
2	24" RCP	450	LF	\$ 60.00	\$ 27,000.00
3	36" RCP	100	LF	\$ 116.00	\$ 11,600.00
4	48" RCP	90	LF	\$ 145.00	\$ 13,050.00
5	Curb Inlets	20	EA	\$ 4,315.00	\$ 86,300.00
6	6' X 4' Box Culvert	230	LF	\$ 341.00	\$ 78,430.00
7	5' X 4' Box Culvert	590	LF	\$ 278.00	\$ 164,020.00
8	Storm Drain Manholes, 48" TEE	4	EA	\$ 1,430.00	\$ 5,720.00
9	Storm Drain Manholes, 5' Box	1	EA	\$ 3,080.00	\$ 3,080.00
10	Storm Drain Manholes, 6' Box	2	EA	\$ 4,035.00	\$ 8,070.00
11	Storm Drain Manholes, 7' Box	1	EA	\$ 6,645.00	\$ 6,645.00
12	Camera Testing of Storm System	1	LS	\$ 4,450.00	\$ 4,450.00
Drainage Total					\$435,615.00

Roadway (Section 4)

1	2" HMA (Surface Course)(COLLECTOR)	2,873	SY	\$ 10.50	\$ 30,166.50
2	11" Limestone Base (2' Behind BOC)(COLLECTOR)	3,595	SY	\$ 13.45	\$ 48,352.75
3	8" Lime Stabilized Subgrade (2' Behind BOC)(COLLECTOR)	3,595	SY	\$ 6.50	\$ 23,367.50
4	2" HMA (Surface Course)(RESIDENTIAL)	9,682	SY	\$ 10.50	\$ 101,661.00
5	8" Limestone Base (2' Behind BOC)(RESIDENTIAL)	12,172	SY	\$ 10.95	\$ 133,283.40
6	Lime Stabilized Subgrade (2' Behind BOC)(RESIDENTIAL)	12,172	SY	\$ 6.50	\$ 79,118.00
7	2" HMA (Surface Course)(ALLEY)	2,230	SY	\$ 10.50	\$ 23,415.00
8	6" Limestone Base (2' Behind BOC)(ALLEY)	3,504	SY	\$ 8.25	\$ 28,908.00
9	Lime Stabilized Subgrade (2' Behind BOC)(ALLEY)	3,504	SY	\$ 6.50	\$ 22,776.00

**BROOKLANDS SECTION FOUR - SUBDIVISION
IMPROVEMENTS**

Final Cost & Quantities

MG Project No. 00135-003

Date: 1/3/22

Design Completeness: 100%

By: RY

MillerGRAY
Consulting. Engineering. Infrastructure.

Item No.	Description	Qty	Unit	Unit Price	Total
10	18" Ribbon Curb	3,037	LF	\$ 12.00	\$ 36,444.00
11	24" Reinforced Concrete Curb/Gutter	7,170	LF	\$ 15.00	\$ 107,550.00
12	5' Concrete Sidewalk	220	LF	\$ 32.00	\$ 7,040.00
13	7' Concrete Sidewalk	1,650	LF	\$ 38.00	\$ 62,700.00
14	ADA Ramp	34	EA	\$ 1,240.00	\$ 42,160.00
15	Alley Concrete Drives at Intersections	5	EA	\$ 2,000.00	\$ 10,000.00
16	Concrete Valley Gutters	8	EA	\$ 5,680.00	\$ 45,440.00
17	Barricades	5	EA	\$ 1,050.00	\$ 5,250.00
18	Street Signs & Pavement Striping	1	LS	\$ 5,990.00	\$ 5,990.00
19	Cluster Mailbox Pad (10' x 30')	1	EA	\$ 4,585.00	\$ 4,585.00
20	Green Link 10' Sidewalk	135	LF	\$ 50.00	\$ 6,750.00
Roadway Total					\$824,957.15
Construction Total					\$2,123,955.15

NOTE: THE ABOVE FINAL COST AND QUANTITIES IS MADE BY AN
ENGINEER, NOT A PROFESSIONAL CONSTRUCTION ESTIMATOR OR
CONTRACTOR.


1/10/22
TBPE Firm No.
16302

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800702M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Oblige, in the penal sum of Two Million One Hundred Twenty Three Thousand Nine Hundred Fifty Five and 15/100 (\$2,123,955.15) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Brooklands Partners, LTD for Brooklands Section 4 Water, Wastewater, Drainage, Street, Sidewalk, and Channel Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Oblige requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

SIGNED, SEALED AND DATED THIS 6th day of January, 2022.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

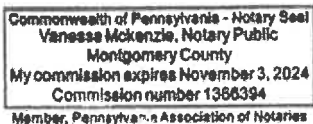
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of January, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

January 25, 2022

Brett Corwin
Brooklands Partners Ltd.
P.O. Box 67649
Dallas, TX 78367

TDLR Project No.: TABS2020019638

PROJECT:

Brooklands Section 4
East Side of CR-137 approx. 3500' south of FM 1660
Hutton, TX 78634

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Brett:

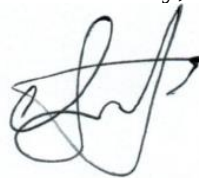
Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-063 approving the 2022 Amended and Restated Interlocal Agreement between the City of Hutto, Hutto Independent School District, and Texas State Technical College to clarify payment obligations and responsibilities between the City and TSTC. (Legal)
Meeting: Thursday, June 16, 2022
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

This Amended and Restated Agreement replaces the 2011 Interlocal Agreement, having an effective date of April 7, 2011, and the subsequent 2019 Interlocal Agreement dated June 5, 2019, between the City, the Hutto Economic Development Corporation, the HISD, and TSTC, related to East Williamson County Higher Education Center. This proposed Agreement approves an updated payment schedule and clarifies the responsibilities of the City and TSTC. This amendment does not affect the rights and responsibilities between TSTC and HISD.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

RESOLUTION NO. R-2022-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE 2022 AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO, HUTTO INDEPENDENT SCHOOL DISTRICT, AND TEXAS STATE TECHNICAL COLLEGE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 15, 2011, the City and the YMCA entered into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes and a management agreement regarding such building; and

WHEREAS, the City and HISD strongly encourage the establishment of EWCHEC in Hutto, Texas; and

WHEREAS, in order to facilitate the financing of EWCHEC, the Parties have cooperated in the creation of the East Williamson County Higher Education Corporation (EWCHEC), pursuant to Chapter 51.092 of the Texas Educational Code; and

WHEREAS, the Parties desire to amend the Original Interlocal Agreement, to establish certain performance standards to indicate how education opportunities for residents of the area will be met and improved; and

WHEREAS, the City Council desires to approve the Second Amendment to the Management Agreement between the City of Hutto and YMCA of Greater Williamson County, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit “A.”

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Amended and Restated Interlocal Agreement, attached as Exhibit “A”, a copy of the same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 2nd day of June, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

EXHIBIT “A”

**2022 AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF HUTTO,
HUTTO INDEPENDENT SCHOOL DISTRICT, AND
TEXAS STATE TECHNICAL COLLEGE**

THIS 2022 AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made by and between the City of Hutto, Texas (“City”), the Hutto Independent School District (the “HISD”), and Texas State Technical College (“TSTC”), acting by and through their respective authorized officers, (jointly referred to herein as the “Parties”), and replaces the 2011 Interlocal Agreement, having an effective date of April 7, 2011, and subsequent 2019 Interlocal Agreement dated June 5, 2019, (jointly referred to herein as the “Original Interlocal Agreement”) between the City, the Hutto Economic Development Corporation (the “HEDC”), the HISD, and TSTC.

RECITALS:

WHEREAS, Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health, safety, and welfare of the inhabitants of this State and the mutual benefits of the Parties; and

WHEREAS, Temple College (“Temple”) and TSTC constructed the first 112,000 square foot educational facility on a site depicted on **Exhibit A** as Building 1, attached hereto and incorporated hereinafter referred to as East Williamson County Higher Education Center (“EWCHEC”); and

WHEREAS, in order for Temple and TSTC to locate and construct EWCHEC in Hutto, Texas at the site depicted in **Exhibit A**, TSTC, as facility owner, requires a commitment from the City and HISD to contribute a certain collective sum of money on an annual basis to offset certain EWCHEC costs; and

WHEREAS, the City and HISD strongly encourage the establishment of EWCHEC in Hutto, Texas; and

WHEREAS, in order to facilitate the financing of EWCHEC, the Parties have cooperated in the creation of the East Williamson County Higher Education Corporation (EWCHEC), pursuant to Chapter 51.092 of the Texas Educational Code; and

WHEREAS, effective July 13, 2021, TSTC and HEDC entered into a Performance Agreement, which amended and restated their rights and obligations under the Original Interlocal Agreement; and

WHEREAS, the Parties wish to clarify, amend, and restate certain provisions of the Original Interlocal Agreement to establish certain performance standards to indicate how education opportunities for residents of the area will be met and improved; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1.

This Agreement is entered into by and between the Parties hereto to restate and amend the provisions of the Original Interlocal Agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code are incorporated in this Agreement and this Agreement shall be interpreted in accordance with this Act.

SECTION 2.

The Recitals listed herein are hereby adopted by the Parties as true and correct.

SECTION 3.

~~As conditioned herein, t~~The City of Hutto hereby commits to continue to pay to TSTC the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** on or before the first day of March of each year for 25 years, beginning in 2012 and ending 2036. The City and TSTC agree that payments under the Original Interlocal Agreement for the years 2012 through _____ have been made by or on behalf of the City. The City acknowledges TSTC performed under the Original Interlocal Agreement for the years 2012 through _____. The City shall make the payments to TSTC under this Agreement pursuant to the Payment Schedule attached hereto as **Exhibit C, which includes the outstanding payments under the Original Interlocal Agreement for the years _____, and satisfies any City obligations under the Original Interlocal Agreement for those years. The Parties agree that future payments under this Agreement by the City shall be conditioned upon TSTC meeting certain performance standards as set out in **Exhibit B-1** to this Agreement.**

TSTC agrees to provide the City a written report by _____ of each year of this Agreement, attested to by a local authorized representative that has the authority to bind TSTC and shall provide annual facility expenditure and debt service payment summary for the previous academic year detailing the date and amount of annual debt service payments. TSTC further agrees to present the report and summary of TSTC's operations to the City Council by _____ of each year.

The City, upon receipt of the summary described in this Section, by _____ of each year of this Agreement, shall pay TSTC in accordance with Exhibit C on or before the first day of _____ of the year the report was submitted. If the City does not receive the summary described in this Section, by _____ of each year, no payment shall be made for that year of the Agreement.

SECTION 4.

As conditioned herein, the HISD hereby commits to pay to the TSTC the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** on or before the first day of March of each year for 25 years, beginning in 2012 and ending 2036. The Parties agree that future payments under this Agreement by HISD shall be conditioned upon TSTC meeting certain performance standards as set out in **Exhibit B** to this Agreement.

SECTION 5.

As consideration for the payments listed above, Temple and TSTC agree to collectively cooperate in the construction and operation of EWCHEC at the location shown on **Exhibit A**, attached herein. The initial building at EWCHEC, consists of the construction of at least 112,000 square feet of facilities dedicated to educational activities.

SECTION 6.

In accordance with **Exhibits B and B-1**, and in addition to providing an annual report and plan to the City, the Parties agree, for the duration of this Agreement, to have one (1) annual meeting and review of current progress to ensure the performance requirements under this Agreement are met. The annual review may include, but is not limited to, reviewing economic trends and developments in the community, assessing occupational and educational needs of area residents, reviewing labor market data and industry relations, inspecting numbers and data reflecting the number of TSTC graduates leaving and staying in Williamson County, and determining the feasibility of reaching the economic goals and performance requirements as set out in this Agreement. The annual review will allow the Parties to amend and adjust this Agreement by methods outlined in **Section 10** of this Agreement based on the annual review and economic assessment.

SECTION 7.

Each party shall be liable for its acts of negligence or wrongdoing pursuant to applicable law. Each party shall carry professional liability, general liability insurance, automobile, workers compensation, or such other insurance as is customary and reasonable for normal operations of a governmental unit of the State of Texas and shall list the Parties as an additional named insured on a Certificate of Insurance. Any contractor or other builder of the project shall be required to obtain public works payment and performance bonds, workers compensation, and other customary builders risk coverage naming the Parties and each governmental unit as the beneficiaries and additional named insured.

SECTION 8.

The City and HISD agree that the commitments made under this Agreement are made under the conditions of Texas Education Code Chapter 130.092(i).

SECTION 9.

Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses set out herein in the respective signature blocks, and shall be deemed to have been received on the third business day after deposit in the U.S. mail. Either party may from time to time designate any other address for this purpose by written notice to the other party.

SECTION 10.

Amendments to or modification of this Agreement, if any, shall be in writing and signed by authorized representatives of the parties.

SECTION 11.

Lack of enforcement of any right under this Agreement by either party shall not constitute a waiver of that right or any other in the future.

SECTION 12.

The terms and conditions of this Agreement supersede all other agreements, written or oral, between the parties regarding the subject matter of this Agreement.

SECTION 13.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

SECTION 14.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION 15.

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof as though included in the body of this Agreement.

CITY OF HUTTO

By: _____

Name: _____

Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Date: _____

TEXAS STATE TECHNICAL COLLEGE

By: _____

Name: _____

Date: _____

EXHIBIT A

Exhibit B

Performance Standards – HISD

Background: Pursuant to Chapter 135 of the Texas Education Code, TSTC works diligently to serve the needs of Texas industry in acquiring the technically skilled workers to grow and contribute to the economic development of the state. In the last several years, TSTC's efforts in working with the community and legislature have resulted in the building of several campuses, including locations in Red Oak, Fort Bend County, and Abilene. Funding mechanisms for TSTC buildings are twofold: Tuition revenue bonds approved by the Texas Legislature and private contributions by industry and communities. Future payments under this will be predicated on the good faith effort of TSTC to coordinate closely with the City of Hutto and the Hutto EDC to continue the growth of TSTC in Williamson County, commensurate with the industry demand and growth of the City of Hutto. In addition, an annual review of goals, and operational constraints, will be closely assessed to ensure alignment of strategic initiatives between the parties. Programmatic decisions for TSTC, and specifically those relating to this inter-local agreement, will be made using existing labor market intelligence capacities, occupational demand forecasts, and the Perryman Report Co-Commissioned by the City, TSTC, and HISD in the **2018**. Proof of attainment in the form of written memorandum, signed by TSTC officials, may be provided annually to the City of Hutto. Memorandum of Understanding shall be conditioned upon TSTC meeting the following agreed upon performance standards:

- **First Standard:** TSTC will partner with HISD to provide post-secondary training options to fully meet workforce demand in Hutto and the surrounding eastern Williamson County area. TSTC will provide channels of recruitment, post-secondary counseling, and financial resources including scholarship funds to students graduating from Hutto High School wishing to attend TSTC in Hutto. Dual enrollment pathways will be explored with all partner institutions at EWCHC and reconciled with existing capacities and industry needs in an effort to increase the numbers of dual-enrollment students annually. Today, several dual enrollment pathways exist between TSTC and HISD, and HISD's strategic vision for their graduates will serve as a key component of this plan.
 - o **Performance Requirement:** Annually allocate a minimum of **\$25,000** in scholarship funds, only available to Hutto High School graduates, to enroll in a dual enrollment pathway and matriculate into full or part-time enrollment at TSTC in Hutto.
 - o **Performance Requirement:** Hold an annual parent, teacher, counselor, and student TSTC Day, hosted by TSTC staff at Hutto High School, to recruit students and apprise parents of the dual enrollment pathways and value proposition of TSTC in Hutto.
 - o **Performance Requirement:** Calculate an annual reconciliation of dual enrollment pathways to ensure they are germane to industry demand in Hutto and serve the economic development needs of Hutto and Williamson County, followed by close coordination with HISD to affirm training capacities and district priorities in dual enrollment.

Second Standard: TSTC's mission demands that we closely monitor industry and market trends to determine optimal program mix that results in high salaries and extensive opportunities for graduates. The program mix is also closely correlated with regional demand via a number of data collection methods. This information is then reconciled with existing capacities to create strategic recruitment, dual enrollment, facilities, and growth plans at every TSTC location. During this process, TSTC will work to acquire the necessary funding to begin planning for the design and construction of the next facility at the EWCHEC campus.

- o **Performance Requirement:** Grow training capacity and aggregate student count in dual enrollment, traditional enrollment, and workforce training by continually optimizing capacities in the current facility. Annually assess and optimize instructional capacities to ensure sufficient use of instructional resources. The annual total headcount enrollment growth goal is to be set at 3%, with the understanding that economic, operational, and physical constraints often exist that may result in a higher or lower attainment.
 - o **Performance Requirement:** Using labor market intelligence capacities, determine and provide the City an annual report with information relating to the occupational demands in sectors relating to the strategic and economic development priorities of the City, including advanced manufacturing, allied health, commercial and building construction, and information technology.
- **Third Standard:** TSTC is a state agency and technical college system serving the needs of the entire state of Texas. However, we also are keenly aware of the economic development priorities of the local and regional bodies we serve, and can develop a plan to increase the percentage of graduates working in our local communities as the market allows.
 - o **Performance Requirement:** Develop an annual plan, based on industry relations, labor market data, and existing capacities to increase the number of TSTC-Hutto graduates who stay in Hutto and/or Williamson County post-graduation. This plan will be provided to the City of Hutto as part of a comprehensive effort aimed at demonstrating our commitment to local economic development. The number of TSTC graduates leaving Williamson County and staying will be documented for monitoring purposes.
- **Fourth Standard and Requirement:** The vision for the EWCHEC campus is to be a multi-building campus on the 57-acre location off SH130 in Hutto, serving as many students as capacity will allow and demand requires through its partners, TSTC, Temple College, and Texas A&M Central Texas. The existing facility, in technical training areas, is at approximately 90% training capacity. As enrollment surpasses 70% of identified capacity in future buildings, the EWCHEC partners will notify the City of strategic discussions regarding future building development per the EWCHEC Master Plan (Exhibit A) in which the partners in this agreement would collaborate on funding mechanisms for future growth and expansion. In the current (2019) Legislative Session, there is a pending 16.5 million dollar request to build the next training facility at the EWCHEC site.

Once negotiations for future building developments have been triggered, the parties in this agreement, City of Hutto, Hutto EDC B, HISD, and TSTC shall take a proposed development plan to build to their respective boards within nine months.

EXHIBIT B-1

Performance Standards—City

Background: Pursuant to Chapter 135 of the Texas Education Code, TSTC works diligently to serve the needs of Texas industry in acquiring the technically skilled workers to grow and contribute to the economic development of the state. In the last several years, TSTC's efforts in working with the community and legislature have resulted in the building of several campuses, including locations in Red Oak, Fort Bend County, and Abilene. Funding mechanisms for TSTC buildings are twofold: Tuition revenue bonds approved by the Texas Legislature and private contributions by industry and communities. Future payments under this will be predicated on the good faith effort of TSTC to coordinate closely with the City of Hutto and the Hutto EDC to continue the growth of TSTC in Williamson County, commensurate with the industry demand and growth of the City of Hutto. In addition, an annual review of goals, and operational constraints, will be closely assessed to ensure alignment of strategic initiatives between the parties. Programmatic decisions for TSTC, and specifically those relating to this inter-local agreement, will be made using existing labor market intelligence capacities, occupational demand forecasts, and the Perryman Report Co-Commissioned by the City, TSTC, and HISD in the 2018. Proof of attainment in the form of written memorandum, signed by TSTC officials, may be provided annually to the City of Hutto. Memorandum of Understanding shall be conditioned upon TSTC meeting the following agreed-upon performance standards:

- **First Standard:** TSTC will partner with HISD to provide post-secondary training options to fully meet workforce demand in Hutto and the surrounding eastern Williamson County area. TSTC will provide channels of recruitment, post-secondary counseling, and financial resources including scholarship funds to students graduating from Hutto High School wishing to attend TSTC in Hutto. Dual enrollment pathways will be explored with all partner institutions at EWCHEC and reconciled with existing capacities and industry needs in an effort to increase the numbers of dual enrollment students annually. Today, several dual enrollment pathways exist between TSTC and HISD, and HISD's strategic vision for their graduates will serve as a key component of this plan.

- o **Performance Requirement:** Annually allocate a minimum of \$25,000 in scholarship funds, only available to Hutto High School graduates, to enroll in a dual enrollment pathway and matriculate into full or part-time enrollment at TSTC in Hutto.

- o **Performance Requirement:** Hold an annual parent, teacher, counselor, and student TSTC Day, hosted by TSTC staff at Hutto High School, to recruit students and apprise parents of the dual enrollment pathways and value proposition of TSTC in Hutto.

- o **Performance Requirement:** Every five (5) years, calculate a reconciliation of dual enrollment pathways to ensure they are germane to industry demand in Hutto and serve the economic development needs of Hutto and Williamson County, followed by close coordination with HISD to affirm training capacities and district priorities in dual enrollment.

- ~~• **Second Standard:** TSTC's mission demands that we closely monitor industry and market trends to determine optimal program mix that results in high salaries and extensive opportunities for graduates. The program mix is also closely correlated with regional demand via a number of data collection methods. This information is then reconciled with existing capacities to create strategic recruitment, dual enrollment, facilities, and growth plans at every TSTC location. During this process, TSTC will work to acquire the necessary funding to begin planning for the design and construction of the next facility at the EWCHEC campus. TSTC will work with the City of Hutto to have at least two (2) joint meetings per year to establish improved communication and collaboration efforts.~~

 - ~~o **Performance Requirement:** Grow training capacity and aggregate student count in dual enrollment, traditional enrollment, and workforce training by continually optimizing capacities in the current facility. The annual total headcount enrollment growth goal is to be set at 3%, with the understanding that economic, operational, and physical constraints often exist that may result in a higher or lower attainment.~~
- ~~• **Third Standard:** TSTC is a state agency and technical college system serving the needs of the entire state of Texas. However, we also are keenly aware of the economic development priorities of the local and regional bodies we serve, and we will work to increase the percentage of graduates working in our local communities as the market allows.~~

 - ~~o **Performance Requirement:** Develop an annual report indicating industry relations, labor market data, and existing capacities to increase the number of TSTC Hutto graduates who stay in Hutto and/or Williamson County post-graduation. This plan will be provided to the City of Hutto as part of a comprehensive effort aimed at demonstrating our commitment to local economic development.~~
- ~~• **Fourth Standard and Requirement:** The vision for the EWCHEC campus is to be a multi-building campus on the 57-acre location off SH130 in Hutto, serving as many students as capacity will allow and demand requires through its partners, TSTC, Temple College, and Texas A&M Central Texas. The existing facility, in technical training areas, is at approximately 90% training capacity. As enrollment surpasses 70% of identified capacity in future buildings, the EWCHEC partners will notify the City of strategic discussions regarding future building development per the EWCHEC Master Plan (Exhibit A) in which the partners in this agreement would collaborate on funding mechanisms for future growth and expansion. In the current (2019) Legislative Session, there is a pending 16.5 million dollar request to build the next training facility at the EWCHEC site.~~

~~Once negotiations for future building developments have been triggered, the parties in this agreement, City of Hutto, Hutto EDC B, HISD, and TSTC shall take a proposed development plan to build to their respective boards within nine months.~~

EXHIBIT C – PAYMENT SCHEDULE

AGENDA ITEM REPORT

9.4.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-022 granting to SiEnergy, its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (Second Reading) (Legal)

Meeting: Thursday, June 16, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality. Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City. State law provides guidance as related to the City's authority over the gas industry. In particular, the Railroad Commission of Texas (RCT) has jurisdiction over the gas industry. While distribution oversight is at the local level, transmission responsibility resides with the RCT.

By approving the proposed Franchise Ordinance granting the Company a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto. For use of the City's Rights-of-Way, the City receives payment of five (5%) of the Company's Gross Revenues as defined in the Franchise Ordinance.

The proposed ordinance includes:

Section 1 - Definitions: This section defines certain terms used within the document.

Section 2 - Grant of Authority: This section has the City granting consent for the Company to use and occupy public rights-of-way, and provides the Company with the ability to assign the Franchise. The term is for a period ending December 31, 2040.

AGENDA ITEM REPORT

9.4.



Section 3 - City's Reservation of Rights and Authority: This section states the City is not surrendering or reducing its powers as provided by the City Charter, ordinances, and other applicable laws.

Section 4 - Construction, Maintenance, Operation & Relocation of Company Facilities: This section authorizes Company to construct and place pipes, etc. within the City's rights-of-way. Other construction and maintenance details are outlined within this section.

Section 5 - Indemnity & Insurance: This section states the Company will indemnify, defend, and hold harmless the City.

Section 6 - Company's Duties to Public: This section addresses reasonable rates, non-discrimination, adequate supply of gas, etc.

Section 7 - Payments to City: This section addresses the five percent (5%) of gross revenues payment to the City. Payments from Company to the City are made quarterly, on January 1, April 1, July 1, and October 1 of every year.

Section 8 - Franchise Fee Recovery Tariff: This section allows Company to file with the City a tariff to provide for the recovery of franchise fees under this Agreement.

Section 9 - Books and Records: This section requires Company to keep complete books and records, which may be reviewed by the City as related to gross revenues.

Section 10 - Termination: This section addresses the reasons for and procedures for termination of the franchise.

Section 11 - Repeal: This section repeals previously adopted franchise ordinances by the City, if any, which granted Company use of rights-of-way.

Section 12 - Severability and Conflict: This section is standard language that protects other sections of the Agreement, if one section is declared unconstitutional or invalid.

Section 13 - Acceptance of Franchise: This section requires Company to file written acceptance of this Agreement within sixty (60) days of City Council approval.

Section 14 - Effective Date: This section establishes the effective date of the Agreement, which includes specific criteria.

Section 15 - Notices: This section is standard language identifying the manner in which to provide notice to the City and to Company.

Section 16 - Regulatory Expenses: This section authorizes the City to employ at the expense of the

AGENDA ITEM REPORT

9.4.



Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of the Franchise Ordinance.

Section 17 - Governmental Function: This section declares the regulations and activities required by the Ordinance to be governmental functions.

Section 18 - Venue: This section provides for venue in Williamson County.

Section 19 - No Waiver of Power: the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith

Section 20 - City Reserves Power: The City retains exclusive control over its streets.

Section 21 - Insurance: This section requires Company to maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. O-2022-022

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, GRANTING TO SÍENERGY, L.P., A TEXAS LIMITED PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS (“COMPANY”), A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY COMPANY; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE CITY RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City; and

WHEREAS, the City strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with SíEnergy, L.P., a Texas Limited Partnership, (hereinafter referred to as the “Company”) is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. DEFINITIONS:

- 1.1. “City” shall mean the City of Hutto, Texas, a home-rule municipal corporation operating under the laws of the State of Texas.
- 1.2. “City Council” shall mean the governing body of the City of Hutto, Texas.
- 1.3. “City Manager” shall mean the City Manager of the City, or his or her duly authorized representative.
- 1.4. “City Rights-of-Way” shall mean the area on, below, or above a public roadway, highway, street, sidewalk, alley, waterway, or utility easement of the City, as they now exist or may hereafter be constructed, opened, laid out, or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- 1.5. “Company” shall mean the SiEnergy, L.P., a Texas Limited Partnership, authorized to transact and actually transacting business in the State of Texas, acting by and through its duly authorized legal representatives.
- 1.6. “Customer” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Company through the use of the City Rights-of-Way.
- 1.7. “Emergency” is defined as sudden and unforeseeable damage or malfunction of a portion of the Company’s System that creates a threat to life, health, or property.
- 1.8. “Franchise” shall mean this Ordinance, and all rights and obligations established herein.
- 1.9. “Gas” shall mean natural gas and any synthetic gas distributed by the Company through its System.
- 1.10. “Gas Sales” means the sale of natural gas to the Company’s customers located within the corporate limits of the City by use of the System.
- 1.11. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- 1.12. “Gross Revenues” shall mean:
 - (a) All revenues billed by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;
 - (b) All revenues billed by the Company from the transportation of gas through the

System of the Company within the City to customers located within the City (excluding gas transported to another non-affiliate gas utility in the city for resale to its customers within the City);

- (c) The value of gas transported by the Company for Transport Customers through the System of the Company within the City (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to transportation customers as reasonably near the time as the transportation services is performed; and
- (d) "Gross Revenues" shall also include state gross receipts tax, contributions in aid of construction ("CIAC") and the following "miscellaneous charges": charges to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.
- (e) "Gross Revenues" shall not include:
 - i. revenues billed but not ultimately collected or received by Atmos Energy;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Right-of-Way.

1.13. "System" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

1.14. "Transport Customer" shall mean any person or entity for which Company transports gas through the pipeline system of Company within the City to customers for delivery or consumption within the City.

SECTION 2. GRANT OF AUTHORITY:

2.1. The City hereby grants to the Company consent to use and occupy the present and future public rights of way for a period ending December 31, 2040 (the "Term") for the purpose of constructing, maintaining, operating, and replacing all or any portion of the system used for the delivery of natural gas to retail customers located within the City's boundaries, as they may be amended from time to time. In the event either party does not wish to renew the Franchise under the same terms and conditions, the parties agree to enter into good faith negotiations of the Franchise. This obligation to engage in negotiations does not obligate either party to agree to any specific changes in the Franchise as a result of such negotiations.

2.2. Company agrees that the corporate limits of the City are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Company has no vested right in a specific area. If the Company provides service to any and all areas that may be annexed to the City, such service shall be provided under the same terms and conditions of this franchise. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to Company. The Company must revise its payments due to any expansion or reduction by annexation or expansion within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of the notice.

2.3. To the extent any police power regulations in this Ordinance conflict with the provisions of the City's current public right-of-way ordinance(s) (currently Article 24.09 of the City of Hutto Code of Ordinances), the City's public right-of-way ordinance(s) shall control. This Ordinance is subject to the City's ongoing authority to adopt reasonable police-power-based regulations to manage its City Rights-of-Way, pursuant to Article 24.09 or as otherwise provided by law.

2.4. The City may require the Company to furnish the City correct and complete maps showing the location and extent of all its services consistent with the City's charter.

2.5. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

2.6. Company is expressly given the power and privilege to sell, transfer, or assign the franchise granted hereby, or any part of this franchise, to any person, entity, or corporation, but Company and such buyer, transferee, or assignee shall first notify the City of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

It is not necessary to inform the City of a corporate reorganization not involving a third party. An assignment is valid only if the assignee accepts all of the terms and conditions contained herein.

SECTION 3. CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

3.1. In granting this Franchise, it is understood that the lawful power vested in the City to regulate all public utilities within the City, to regulate the local rates of public utilities within the City, and to require all persons or corporations to uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair, or lessen its powers under the City's charter, ordinances, and other applicable law. The rights, privileges, and franchise granted

hereunder are non-exclusive and subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by the City in the exercise of its lawful police powers. This franchise does not establish any priority for the use of the City Rights-of-Way by Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the City Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

3.2. The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation, and control of the Company's use of the City Rights-of-Way to ensure the rendering of efficient public service and the maintenance of the Company's System in good repair throughout the term of this Franchise.

3.3. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas or to provide and fix a scale of prices for natural gas and other charges to be charged by the Company to residential, commercial, and industrial customers, or any combination of such customers, within the territorial limits of the City.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES:

4.1. The Company is hereby authorized to lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment within City Rights-of-Way, but before any work is to be performed, the Company must obtain any permits required by the City for construction within City Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. Under no circumstances shall the Company be required to pay for any permit. Any such work by Company shall comply with Section 24.09.005 (Regulations for Work) and Section 24.09.006 (Repair and Restoration) of the City's Code of Ordinances. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to its customers if no work will take place in City Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Manager no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency.

4.2. The Company's System shall be located, installed, and maintained so that, to the extent practicable, the system does not interfere with any improvements the City may deem proper to make. The Company also agrees not to unreasonably obstruct the free use of the City Rights-of-Way. In the event of a conflict between the location of the proposed facilities of Company and the location of existing or future facilities of City or other users of City Rights-of-Way within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the City Rights-of-Way.

Company shall construct its System Facilities in conformance with City ordinances or regulations adopted pursuant to authority delegated by ordinance, in order to minimize interference with traffic. The location of all Company's System Facilities shall be fixed in coordination with and under the supervision of the City, and as provided in the permit issued by the City. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any City Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions.

4.3 In determining the location of Company's System Facilities within City, Company shall work with the City to minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other utility franchisees within City, City shall minimize interference with the existing System Facilities of Company and shall require other utility franchisees to minimize interference with existing System Facilities of Company. In the event of a conflict between the location of Company's System Facilities and the location of the facilities of City or other utility franchisees within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

4.4 If Company desires to install System Facilities on or under public parkland or other City-owned property that is not a City Rights-of-Way, it shall seek specific permission for such installation from City and shall proceed in coordination with City and in compliance with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City ordinances, rules, and regulations.

4.5 Company shall designate an individual or individuals as the person or persons primarily responsible for communications with the City and authorized to speak for and represent the Company in such communications. The City shall be entitled to contact the designated individual or individuals on any matters associated with Company's occupancy and use of the City Rights-of-Way, and Company's performance of its obligations under this franchise. Company shall promptly communicate with the Williamson County Emergency Dispatch and the City of Hutto Public Works Call Center in the event Company becomes aware of gas leaks on its system or significant unplanned disruption of service to multiple customers within the City for reasons other than non-payment, meter tampering, or other customer-driven reason. Company shall also notify the City when Company expects to undertake work that will result in disruption of service for a significant period of time to multiple customers.

4.6 A copy of the City's capital improvement plan ("CIP") for the upcoming budget year shall be made available on the City's website or upon request. The City should notify the Company's local representative of any major change to the CIP. The Company or contractors working on behalf of the Company shall not be required to pay fees for permits that must be obtained from the City for street cutting, excavations, or other work in City Rights-of-Way in connection with the Company's operations. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within City Rights-of-Way, the Company shall do so as soon as practically possible with respect to the scope of the project. In no event shall the Company be required to remove or relocate its facilities in less than thirty (30) calendar days from the time

the notice is given to the Company by the City.

4.7 The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of Company's customers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of Company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The Company shall provide one (1) set of blue or black line "as built" drawings to the City and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the City. Company shall cooperate with the City in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

4.8. If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of the City Rights-of-Way, or any water pipe, wastewater pipe, or any City-owned overhead or underground structure for a governmental purpose, so as to conflict with the facilities of the Company, the Company shall remove or relocate, as necessary, all of its facilities at its expense, unless such work is for the primary purpose of beautification or to accommodate a private developer. However, if such work is being performed because of, or in conjunction with, a private development project, the private developer may be required to reimburse the Company for the cost of removal or relocation of its facilities. Schedules for this work shall be developed by the designated representatives of the Company and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with the Company, shall establish a schedule. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by the City to be inconsistent with gas distribution industry standard safe operating practices for existing facilities.

This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the Company and the time that any specific work to be done by the Company covered in the schedule is to begin. When Company is required by City to relocate its facilities, the City shall work with the Company to obtain a safe and suitable alternative location. The Company shall be required to relocate facilities in accordance with the terms of this franchise and the City's Rights-of-Way permit.

4.9. When the Company is required to remove or relocate its facilities to accommodate work by the City without reimbursement from the City, or at the City's direction, the Company shall have the right to seek recovery of relocation costs as provided by state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of the Company to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations. The City shall not oppose recovery of relocation costs when Company is required by City to perform the

relocation. City shall not require that Company document its request for reimbursement as a pre-condition to the recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of the Company and request full documentation to the full extent provided by state law.

4.10. Whenever the City applies to be reimbursed by the state or federal government for a public improvement which includes the removal or relocation of facilities by the Company, the City shall attempt to notify the Company about such application within a reasonable amount of time for the Company to provide the City with cost and expense documentation, so that the City can include such information in the application. Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to city prior to the filing of the application. This does not apply if the inclusion of the Company's costs and expenses would diminish the amount of funds available to the City. Upon receipt of reimbursement funds from the federal or state agency, the City shall remit to the Company, within thirty (30) days of receipt, the Company's portion of the funds related to the relocation or removal of its facilities.

4.11. If the City transfers or abandons any City Rights-of-Way in which the Company has facilities, the City will condition the abandonment or transfer of such property on preserving the Company's right-of-way. If the party to whom the City Right-of-Way is abandoned requests Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done as agreed to by Company and the party to whom the City Right-of-Way is abandoned.

4.12 When performing work within City Rights-of-Way, the Company shall place, or cause to be placed, appropriate barriers to mark excavations or obstructions. Company must endeavor to minimize interference with traffic on City Rights-of-Way. When performing any work on the System within City Rights-of-Way, Company will restore to approximate original condition the paved surfaces and/or grass or landscaped surfaces of City Rights-of-Way that it may disturb. If Company personnel damage any City facilities (excluding City Rights-of-Way), the Company shall notify the City and shall reimburse the City for its cost of repairing the damage. When constructing or repairing facilities in City Rights-of-Way, City agrees to minimize interference with then existing facilities of the Company and shall instruct other users of City Rights-of-Way to minimize interference with existing facilities of the Company. If City personnel damage a part of the System, the City shall notify the Company and shall reimburse its cost of repairing the damage. Requests for reimbursement under this section are limited to actual, documented costs for the repair, including lost product, materials, equipment, and labor. Reimbursement does not include lost profits, administrative costs, or other incidental costs. City and Company agree to notify the appropriate personnel whenever such restoration becomes necessary. The Company and City may separately agree to enter into a reciprocal arrangement for limited circumstances creating an exception to this section where each party bears the cost and/or responsibility of repairing or replacing damaged facilities or pavement.

4.13. For new construction served from a main that lies in street right-of-way, Company agrees to install meters adjacent to a building on that property, when practical and may only install a

meter within a City Right-of-Way if the City Manager agrees with the placement. For any premises served from a main that lies in alley right-of-way, Company may install the meter at the alley if the City Manager agrees with the placement. Nothing in this franchise will require the Company to install a meter adjacent to a building when repairing or replacing existing meters. Nothing in this franchise shall prevent a property owner from requesting that a meter be moved adjacent to a building so long as it is operationally feasible and the property owner agrees to pay the costs of relocation, including any additional service line necessary to accommodate the request. If a meter is installed in or near a City Right-of-Way, Company agrees to discuss with the City Manager the aesthetics of meter placement, provided that aesthetic accommodations will not endanger the public or the integrity of the System. This section does not require the Company to install any non-standard equipment.

4.14 Whenever City shall decide to make public improvements in the City Rights-of-Way in which the Company's System Facilities already exist or in which the Company may propose to install its System Facilities, the Company will be provided the opportunity, at no expense to City, in advance of such improvements to renew such System Facilities, if defective or inadequate in size and to lay System Facilities, or renew same, if inadequate in size or defective, to the property lines where buildings may be located provided such activities do not delay the City's public improvements.

The Company shall be given written notice of the intention of the City to make major public improvements in any such City Rights-of-Way. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workman-like manner to completion of the necessary work and shall complete such work within three (3) months of being granted a permit to preclude the delay of said public improvements. The Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. If the Company should fail to so proceed, and any street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for three (3) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the three-year period, except in response to an emergency or in response to a request for initiation of new service, shall be performed only upon written permission of the City under such terms and conditions as the City may prescribe.

SECTION 5. INDEMNITY & INSURANCE:

5.1 IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS, COMMISSIONS, AND VOLUNTEERS (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF

PROPERTY ARISING OUT OF, OR OCCASIONED BY THE COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH THE COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM FACILITIES OR THE COMPANY'S PROVISION OF SERVICE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT ANY LIABILITY IS DETERMINED TO HAVE RESULTED FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND THE COMPANY ENERGY BASED UPON THE COMPARATIVE FAULT OF EACH.

5.2 By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas Law, or waive any defenses of the parties under Texas law.

5.3 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company, provided however, that Company shall not admit liability in any matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company. The Company's obligation to defend shall apply regardless of whether Company is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. Indemnitees shall give the Company prompt notice of the making of any claim or commencement of any action, suit, or other proceeding covered by the provision of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and their own expense from cooperating with the Company and participating in the defense of any litigation by their own counsel.

5.4 In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which shall not be unreasonably withheld. The Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Company shall be liable for all defense costs incurred by City, except as otherwise set out in this Section.

SECTION 6. COMPANY'S DUTIES TO THE PUBLIC:

6.1. The Company shall furnish reasonably adequate service to the public at reasonable rates and charges. The Company shall maintain its property, equipment, and appliances in good order and condition.

6.2. The Company shall not discriminate against any person, corporation, firm, or association in the charge for gas service or in the services rendered under like circumstances to customers of the same classification. The Company shall not arbitrarily refuse to provide service to any person that it is economically feasible for the Company to serve. The Company shall not directly or indirectly grant any discount, rebate, or use any other device to circumvent the applicable rate schedule.

6.3. The Company shall, at all times during the existence of this Franchise, furnish an adequate supply of natural gas necessary for the requirements of its customers in the City.

SECTION 7. PAYMENTS TO THE CITY:

7.1. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of every quarter, specifically January 1, April 1, July 1, and October 1 of every year, beginning the first quarter after the execution date and on or before the same of each succeeding year during the term of this franchise the last payment being made on the 1st day of January 2041, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined herein, received by Company during the preceding quarter. The initial payment for the rights and privileges herein provided shall be for the current quarter as of the execution date, and each succeeding payment shall be for the quarter in which the payment is made. For example, if the initial payment is made on July 1, 2022, it shall be for the quarter beginning on April 1, 2022, and ending on June 30, 2022. The next payment shall be due on October 1, 2022, and shall be for the quarter starting July 1, 2022, and ending on September 30, 2022. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023, and will be based on the calendar year January 1 through December 31, 2022. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2041, and will be based on the calendar year January 1 through December 31, 2040.

7.2. Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the City. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by City.

7.3. The Company shall provide a report with each payment, which sets forth the total, in dollars and cents, of the Gross Revenues. At a minimum, the report will show, by customer class, Gross Revenues and resulting franchise fee attributable to sale of gas and other miscellaneous charges. In addition, the report will show the amount of franchise fee collected from transportation customers attributable to the value of gas transported for the customers.

7.4. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charge (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from the Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement, or franchise taxes or charges aforesaid.

7.5. If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Central Texas region, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its City Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 8. FRANCHISE FEE RECOVERY TARIFF:

8.1. The Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

8.2. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of the Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by the Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by the Company.

8.3. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

SECTION 9. BOOKS AND RECORDS:

9.1. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office. The Company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the Company applicable to its performance under this franchise shall be made available for inspection by the City at any time during normal working hours.

9.2. Upon reasonable request of the City, the Company shall present any and all records, accounts and books for inspection relative to the Gross Revenues of the Company within the corporate limits of the City.

9.3. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed therein. The Company shall make available to the auditor such personnel and records as the City may request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City in its review by providing all requested information no later than five (5) working days after receipt of a request.

9.4. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any audit or inquiry, unless, if after receiving reasonable notice from the City of the City's intent to perform an audit, the Company fails to provide data, documents, reports, or information required to be furnished or fails to reasonably cooperate with the City during an audit properly performed, the Company shall be liable for payment of the City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

9.5. In the event that a dispute arises regarding an audit performed on the Company's books and records, the Company agrees to participate in mediation in an attempt to resolve the dispute. The Company agrees that it will consult with the City and the parties will mutually agree on a Mediator to preside over the mediation.

9.6. The Company shall keep and maintain complete books, records, accounts, documents, and papers pertaining to the Company's facilities within the City and all the underlying books, records, and working papers on which the gross revenue calculations were based in accordance with the Company's record retention policy or for a period of four years, whichever is greater.

9.7. If any of the records to be provided by Company or to be made available by Company

are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Finance Director, the City Attorney, and the Council Members. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 10. TERMINATION:

10.1. In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.

10.2. Upon failure of the Company to comply with the material terms of the franchise, the City may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further act upon the part of the City. If the City requires the company to remove its facilities from the public rights-of-way, the Company shall forthwith remove its structures or property from the City Rights-of-Way and restore it to the approximate original condition. Upon failure to do so, the City may perform the work and collect the cost thereof from the Company. The cost thereof shall be a lien upon all facilities and property of the Company.

10.3. Procedures for Termination.

- (a) The City shall give written notice to the Company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or to otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.
- (b) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten (10) days' prior written notice of any public hearing concerning the termination of the franchise.
- (c) The City, after a public hearing, and upon finding a material violation or failure

to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council. The failure of the Company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase Company's property located in the City at a reasonable fair value should forfeiture occur.

10.4. In the event the City purchases Company's property under penalty of forfeiture and the City and Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the City that Company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

SECTION 11. REPEAL:

This ordinance repeals all previously adopted franchise ordinances by the City Council of the City of Hutto, Texas which granted the Company the right to use the City Rights-of-Way of the City.

SECTION 12. SEVERABILITY AND CONFLICT:

If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby and to this end, the provisions of this ordinance are declared to be severable. It is further agreed that if part of this Ordinance is determined to be invalid, either the City or the Company may open negotiations solely with respect to a substitute for such Section, or portion of this Ordinance within two (2) weeks after a ruling has been made. In the event of a conflict between this Franchise and the City's Code of Ordinances, this Franchise controls, except that by the granting of this Franchise the City does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and of the United States of America and under the City's Charter.

SECTION 13. ACCEPTANCE OF FRANCHISE:

To accept this franchise, the Company must file with the City Secretary its written

acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City Council. If written acceptance of this franchise ordinance is not filed by the Company within that time, the franchise ordinance shall be rendered null and void. Once this franchise has been accepted, the terms herein may not be modified except by an ordinance duly adopted by the City, and subsequently accepted by the Company in the same manner as the franchise.

SECTION 14. EFFECTIVE DATE:

This Franchise shall be effective only after: a) its final passage by the City Council; b) receipt by the City of Company's acceptance as required above; and c) publication as required by the City Charter. The City Secretary shall publish, at the Company's expense, the complete text of this ordinance in a newspaper of general circulation. Provided that the above requirements have taken place, this Franchise shall be effective as of _____.

SECTION 15. NOTICES:

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

Company
SiEnergy, L.P
June M. Dively, Chief Executive Officer
3 Lakeway Centre Court, Suite 110
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With copies to:

Alan Bojorquez
City Attorney, City of Hutto
11675 Jollyville Rd, Ste. 300
Austin, Texas 78759

SECTION 16. REGULATORY EXPENSES:

Company agrees that City may, at any time during the term of this franchise, employ at the expense of Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of this Ordinance. Company agrees to pay

reasonable expenses in connection therewith, or reimburse City for the same, which expense Company shall be entitled to recover through its rates and tariffs.

SECTION 17. GOVERNMENTAL FUNCTION:

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

SECTION 18. VENUE:

This franchise agreement is performable in Williamson County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Williamson County, Texas.

SECTION 19. NO WAIVER OF POWER:

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Company shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Company shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER:

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Company to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Company's systems shall be made at Company's expense, subject to the Company's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 20. INSURANCE.

During the term hereof, the Company shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Company will provide a certificate of insurance evidencing such coverage.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**
READ, PASSED, and ADOPTED on the second reading of this ____ day of _____,
2022 at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary
(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

AGENDA ITEM REPORT

9.5.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-023 granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (Second Reading) (Legal)

Meeting: Thursday, June 16, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality. Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City. State law provides guidance as related to the City's authority over the gas industry. In particular, the Railroad Commission of Texas (RCT) has jurisdiction over the gas industry. While distribution oversight is at the local level, transmission responsibility resides with the RCT.

By approving the proposed Franchise Ordinance granting the Company a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto. For use of the City's Rights-of-Way, the City receives payment of five (5%) of the Company's Gross Revenues as defined in the Franchise Ordinance.

The proposed ordinance includes:

Section 1 - Definitions: This section defines certain terms used within the document.

Section 2 - Grant of Authority: This section has the City granting consent for the Company to use and occupy public rights-of-way, and provides the Company with the ability to assign the Franchise. The term is for a period ending December 31, 2040.

Section 3 - City's Reservation of Rights and Authority: This section states the City is not surrendering or reducing its powers as provided by the City Charter, ordinances, and other applicable laws.

Section 4 - Construction, Maintenance, Operation & Relocation of Company Facilities: This section authorizes

AGENDA ITEM REPORT

9.5.



Company to construct and place pipes, etc. within the City's rights-of-way. Other construction and maintenance details are outlined within this section.

Section 5 - Indemnity & Insurance: This section states the Company will indemnify, defend, and hold harmless the City.

Section 6 - Company's Duties to Public: This section addresses reasonable rates, non-discrimination, adequate supply of gas, etc.

Section 7 - Payments to City: This section addresses the five percent (5%) of gross revenues payment to the City. Payments from Company to the City are made quarterly, on January 1, April 1, July 1, and October 1 of every year.

Section 8 - Franchise Fee Recovery Tariff: This section allows Company to file with the City a tariff to provide for the recovery of franchise fees under this Agreement.

Section 9 - Books and Records: This section requires Company to keep complete books and records, which may be reviewed by the City as related to gross revenues.

Section 10 - Termination: This section addresses the reasons for and procedures for termination of the franchise.

Section 11 - Repeal: This section repeals previously adopted franchise ordinances by the City, if any, which granted Company use of rights-of-way.

Section 12 - Severability and Conflict: This section is standard language that protects other sections of the Agreement, if one section is declared unconstitutional or invalid.

Section 13 - Acceptance of Franchise: This section requires Company to file written acceptance of this Agreement within sixty (60) days of City Council approval.

Section 14 - Effective Date: This section establishes the effective date of the Agreement, which includes specific criteria.

Section 15 - Notices: This section is standard language identifying the manner in which to provide notice to the City and to Company.

Section 16 - Regulatory Expenses: This section authorizes the City to employ at the expense of the Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of the Franchise Ordinance.

Section 17 - Governmental Function: This section declares the regulations and activities required by the Ordinance to be governmental functions.

Section 18 - Venue: This section provides for venue in Williamson County.

Section 19 - No Waiver of Power: the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith

AGENDA ITEM REPORT

9.5.



Section 20 - City Reserves Power: The City retains exclusive control over its streets.

Section 21 - Insurance: This section requires Company to maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. O-2022-023

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.), ITS SUCCESSORS AND ASSIGNS (“COMPANY”), A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY COMPANY; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE CITY RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City; and

WHEREAS, the City strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), (hereinafter referred to as the “Company”) is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

HUTTO, TEXAS, THAT:

SECTION 1. DEFINITIONS:

- 1.1. “City” shall mean the City of Hutto, Texas, a home-rule municipal corporation operating under the laws of the State of Texas.
- 1.2. “City Council” shall mean the governing body of the City of Hutto, Texas.
- 1.3. “City Manager” shall mean the City Manager of the City, or his or her duly authorized representative.
- 1.4. “City Rights-of-Way” shall mean the area on, below, or above a public roadway, highway, street, sidewalk, alley, waterway, or utility easement of the City, as they now exist or may hereafter be constructed, opened, laid out, or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- 1.5. “Company” shall mean the UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company,, authorized to transact and actually transacting business in the State of Texas, acting by and through its duly authorized legal representatives.
- 1.6. “Customer” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Company through the use of the City Rights-of-Way.
- 1.7. “Emergency” is defined as sudden and unforeseeable damage or malfunction of a portion of the Company’s System that creates a threat to life, health, or property.
- 1.8. “Franchise” shall mean this Ordinance, and all rights and obligations established herein.
- 1.9. “Gas” shall mean natural gas and any synthetic gas distributed by the Company through its System.
- 1.10. “Gas Sales” means the sale of natural gas to the Company’s customers located within the corporate limits of the City by use of the System.
- 1.11. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- 1.12. “Gross Revenues” shall mean:
 - (a) All revenues billed by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;

- (b) All revenues billed by the Company from the transportation of gas through the System of the Company within the City to customers located within the City (excluding gas transported to another non-affiliate gas utility in the city for resale to its customers within the City);
- (c) The value of gas transported by the Company for Transport Customers through the System of the Company within the City (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to transportation customers as reasonably near the time as the transportation services is performed; and
- (d) "Gross Revenues" shall also include state gross receipts tax, contributions in aid of construction ("CIAC") and the following "miscellaneous charges": charges to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.
- (e) "Gross Revenues" shall not include:
 - i. revenues billed but not ultimately collected or received by Atmos Energy;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Right-of-Way.

1.13. "System" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

1.14. "Transport Customer" shall mean any person or entity for which Company transports gas through the pipeline system of Company within the City to customers for delivery or consumption within the City.

SECTION 2. GRANT OF AUTHORITY:

2.1. The City hereby grants to the Company consent to use and occupy the present and future public rights of way for a period ending December 31, 2040 (the "Term") for the purpose of constructing, maintaining, operating, and replacing all or any portion of the system used for the delivery of natural gas to retail customers located within the City's boundaries, as they may be amended from time to time. In the event either party does not wish to renew the Franchise under the same terms and conditions, the parties agree to enter into good faith negotiations of the Franchise. This obligation to engage in negotiations does not obligate either party to agree to any specific changes in the Franchise as a result of such negotiations.

2.2. Company agrees that the corporate limits of the City are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Company has no vested right in a specific area. If the Company provides service to any and all areas that may be annexed to the City, such service shall be provided under the same terms and conditions of this franchise. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to Company. The Company must revise its payments due to any expansion or reduction by annexation or expansion within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of the notice.

2.3. To the extent any police power regulations in this Ordinance conflict with the provisions of the City's current public right-of-way ordinance(s) (currently Article 24.09 of the City of Hutto Code of Ordinances), the City's public right-of-way ordinance(s) shall control. This Ordinance is subject to the City's ongoing authority to adopt reasonable police-power-based regulations to manage its City Rights-of-Way, pursuant to Article 24.09 or as otherwise provided by law.

2.4. The City may require the Company to furnish the City correct and complete maps showing the location and extent of all its services consistent with the City's charter.

2.5. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

2.6. Company is expressly given the power and privilege to sell, transfer, or assign the franchise granted hereby, or any part of this franchise, to any person, entity, or corporation, but Company and such buyer, transferee, or assignee shall first notify the City of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

It is not necessary to inform the City of a corporate reorganization not involving a third party. An assignment is valid only if the assignee accepts all of the terms and conditions contained herein.

SECTION 3. CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

3.1. In granting this Franchise, it is understood that the lawful power vested in the City to regulate all public utilities within the City, to regulate the local rates of public utilities within the City, and to require all persons or corporations to uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair, or lessen its powers under the City's charter, ordinances, and other applicable law. The rights, privileges, and franchise granted

hereunder are non-exclusive and subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by the City in the exercise of its lawful police powers. This franchise does not establish any priority for the use of the City Rights-of-Way by the Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the City Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

3.2. The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation, and control of the Company's use of the City Rights-of-Way to ensure the rendering of efficient public service and the maintenance of the Company's System in good repair throughout the term of this Franchise.

3.3. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas or to provide and fix a scale of prices for natural gas and other charges to be charged by the Company to residential, commercial, and industrial customers, or any combination of such customers, within the territorial limits of the City.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES:

4.1. The Company is hereby authorized to lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment within City Rights-of-Way, but before any work is to be performed, the Company must obtain any permits required by the City for construction within City Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. Under no circumstances shall the Company be required to pay for any permit. Any such work by Company shall comply with Section 24.09.005 (Regulations for Work) and Section 24.09.006 (Repair and Restoration) of the City's Code of Ordinances. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to its customers if no work will take place in City Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Manager no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency.

4.2. The Company's System shall be located, installed, and maintained so that, to the extent practicable, the system does not interfere with any improvements the City may deem proper to make. The Company also agrees not to unreasonably obstruct the free use of the City Rights-of-Way. In the event of a conflict between the location of the proposed facilities of Company and the location of existing or future facilities of City or other users of City Rights-of-Way within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the City Rights-of-Way.

Company shall construct its System Facilities in conformance with City ordinances or regulations adopted pursuant to authority delegated by ordinance, in order to minimize interference with traffic. The location of all Company's System Facilities shall be fixed in coordination with and under the supervision of the City, and as provided in the permit issued by the City. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any City Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions.

4.3 In determining the location of Company's System Facilities within City, Company shall work with the City to minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other utility franchisees within City, City shall minimize interference with the existing System Facilities of Company and shall require other utility franchisees to minimize interference with existing System Facilities of Company. In the event of a conflict between the location of Company's System Facilities and the location of the facilities of City or other utility franchisees within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

4.4 If Company desires to install System Facilities on or under public parkland or other City-owned property that is not a City Rights-of-Way, it shall seek specific permission for such installation from City and shall proceed in coordination with City and in compliance with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City ordinances, rules, and regulations.

4.5 Company shall designate an individual or individuals as the person or persons primarily responsible for communications with the City and authorized to speak for and represent the Company in such communications. The City shall be entitled to contact the designated individual or individuals on any matters associated with Company's occupancy and use of the City Rights-of-Way, and Company's performance of its obligations under this franchise. Company shall promptly communicate with the Williamson County Emergency Dispatch and the City of Hutto Public Works Call Center in the event Company becomes aware of gas leaks on its system or significant unplanned disruption of service to multiple customers within the City for reasons other than non-payment, meter tampering, or other customer-driven reason. Company shall also notify the City when Company expects to undertake work that will result in disruption of service for a significant period of time to multiple customers.

4.6 A copy of the City's capital improvement plan ("CIP") for the upcoming budget year shall be made available on the City's website or upon request. The City should notify the Company's local representative of any major change to the CIP. The Company or contractors working on behalf of the Company shall not be required to pay fees for permits that must be obtained from the City for street cutting, excavations, or other work in City Rights-of-Way in connection with the Company's operations. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within City Rights-of-Way, the Company shall do so as soon as practically possible with respect to the scope of the project. In no event shall the Company be required to remove or relocate its facilities in less than thirty (30) calendar days from the time

the notice is given to the Company by the City.

4.7 The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of Company's customers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of Company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The Company shall provide one (1) set of blue or black line "as built" drawings to the City and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the City. Company shall cooperate with the City in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

4.8. If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of the City Rights-of-Way, or any water pipe, wastewater pipe, or any City-owned overhead or underground structure for a governmental purpose, so as to conflict with the facilities of the Company, the Company shall remove or relocate, as necessary, all of its facilities at its expense, unless such work is for the primary purpose of beautification or to accommodate a private developer. However, if such work is being performed because of, or in conjunction with, a private development project, the private developer may be required to reimburse the Company for the cost of removal or relocation of its facilities. Schedules for this work shall be developed by the designated representatives of the Company and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with the Company, shall establish a schedule. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by the City to be inconsistent with gas distribution industry standard safe operating practices for existing facilities.

This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the Company and the time that any specific work to be done by the Company covered in the schedule is to begin. When Company is required by City to relocate its facilities, the City shall work with the Company to obtain a safe and suitable alternative location. The Company shall be required to relocate facilities in accordance with the terms of this franchise and the City's Rights-of-Way permit.

4.9. When the Company is required to remove or relocate its facilities to accommodate work by the City without reimbursement from the City, or at the City's direction, the Company shall have the right to seek recovery of relocation costs as provided by state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of the Company to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations. The City shall not oppose recovery of relocation costs when Company is required by City to perform the

relocation. City shall not require that Company document its request for reimbursement as a pre-condition to the recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of the Company and request full documentation to the full extent provided by state law.

4.10. Whenever the City applies to be reimbursed by the state or federal government for a public improvement which includes the removal or relocation of facilities by the Company, the City shall attempt to notify the Company about such application within a reasonable amount of time for the Company to provide the City with cost and expense documentation, so that the City can include such information in the application. Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to city prior to the filing of the application. This does not apply if the inclusion of the Company's costs and expenses would diminish the amount of funds available to the City. Upon receipt of reimbursement funds from the federal or state agency, the City shall remit to the Company, within thirty (30) days of receipt, the Company's portion of the funds related to the relocation or removal of its facilities.

4.11. If the City transfers or abandons any City Rights-of-Way in which the Company has facilities, the City will condition the abandonment or transfer of such property on preserving the Company's right-of-way. If the party to whom the City Right-of-Way is abandoned requests Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done as agreed to by Company and the party to whom the City Right-of-Way is abandoned.

4.12 When performing work within City Rights-of-Way, the Company shall place, or cause to be placed, appropriate barriers to mark excavations or obstructions. Company must endeavor to minimize interference with traffic on City Rights-of-Way. When performing any work on the System within City Rights-of-Way, Company will restore to approximate original condition the paved surfaces and/or grass or landscaped surfaces of City Rights-of-Way that it may disturb. If Company personnel damage any City facilities (excluding City Rights-of-Way), the Company shall notify the City and shall reimburse the City for its cost of repairing the damage. When constructing or repairing facilities in City Rights-of-Way, City agrees to minimize interference with then existing facilities of the Company and shall instruct other users of City Rights-of-Way to minimize interference with existing facilities of the Company. If City personnel damage a part of the System, the City shall notify the Company and shall reimburse its cost of repairing the damage. Requests for reimbursement under this section are limited to actual, documented costs for the repair, including lost product, materials, equipment, and labor. Reimbursement does not include lost profits, administrative costs, or other incidental costs. City and Company agree to notify the appropriate personnel whenever such restoration becomes necessary. The Company and City may separately agree to enter into a reciprocal arrangement for limited circumstances creating an exception to this section where each party bears the cost and/or responsibility of repairing or replacing damaged facilities or pavement.

4.13. For new construction served from a main that lies in street right-of-way, Company agrees to install meters adjacent to a building on that property, when practical and may only install a

meter within a City Right-of-Way if the City Manager agrees with the placement. For any premises served from a main that lies in alley right-of-way, Company may install the meter at the alley if the City Manager agrees with the placement. Nothing in this franchise will require the Company to install a meter adjacent to a building when repairing or replacing existing meters. Nothing in this franchise shall prevent a property owner from requesting that a meter be moved adjacent to a building so long as it is operationally feasible and the property owner agrees to pay the costs of relocation, including any additional service line necessary to accommodate the request. If a meter is installed in or near a City Right-of-Way, Company agrees to discuss with the City Manager the aesthetics of meter placement, provided that aesthetic accommodations will not endanger the public or the integrity of the System. This section does not require the Company to install any non-standard equipment.

4.14 Whenever City shall decide to make public improvements in the City Rights-of-Way in which the Company's System Facilities already exist or in which the Company may propose to install its System Facilities, the Company will be provided the opportunity, at no expense to City, in advance of such improvements to renew such System Facilities, if defective or inadequate in size and to lay System Facilities, or renew same, if inadequate in size or defective, to the property lines where buildings may be located provided such activities do not delay the City's public improvements.

The Company shall be given written notice of the intention of the City to make major public improvements in any such City Rights-of-Way. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workman-like manner to completion of the necessary work and shall complete such work within three (3) months of being granted a permit to preclude the delay of said public improvements. The Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. If the Company should fail to so proceed, and any street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for three (3) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the three-year period, except in response to an emergency or in response to a request for initiation of new service, shall be performed only upon written permission of the City under such terms and conditions as the City may prescribe.

SECTION 5. INDEMNITY & INSURANCE:

5.1 IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS, COMMISSIONS, AND VOLUNTEERS (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF

PROPERTY ARISING OUT OF, OR OCCASIONED BY THE COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH THE COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM FACILITIES OR THE COMPANY'S PROVISION OF SERVICE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT ANY LIABILITY IS DETERMINED TO HAVE RESULTED FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND THE COMPANY ENERGY BASED UPON THE COMPARATIVE FAULT OF EACH.

5.2 By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas Law, or waive any defenses of the parties under Texas law.

5.3 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company, provided however, that Company shall not admit liability in any matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company. The Company's obligation to defend shall apply regardless of whether Company is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. Indemnitees shall give the Company prompt notice of the making of any claim or commencement of any action, suit, or other proceeding covered by the provision of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and their own expense from cooperating with the Company and participating in the defense of any litigation by their own counsel.

5.4 In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which shall not be unreasonably withheld. The Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Company shall be liable for all defense costs incurred by City, except as otherwise set out in this Section.

SECTION 6. COMPANY'S DUTIES TO THE PUBLIC:

6.1. The Company shall furnish reasonably adequate service to the public at reasonable rates and charges. The Company shall maintain its property, equipment, and appliances in good order and condition.

6.2. The Company shall not discriminate against any person, corporation, firm, or association in the charge for gas service or in the services rendered under like circumstances to customers of the same classification. The Company shall not arbitrarily refuse to provide service to any person that it is economically feasible for the Company to serve. The Company shall not directly or indirectly grant any discount, rebate, or use any other device to circumvent the applicable rate schedule.

6.3. The Company shall, at all times during the existence of this Franchise, furnish an adequate supply of natural gas necessary for the requirements of its customers in the City.

SECTION 7. PAYMENTS TO THE CITY:

7.1. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of every quarter, specifically January 1, April 1, July 1, and October 1 of every year, beginning the first quarter after the execution date and on or before the same of each succeeding year during the term of this franchise the last payment being made on the 1st day of January 2041, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined herein, received by Company during the preceding quarter. The initial payment for the rights and privileges herein provided shall be for the current quarter as of the execution date, and each succeeding payment shall be for the quarter in which the payment is made. For example, if the initial payment is made on July 1, 2022, it shall be for the quarter beginning on April 1, 2022, and ending on June 30, 2022. The next payment shall be due on October 1, 2022, and shall be for the quarter starting July 1, 2022, and ending on September 30, 2022. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023, and will be based on the calendar year January 1 through December 31, 2022. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2041, and will be based on the calendar year January 1 through December 31, 2040.

7.2. Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the City. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by City.

7.3. The Company shall provide a report with each payment, which sets forth the total, in dollars and cents, of the Gross Revenues. At a minimum, the report will show, by customer class, Gross Revenues and resulting franchise fee attributable to sale of gas and other miscellaneous charges. In addition, the report will show the amount of franchise fee collected from transportation customers attributable to the value of gas transported for the customers.

7.4. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charge (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from the Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement, or franchise taxes or charges aforesaid.

7.5. If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Central Texas region, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its City Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 8. FRANCHISE FEE RECOVERY TARIFF:

8.1. The Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

8.2. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of the Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by the Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by the Company.

8.3. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

SECTION 9. BOOKS AND RECORDS:

9.1. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office. The Company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the Company applicable to its performance under this franchise shall be made available for inspection by the City at any time during normal working hours.

9.2. Upon reasonable request of the City, the Company shall present any and all records, accounts and books for inspection relative to the Gross Revenues of the Company within the corporate limits of the City.

9.3. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed therein. The Company shall make available to the auditor such personnel and records as the City may request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City in its review by providing all requested information no later than five (5) working days after receipt of a request.

9.4. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any audit or inquiry, unless, if after receiving reasonable notice from the City of the City's intent to perform an audit, the Company fails to provide data, documents, reports, or information required to be furnished or fails to reasonably cooperate with the City during an audit properly performed, the Company shall be liable for payment of the City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

9.5. In the event that a dispute arises regarding an audit performed on the Company's books and records, the Company agrees to participate in mediation in an attempt to resolve the dispute. The Company agrees that it will consult with the City and the parties will mutually agree on a Mediator to preside over the mediation.

9.6. The Company shall keep and maintain complete books, records, accounts, documents, and papers pertaining to the Company's facilities within the City and all the underlying books, records, and working papers on which the gross revenue calculations were based in accordance with the Company's record retention policy or for a period of four years, whichever is greater.

9.7. If any of the records to be provided by Company or to be made available by Company

are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Finance Director, the City Attorney, and the Council Members. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 10. TERMINATION:

10.1. In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.

10.2. Upon failure of the Company to comply with the material terms of the franchise, the City may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further act upon the part of the City. If the City requires the company to remove its facilities from the public rights-of-way, the Company shall forthwith remove its structures or property from the City Rights-of-Way and restore it to the approximate original condition. Upon failure to do so, the City may perform the work and collect the cost thereof from the Company. The cost thereof shall be a lien upon all facilities and property of the Company.

10.3. Procedures for Termination.

- (a) The City shall give written notice to the Company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or to otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.
- (b) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten (10) days' prior written notice of any public hearing concerning the termination of the franchise.
- (c) The City, after a public hearing, and upon finding a material violation or failure

to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council. The failure of the Company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase Company's property located in the City at a reasonable fair value should forfeiture occur.

10.4. In the event the City purchases Company's property under penalty of forfeiture and the City and Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the City that Company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

SECTION 11. REPEAL:

This ordinance repeals all previously adopted franchise ordinances by the City Council of the City of Hutto, Texas which granted the Company the right to use the City Rights-of-Way of the City.

SECTION 12. SEVERABILITY AND CONFLICT:

If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby and to this end, the provisions of this ordinance are declared to be severable. It is further agreed that if part of this Ordinance is determined to be invalid, either the City or the Company may open negotiations solely with respect to a substitute for such Section, or portion of this Ordinance within two (2) weeks after a ruling has been made. In the event of a conflict between this Franchise and the City's Code of Ordinances, this Franchise controls, except that by the granting of this Franchise the City does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and of the United States of America and under the City's Charter.

SECTION 13. ACCEPTANCE OF FRANCHISE:

To accept this franchise, the Company must file with the City Secretary its written

acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City Council. If written acceptance of this franchise ordinance is not filed by the Company within that time, the franchise ordinance shall be rendered null and void. Once this franchise has been accepted, the terms herein may not be modified except by an ordinance duly adopted by the City, and subsequently accepted by the Company in the same manner as the franchise.

SECTION 14. EFFECTIVE DATE:

This Franchise shall be effective only after: a) its final passage by the City Council; b) receipt by the City of Company's acceptance as required above; and c) publication as required by the City Charter. The City Secretary shall publish, at the Company's expense, the complete text of this ordinance in a newspaper of general circulation. Provided that the above requirements have taken place, this Franchise shall be effective as of _____.

SECTION 15. NOTICES:

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

Company
Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)
Attn: General Counsel
61 Carlton Woods Dr., Building 2
The Woodlands, TX 77382

Every such communication to the City or the City Council shall be sent to the:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With copies to:

Alan Bojorquez
City Attorney, City of Hutto
11675 Jollyville Rd, Ste. 300
Austin, Texas 78759

SECTION 16. REGULATORY EXPENSES:

Company agrees that City may, at any time during the term of this franchise, employ at the expense of Company expert assistance and advice in determining fair, just, and reasonable rates to

be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of this Ordinance. Company agrees to pay reasonable expenses in connection therewith, or reimburse City for the same, which expense Company shall be entitled to recover through its rates and tariffs.

SECTION 17. GOVERNMENTAL FUNCTION:

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

SECTION 18. VENUE:

This franchise agreement is performable in Williamson County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Williamson County, Texas.

SECTION 19. NO WAIVER OF POWER:

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Company shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Company shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER:

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Company to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Company's systems shall be made at Company's expense, subject to the Company's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 20. INSURANCE.

During the term hereof, the Company shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Company will provide a certificate of insurance evidencing such coverage.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2022** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary
(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

AGENDA ITEM REPORT

10.1.



To: City Council

Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

Meeting: Thursday, June 16, 2022

Department: City Secretary /

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Status update presentation along with discussion and possible action related to the 2022 Water and Wastewater Master Plan Updates. (Wade Benton)
Meeting: Thursday, June 16, 2022
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

The City's current water master plan update was completed in 2016 and the wastewater master plan was completed in 2018. In February 2022, City Council selected Freese and Nichols to update the city's water master plan and Garver to update the wastewater master plan.

The water master plan scope of work includes short term system model calibration and updates to evaluate current requests for water service from planned developments. In addition, the scope will include long range system planning and development of capital improvement plan (CIP) for implementation.

The wastewater master plan scope of work includes short term system model calibration and updates to evaluate current requests for wastewater service from planned developments. In addition, the scope includes long range system planning and development of capital improvement plan (CIP) for implementation.

As part of the master planning process, both Freese/Nichols and Garver assisted city staff with evaluating water and wastewater service requests from developers looking to obtain utility service for their developments.

Final drafts of the water and wastewater master plans are expected to be released this fall.

SUMMARY OF REQUEST:

Status update presentation for the ongoing 2022 Water and Wastewater Master Plan efforts.

STAFF REVIEW:

AGENDA ITEM REPORT

10.2.



FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

AGENDA ITEM REPORT

10.3.



To: City Council
Subject: Discussion and possible action to select the highest ranking firm, Roadway Asset Services, to develop a Pavement Assessment and Management Plan and authorize the City Manager to negotiate a professional services agreement with the selected vendor for said services pursuant to RFQ# S22-04. (Wade Benton)
Meeting: Thursday, June 16, 2022
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

RFQ# S22-04 Pavement Management Study FY22

The RFQ for Professional Services for the inventory and assessment of City-maintained streets was issued on May 8, 2022. Responses were due on June 1, 2022 at 3pm.

Approximately 148 centerlane miles of city-maintained roadways will be assessed in order to develop a Roadway Pavement Assessment and Management Plan for the City. For each roadway studied, the plan will include a Pavement Condition Index (PCI) score, 5-year project maintenance scope, and budget. The plan will prioritize and rank roadway rehabilitation and maintenance projects based on roadway class, available roadway maintenance funds, and remaining life. The consultant will assist the City in development of a 5-year pavement CIP plan and implementation of software program to plan and budget for roadway maintenance projects. Possible additional services may include evaluation of sidewalks, ramps, sidewalk gaps and regulatory traffic sign inventory.

Three (3) responses were received and ranked according to the scoring criteria described within the RFQ. The top ranked firm was Roadway Asset Services (RAS) and the second ranked firm was Applied Research Associates (ARA).

SUMMARY OF REQUEST:

Approve the selection of Roadway Asset Services (RAS) and authorize the City Manager to negotiate and execute a professional services agreement (RFQ# S22-04 Pavement Management Study FY22).

STAFF REVIEW:

AGENDA ITEM REPORT

10.3.



Staff recommends award of the contract to Roadway Asset Services (RAS) .

FINANCIAL IMPACT:

The FY 2022 budget includes \$150,000 for pavement condition assessment survey and development of 5-year pavement management plan. (General Fund 10-040-060-6405, Professional Services)

POLICY IMPLICATIONS:

ATTACHMENTS:

City of Hutto Street Data

